LICENCE TERMS APPLYING TO THE USE OF PSMA DATA

Under section 19 of the QuickAddress Aus Licence Terms and Conditions (QAS Standard Terms and Conditions), the QAS Standard Terms and Conditions are amended set out below. Other than as set out below the QAS Standard Terms and Conditions continue in full force and effect without amendment:-

THE FOLLOWING CLAUSES ARE INSERTED INTO THE QAS STANDARD TERMS AND CONDITIONS.

1. DEFINITIONS

1.1 In this licence:

(1) "Licensee" means the party identified as a signatory to the *Terms and conditions for access to Australian Business Register information* in the agreement between that party and the Australian Business Register;

(2) "PSMA" means PSMA Australia Limited ABN 23 089 912 710;

(3) "PSMA Data" means those data sets created by PSMA, including but not limited to Geocoded-National Address File (G-NAF), Administrative Boundaries and Postcode Boundaries;

(4) "User" means an employee or authorised contractor of the Licensee who has access to the PSMA Data;

(5) "VAR" means QAS Pty Ltd (ABN 95 082 851 272).

1.2 Words and expressions defined in the QAS Licence Terms and Conditions shall bear the same meaning herein and shall be incorporated herein by reference.

1.3 The terms of this licence are in addition to the terms of the QAS Licence Terms and Conditions.

2. ADDITIONAL RESTRICTIONS

2.1 The Licensee is not permitted to:

(1) grant anyone (including any group companies) access to PSMA Data, other than its Users;

(2) create a commercial product or service from PSMA Data;

(3) use the PSMA Data for direct marketing;

(4) display or distribute (whether for consideration or not) PSMA Data including, for example, address details, XY coordinates or vector format data over an open electronic network (including the internet).

2.2 Notwithstanding any other provision of this licence, the Licensee acknowledges and agrees to comply with any future legislation and/or Government policy which imposes binding restrictions or limitations on the use of the PSMA Data, including any restrictions or limitations relating to the

supply of PSMA Data or elements thereof to any person, and the terms of this licence will be varied accordingly.

3. PROTECTION OF PSMA DATA – LABELLING AND NOTICES

3.1 The Licensee shall comply with any reasonable directions of the VAR regarding the form and content of any copyright notice, PSMA thumbprint and/or disclaimer that is to appear on PSMA Data.

4. ASSISTANCE

4.1 The Licensee shall render all reasonable assistance to PSMA in relation to any actual, suspected or anticipated infringement of intellectual property rights in the PSMA Data.

4.2 The Licensee shall, at no charge, provide the VAR with suggestions to correct any errors detected in the PSMA Data.

5. IMPLIED TERMS

5.1 The Licensee acknowledges that in respect to the PSMA Data, neither the VAR nor PSMA, have any liability (including liability in negligence) to the Licensee for any loss or damage, consequential or otherwise, suffered or incurred by the Licensee caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind in the PSMA Data and/or advice, recommendation, information or services provided to the Licensee.

6. INDEMNITY

6.1 The Licensee indemnifies and hold harmless, PSMA and its officers, employees and agents ("those indemnified"), from and against any damages, loss (including loss of profits and any other consequential loss), costs, expenses (including legal costs and expenses) or liability incurred or suffered by any of those indemnified arising from:

(1) any claim from a third party alleging infringement of the intellectual property rights and which arises from use of the PSMA Data in a manner or for a purpose not reasonably contemplated or not authorised by the VAR under this licence;

(2) a breach of the Licensee's obligations under this licence or the other terms of the Agreement; or

(3) any wilful, unlawful or negligent act or omission by the Licensee;

7. TERMINATION

7.1 In addition to the termination rights under the QAS Licence Terms and Conditions, the VAR will be entitled to terminate immediately this licence by notice to the Licensee if:

(1) PSMA gives written notice to the VAR for the VAR to terminate this licence;

(2) the Licensee ceases or threatens to cease conducting the Licensee's business in the normal manner.

7.2 If the VAR's agreement with PSMA expires or terminates during the term of the Licensee's agreement with the VAR, this licence shall terminate at the time of such termination or expiry.

7.3 The Licensee shall do all that is possible to mitigate the Licensee's losses arising from the termination of the Agreement.

8. PSMA DISCLAIMER

8.1 While every care is taken to ensure the accuracy of the data within this product, the owners of the data (including the State, Territory and Commonwealth Governments of Australia) do not make any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and, to the extent permitted by law, the owners of the data disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damages) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason

9. SPECIAL TERMS AND CONDITIONS

9.1 If You have purchased a per User licence for PSMA data then the following Special Terms are to be incorporated into your agreement by clause 20 of the QAS Licence Terms and Conditions:

Clause 18 to include these additional clauses:

18.3.1 You warrant that number of Users specified within the order fully covers all the Users within your organisation (as defined by Australia Business Number) of PSMA Data for business purposes.

18.3.2 If the number of Users increases, you warrant that you will inform Experian QAS immediately in order to facilitate the acquisition of the appropriate number of additional licences.

18.3.3 If your Contract with Experian QAS is terminated, you may continue to use PSMA Data within your organisation under the terms of QAS Licence Terms and Conditions. If the numbers of Users or use of PSMA Data changes after termination then you warrant that you will immediately contact Experian QAS in order to acquire the correct licence.

9.2 If You have purchased PSMA data for use in QAS Licensed Products from another licensed value added reseller of PSMA Distribution or PSMA Australia or, if you are a government agency, and are allowed to use PSMA within your area of administration without royalty, then the following Special Terms are to be incorporated into your agreement by clause 20 of the QAS Licence Terms and Conditions:

Clause 18 to include these additional clauses:

18.3.1 You warrant that you have signed the appropriate licence for use of the PSMA Data in Experian QAS products.

18.3.2 You are responsible for paying full royalties for PSMA Data used within our QAS products or services. Any fees we incur as a result of direct royalties not being paid will be invoiced to you.

9.3 If You are using PSMA data for Testing or Development purposes before deployment to a live production environment then the following Special Terms are to be incorporated into your agreement by clause 20 of the QAS Licence Terms and Conditions:

The following Special Terms are to be incorporated into your agreement by clause 20 of the QAS Worldwide Licence Terms and Conditions:

Clause 18 to include these additional clauses:

18.3.1 You warrant that development and testing is on test/dummy data only and not in the "live" or Production Databases/s in your environment.

18.3.2 You warrant that on the completion of development and testing that all QAS Software and PSMA Data will be deleted from the development/test environment.

18.3.3 You warrant that developing and testing will not extend beyond the agreed time period. Extensions must be agreed in writing prior the expiration of the original time period.