

Cityscope - A division of RP Data Ltd.: Database User Licence.

User Licence Agreement (“Agreement”)

- 1) **Cityscope - A division of RP Data Ltd.** of Level 1, 249 Pitt Street, Sydney (the “**Licensor**”) has developed and made available on the Internet a database system known as **Cityscope**. The **Licensor** grants access of **Cityscope** to you, the **Licensee**. The number of concurrent users, selected Cityscope areas/products, the subscription fee and the dates of the subscription periods have been agreed and will be stated in invoices sent to you under this **Agreement**.

- 2) **LICENCE**

Subject to all the terms and restrictions set forth, the Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor a limited, non-exclusive, non-transferable licence to permit **Authorised Users** to access the Cityscope database located at www.cityscopeonline.com.au for internal use only for a period of 12 months. You may renew your subscription by paying a further annual fee at the applicable rate notified by the Licensor. Cityscope will be provided through access to the Licensor’s web server.

- 3) **AUTHORISED USE OF THE DATABASE**

- a. Authorised Users may use Cityscope solely in accordance with the terms and conditions of this Agreement. The fees, identified in invoices sent to you under this Agreement, entitle Authorised Users to use the Cityscope database for the purpose of performing interactive searches.
- b. The Licensee may print and download full or partial results of searches for the personal, internal use of the users within the Licensee’s organisation, but may not use such results for purposes of publication or distribution to persons outside the Licensee’s Organisation, stated below in this Agreement, and may not transfer the information to the public domain.
- c. The Licensee recognises the importance of the Licensor maintaining its proprietary rights over Cityscope and of avoiding improper use of Cityscope as defined by this agreement. The Licensee shall
 - i. Inform all users within the Licensee’s organisation of the permitted scope of use of Cityscope;
 - ii. Inform all users within the Licensee’s organisation of the prohibited uses of Cityscope;
 - iii. Ensure all users within the Licensee’s organisation use Cityscope in compliance with both the permitted uses and use restrictions set forth herein, and
 - iv. Remain responsible for all acts and omissions of all users within the Licensee’s organisation.
- d. No other use of Cityscope is permitted including:
 - i. Duplication of Cityscope in any form except as specified herein;
 - ii. Creation of subsets or derivative databases from Cityscope in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit of, anyone who is not an Authorised User except for incidental samples used for illustrative or demonstrative purposes;
 - iii. Reverse assembling, reverse compiling, altering, or translating Cityscope or any portion thereof.
- e. If the Licensee wishes to offer the services described herein to persons other than those within the Licensee’s organisation, the Licensor will require an additional written agreement setting forth the terms of any such additional usage.

4) **UPDATES TO CITYSCOPE**

Cityscope Publications regularly updates all its databases and the Licensee will have access to whatever updates to Cityscope are issued during the Term of this Agreement.

5) **MAILING LISTS**

Cityscope includes a system for generating mailing lists of property owners and retail and commercial property tenants. The addresses are gathered from various sources and the Licensor does not warrant, guarantee or make any representations as to the accuracy of these mailing addresses. In no event shall the Licensor be liable for indirect, special, incidental or consequential damages (including lost profits) arising out of the use of mailing addresses provided or loss or damage of any nature caused to any person as a result of the use of the mailing addresses even if the Licensor is advised of the possibility of such damages. The Licensee shall, and hereby does agree, to defend, indemnify and hold the Licensor harmless from and against any claim, liability, loss, injury, damage, cost or expense (including legal fees) incurred by Licensor or any data provider to any third party arising out of or from any use by the Licensee of the mailing addresses hereunder.

6) **PRIVACY**

It is a condition of sale of Cityscope's database that Licensees undertake to comply with the National Privacy Principles in using and disclosing personal information contained in the database.

7) **TERM**

The Term of this Agreement shall be 12 months. Authorised use of Cityscope may continue by renewal of this Agreement through payment of a renewal fee. Renewal is subject to payment as set out in Clause 8. Following expiration or termination of this Agreement, the Licensee's rights to use or access Cityscope shall cease immediately.

8) **PAYMENTS**

- a. The Licensee agrees to pay to the Licensor the fees as set forth in invoices associated with this Agreement. Fees shall be due in the event of the renewal of this Agreement, as mutually agreed by the parties.
- b. The Licensor reserves the right to modify this pricing structure each year that this Agreement is renewed.
- c. All fees shall be due within fourteen (14) days of receipt of invoice.

9) **COPYRIGHT; PROPRIETARY RIGHTS**

The copyright and all other proprietary rights in Cityscope are the sole and exclusive property of the Licensor. The Licensee acknowledges that the data and the operating system comprising Cityscope is extremely valuable and proprietary to the Licensor and has been compiled by Licensor through the expenditure of considerable time, effort and expense. The Licensee shall prevent the disclosure, dissemination, copying and use of Cityscope or any portion thereof, in violation of the terms of this Agreement.

10) **LEGENDS**

The Licensee shall instruct all users within the Licensee's Organisation using Cityscope or its data (including maps and photos) to give proper copyright attribution to the Licensor for any data extracted from Cityscope in accordance with Clause 3 as follows

- a. For data; "The above data are the copyright of Cityscope Publications [Date of publication]. All rights reserved"
- b. For maps; "Map: Copyright Cityscope Publications [Date of publication]."

- c. For photos; “Photo: Copyright Cityscope Publications [Date of publication].”

11) **DISCLAIMER**

- a. Cityscope and related documentation are provided “as is”, without warranty of any kind. Further, the Licensor does not warrant, guarantee or make any representations that the Licensee’s use of Cityscope will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy the Licensee’s requirements. The Licensee assumes the entire risk as to the results and performance of Cityscope and the consideration due under this Agreement reflects such assumption of risk by Licensee. The Licensor makes no representations or warranties, either express or implied, with respect to Cityscope or any information contained in Cityscope including, but not limited to, its quality, performance, time of performance, merchantability or fitness for a particular use.
- b. Access to Cityscope will be through the use of a web browser or other Internet retrieval software. The Licensor offers no warranty for the continued compatibility of Cityscope with the software used by the Licensee and the Licensee accepts full responsibility for purchasing and upgrading hardware and software as required.
- c. From time to time changes in local, state or federal legislation or changes made by the Licensor’s data suppliers or agents may limit the availability or permission to publish some data. The Licensor offers no warranty for the continued availability of all information in the database.
- d. From time to time access to Cityscope may be suspended for periods due to scheduled maintenance. Scheduled maintenance will generally occur before 9am or after 5pm on Mondays to Fridays or on Saturdays, Sundays and national public holidays

12) **LIMITATION OF LIABILITY # INDEMNITY**

- a. In no event shall the Licensor be liable for indirect, special, incidental or consequential damages (including lost profits) arising out of the use of or inability to use Cityscope or for any loss or damage of any nature caused to any person as a result of the use of Cityscope or otherwise under this Agreement even if the Licensor is advised of the possibility of such damages.
- b. Since use of and access to Cityscope depends, in part, on third parties (e.g., telecommunications carriers) whose performance is outside of the Licensor’s control, the Licensor disclaims all liability for damages arising from the failure of the transmission or receipt of data due to
 - i. causes beyond the reasonable control of the Licensor or
 - ii. causes which are not reasonably foreseeable by the Licensor, including but not limited to, interruption or failure of communication or digital transmission links and Internet slow-downs or failures. For all claims against the Licensor, whether arising in contract, tort, strict liability or otherwise, including without limitation, whether arising from the Licensor’s performance or non-performance hereunder or otherwise, in no event shall the Licensor’s liability exceed, in the aggregate, the total fees paid by the Licensee to the Licensor hereunder. The Licensee shall, and hereby does, agree to defend, indemnify and hold the Licensor harmless from and against any claim, liability, loss, injury, damage, cost or expense (including legal fees) incurred by the Licensor or any data provider to any third party arising out of or from any use by the Licensee of Cityscope hereunder.

13) **TERMINATION**

The Licensor shall have the right to terminate this Agreement upon breach of any of its terms by the Licensee.

14) **CEASE ACCESS**

The Licensee’s access to Cityscope shall cease immediately on termination of the Agreement either through breach of its terms and/or conditions or by non-renewal.

15) NONDISCLOSURE OF TERMS AND CONDITIONS

Except as may be required by law or governmental rules and regulations, the Licensor and the Licensee agree not to publicly or privately announce or disclose the terms and conditions of this Agreement without first securing the written consent of the other party.

16) MISCELLANEOUS

a. FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, acts of terrorism, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

b. WAIVER

No waiver of this Agreement, or of any covenant, condition or limitation contained in this Agreement, shall be valid unless agreed to in writing by both parties. No waiver of any right or power hereunder, at one or more times, shall be deemed a waiver or relinquishment of such right or power at any other time or times.

c. SURVIVAL

The provisions of Paragraphs 1, 3, 5, 9, 10, 12, 14 and 15 of this Agreement shall survive the expiration or termination of this Agreement.

d. ENTIRE AGREEMENT

This Agreement, including Schedule I, contains the entire agreement of the parties as to Cityscope and supersedes any and all written or oral prior agreements and understandings. This Agreement may only be amended or modified in writing signed by both parties.

e. GOVERNING LAW

This Agreement shall be constructed in accordance with the laws of the State of NSW and any dispute under or concerning it will be submitted to the NSW Courts (including the Federal Court of Australia). The parties irrevocably submit to the jurisdiction of those courts. Should any part of this Agreement be or become invalid that part at the option of the Licensor shall be severed from this Agreement without affecting the validity of the remaining provisions. No delay or indulgence by the Licensor in enforcing this contract shall prejudice its rights.

f. ASSIGNMENT

This Agreement may not be assigned by the Licensee without the prior written consent of the Licensor. The Licensor may assign this Agreement without the Licensee's consent.

g. NOTICES

Any notice hereunder shall be sent by registered post, postage prepaid to either party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery, transmission or mailing date, as the case may be.

h. INDEPENDENT CONTRACTORS

The relationship of the parties will be that of independent contractors. Neither of the parties will have, and will not represent that it has, any power to bind the other, or to create any obligation on behalf of the other. Nothing stated in this Agreement shall be construed as constituting the Licensor or the Licensee as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties.

i. THIRD PARTY BENEFICIARY

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities.

j. SEVERABILITY

The final determination by a Court or regulatory authority of competent jurisdiction of the invalidity or unenforceability or any provision(s) of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, all of which shall remain fully

effective. Both parties shall use best their efforts to rewrite such invalid or unenforceable provision(s) in a way that will be acceptable to such Court and in accordance with the original intent of such provision(s) and incorporate such rewritten provision(s) into the Agreement.

17. **DEFINITIONS:**

- a. "Authorised Users" means all full and part time employees of the Licensee at an Authorised Site.
- b. "Database" means the licensed electronic publications/information service (including all the data and software).
- c. "Authorised Site" means the Licensee's work site.
- d. "Cityscope" means the database located at www.cityscopeonline.com.au on the world-wide web.