

CITYSCOPE DATABASE LICENCE AGREEMENT

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- 1.1. Pursuant to this Licence, the Licensee acquires, for a period of one year from the date of purchase or renewal, a non-exclusive right to:
 - 1.1.1. use the one copy of the enclosed program and the data included therein;
 - 1.1.2. use the program strictly in accordance with the provisions of this Licence.
- 1.2. If the Licensee wishes to use the program on more than 5 computers at the same time or on a network server with more than 5 users, it must have paid an additional Licence fee.

2. *Licence Fee*

The Licensee is not entitled to use the program or included data until the Licence fee has been paid. In the case of payment by cheque, payment will not be deemed until the cheque has been cleared.

3. *Documentation*

This Licence extends to any enclosed or related documentation. The documentation may not be copied, modified or used in any way not contemplated or expressly authorised by this agreement.

4. *Licensee's Obligations*

- 4.1. The Licensee hereby undertakes the following obligations:
 - 4.1.1. to not copy, reproduce, translate, adapt, vary or modify the program and data therein without the express consent of **Cityscope - A division of RP Data Ltd.** except as expressly authorised by this agreement;
 - 4.1.2. to supervise and control the use of the program in accordance with the terms of this Licence;
 - 4.1.3. to only disclose this copy of Cityscope or any data contained in it to those of its employees by whom it is required to enable Cityscope to be used in a manner reasonably contemplated by **Cityscope - A division of RP Data Ltd.**;
 - 4.1.4. to ensure its employees, who have authorised access to the program are made aware of the terms of this Licence;
 - 4.1.5. to not use any part of Cityscope to produce material or products for sale to a third party or for general sale except as expressly authorised by **Cityscope - A division of RP Data Ltd.**;
 - 4.1.6. to not provide or otherwise make available or accessible the program or data in any form to any person other than those referred to in paragraph 4.1.5 without the written consent of **Cityscope - A division of RP Data Ltd.**; and
 - 4.1.7. to not use the program for or in connection with a service bureau operation.

- 4.1.8. to ensure the use of personal information provided in Cityscope is done so in accordance with the National Privacy Principles.

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- 5.1. The Licensee acknowledges that the program and data therein cannot be guaranteed error free and further acknowledges that the existence of any such errors shall not constitute a breach of this Licence.
- 5.2. Notwithstanding the above **Cityscope - A division of RP Data Ltd.** warrants that the software media is free from defects in manufacture and that the program will in all material respects perform in accordance with documentation.
- 5.3. **Cityscope - A division of RP Data Ltd.** will replace any defective media at no charge, subject to notification of the said defect within 90 days of the receipt of the media.
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 - 5.4.2. the repair of such goods;
 - 5.4.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 5.4.4. the payment of the cost of having the goods repaired.
- 5.5. The Licensee acknowledges that it has exercised its independent judgment in acquiring the program and has not relied on any representation made by **Cityscope - A division of RP Data Ltd.** which has not been stated expressly in this agreement or upon any descriptions or illustration or specifications contained in any documentation including catalogues or publicity material produced by **Cityscope - A division of RP Data Ltd.**

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- 6.2. The Licensee shall indemnify **Cityscope - A division of RP Data Ltd.** fully against all liabilities, costs and expenses which **Cityscope - A division of RP Data Ltd.** may incur to a third party as a result of the Licensee's breach of the copyright provisions of this agreement.

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- 7.1. The Licence commences upon receipt of the material and is granted in perpetuity, but may be terminated in the following circumstances:
 - 7.1.1. if the Licensee is in breach of any term of this agreement;

- 7.1.2. if the Licensee, being a corporation, becomes the subject of insolvency proceedings;
- 7.1.3. if the Licensee, being a firm or partnership, is dissolved; or
- 7.1.4. if the Licensee destroys the program and documentation for any reason.

7.2. Upon termination, the Licensee or its representative shall destroy any remaining copies of the program, its included data and documentation or otherwise return or dispose of such material in the manner directed by **Cityscope - A division of RP Data Ltd.**

7.3. Termination pursuant to this clause shall not affect any rights or remedies which **Cityscope - A division of RP Data Ltd.** may have otherwise under this Licence or at law.

8. ***Limitation of Liability***

Except as specifically provided in this agreement, all warranties are expressly excluded. **Cityscope - A division of RP Data Ltd.** shall not be responsible for any liability for economic loss or damage suffered by the Licensee (including liability for indirect or consequential loss) arising out of the use of the program or the data by the Licensee or any errors or omissions in the program or the data. The Licensee hereby releases **Cityscope - A division of RP Data Ltd.** from such liability.

9. ***Assignment***

The benefit of this agreement shall not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without **Cityscope - A division of RP Data Ltd.**'s written consent.

10. ***Waiver***

Failure or neglect by either party to enforce at any time any of the provisions of this agreement shall not be construed or deemed to be a waiver of that party's right under this Licence.

11. ***Governing Law***

This Licence shall be governed by and construed according to the law of the Commonwealth of Australia.