

Data Republic - End User Licence Agreement

Licensee: *[Insert name of organisation]*

Data Product: *[insert description of Data Product]*

Term: *[insert Term of Data Product licence]*

Permitted Purpose: *[insert Permitted Purpose]*

Special Conditions: *[insert Special Conditions that apply to Data Product]*

Fees: *[insert details of licence fees]*

Data Product Frequency of Updates: *[insert frequency of Data Product updates if applicable]*

Terms and Conditions

1 Agreement and Term

- (a) This End User Licence Agreement (**EULA**) is an agreement between the Participant, (**us, we and our**) and you, the end user (**End User, you, your**).
- (b) This EULA contains the terms and conditions that govern your licence to use the Data Product specified in the recitals.
- (c) This EULA commences on the date on which it is executed by you (**Commencement Date**) and shall continue for the period specified in the recitals (the **Term**), or until the date this EULA is otherwise terminated in accordance with its terms.

2 Grant of Licence to Data Product

Participant grants to you a revocable, worldwide, non-exclusive, non-transferable, non-sub licensable licence for the Term to:

- (a) use, adapt, modify, reproduce, reformat, transform and process the Data Product; and
 - (b) create Derivative Materials from the Data Product,
- on the terms and conditions set out in this EULA and subject at all times to any restrictions placed on the use of such Data Product as contemplated under clause 3 and the Permitted Purpose and any Special Conditions specified in the recitals.

3 Use of Data Product

You must, with respect to your use of any Data Product:

- (a) reference Data Republic as the source of any Data Product that you receive under this EULA;

- (b) comply with the Data Republic Acceptable Use Policy located at *[Insert URL here]*;
- (c) only use Data Product for the Permitted Purpose;
- (d) only access or use Data Product in accordance with any requirements, exclusions or Special Conditions set out in this EULA (including the recitals);
- (e) not reverse engineer or decompile any Data Product that uses, or include, any third party data such that you are able to access that third party data;
- (f) not take any steps, or permit others to take any steps, to seek to re-identify any individuals which are the subject of any Data Product;
- (g) not take any steps to seek to re-identify individuals using data contained within a Data Product;
- (h) not sell, sublicense, assign, transfer or otherwise commercially exploit any whole or part of a Data Product without prior written consent of Data Republic; and
- (i) not copy, record, reproduce, republish, post, broadcast, transmit or make any Data Product available to any other person or authorise or assist anyone else to do so, without prior written consent of Data Republic.

4 Compliance

Other than as expressly provided in this EULA, you must comply with all applicable Laws associated with the performance of your obligations and exercise of your rights under this EULA including the Privacy Laws.

5 Intellectual Property

- (a) You acknowledge and agree that all rights, title and interests (including all Intellectual Property Rights) in and to the Data Products will at all times remain owned by Data Republic and its licensors, and nothing in this EULA is intended to transfer such right, title or interest (including Intellectual Property Rights) to you.

6 Confidential Information

- (a) You shall hold, and shall cause your Affiliates, and your own and your Affiliate's Personnel to hold, in strictest confidence any and all confidential information or data or code (including the terms of this Agreement), plans, proposals or other material of any other party related to the operation, business or financing of Data Republic and any other information, code or data not of a published or public nature concerning or utilized by such party, but excluding any information, code or data:

- (i) that is in or enters the public domain other than by reason of a breach of clause 6(a) by you; or
- (ii) that was in your possession prior to its disclosure to you,

such information, code or data subject to the exclusion above being **Confidential Information**.

- (b) You may not use Confidential Information disclosed to you under this EULA for a purpose other than as contemplated by this EULA and you must not permit or assist any person to make any unauthorised use of Data Republic's Confidential Information.
- (c) Data Products and the underlying data from which they are comprised, remain Confidential Information of Data Republic notwithstanding any transformation or analysis of that Data Product or the underlying data by Participant to create Data Products or Derivative Materials. Transformations and analyses of Data Products may also include Confidential Information of other third parties (including other DR Participants). Inclusion or incorporation of Confidential Information of any one or more parties into a product or service shall not affect the fundamental character of confidence of the respective contributor's Confidential Information. The Confidential Information as respectively contributed and included in or incorporated into a product or service must only be used by you for a purpose expressly contemplated by this EULA and disclosed by you under limited disclosure conditions that are consistent with the requirements set out in this Agreement and which seek to protect the confidentiality of that Confidential Information to the benefit of the contributor of that Confidential Information.

7 Disclaimer

- (a) YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO CLAUSE 8, PARTICIPANT AND DATA REPUBLIC:
- (i) DO NOT REPRESENT, WARRANT OR ACCEPT ANY LIABILITY IN RELATION TO THE ACCURACY, CURRENCY, RELIABILITY OR QUALITY OF ANY DATA PRODUCTS OR DR PARTICIPANT DATA;

- (ii) DO NOT REPRESENT OR WARRANT THAT THE DATA PRODUCTS OR DR PARTICIPANT DATA ARE FREE FROM ERRORS OR OMISSIONS, OR THAT THEY ARE EXHAUSTIVE; AND
 - (iii) DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE DATA PRODUCTS AND DR PARTICIPANT DATA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (b) YOU ACKNOWLEDGE AND AGREE THAT CHANGES IN CIRCUMSTANCES AFTER THE COMMENCEMENT DATE MAY IMPACT THE ACCURACY AND RELIABILITY OF THE DATA PRODUCTS OR DR PARTICIPANT DATA.

8 Representations and Warranties

- (a) You represent and warrant that:
- (i) you have full power, authority and legal capacity to enter into this EULA and perform your obligations under this EULA;
 - (ii) execution and performance of this EULA will not result in a breach of any terms or conditions of any instrument or agreement to which it you are a party; and
 - (iii) you shall obtain and maintain all Consents applicable or necessary in order to perform your obligations under this EULA.

9 Indemnities

You shall defend, hold harmless and indemnify the Participant and its Affiliates and Affiliates' Personnel from and against any Loss suffered or incurred by Participant arising out of or in connection with:

- (a) your use of, or reliance on, any Data Product; and
- (b) your breach of this EULA.

10 Suspension & Termination

- (a) Participant may terminate or suspend this EULA and/or any licence to you to use a Data Product with immediate effect by giving written notice to you at any time if you:
- (i) breach any warranty or any other provision of this EULA which is incapable of being remedied, or where the breach is capable of being remedied, you fail to remedy the breach within 14 days after receiving written notice requiring you to do so;
 - (ii) breach any of clauses 3, 4 or 6 of this EULA;
 - (iii) become subject to an Insolvency Event;
 - (iv) fail to comply with any Laws (including Privacy Laws and Competition Laws) which are applicable to the Data Product and/or this EULA; or

- (v) you undergo a change of Control without Participant's prior written consent. For the purposes of this clause 10(a)(v).
- (b) Participant may terminate or suspend this EULA and/or any licence to you to use a Data Product with immediate effect by giving written notice to you at any time if the agreement between Participant and Data Republic relating to the Data Product is terminated or suspended for any reason whatsoever.
- (c) You acknowledge that Data Republic may suspend the performance of its Agreement with Participant without liability if:
 - (i) Participant is in breach of the terms of that Agreement, any Term Sheet and/or and Approved Data Request Form;
 - (ii) Data Republic discovers that Personal Information is included in the Data Product;
 - (iii) Data Republic believes that Participant's use of the Data Republic Platform causes an actual or potential contravention of the Data Security Protocols or is having, or is reasonably likely to have, an adverse material impact on Data Republic's ability to provide products and services (including Data Products) to Participant or other users;
 - (iv) Participant fails to comply with the Acceptable Use Policy;
 - (v) Data Republic's use of or access to the Data Republic Platform is suspended or terminated by the hosting service provider responsible for hosting the Data Republic Platform; or
 - (vi) Participant fails to comply with any Privacy Law, Antitrust Law or any other applicable Laws in relation to Data Products.
- (d) For clarity, unless otherwise agreed, if you fail to pay fees due and owing with respect to a Data Product and those fees are more than 30 days overdue, such breach will be deemed a material breach within the meaning of clause 10(a)(i) unless otherwise agreed between the parties.
- (e) From the date of termination of this EULA Participant will immediately cease the further provision of any data or data updates in any Data Product made available to you under this EULA.

10.2 Survival

- (a) Termination of this EULA does not affect any accrued rights or remedies of either party.
- (b) Without limiting any other provision of this EULA, clauses 6 (Confidential Information), 7 (Disclaimer), 9 (Indemnities), this clause 10.2 (Survival), and any other clauses which should by their nature survive termination of this EULA, survive termination or expiration of this EULA for any reason.

10.3 Assignment and subcontracting

- (a) You must not assign, change, subcontract, create a security interest over, encumber or otherwise deal with any of your rights or obligations under this EULA without the prior written consent of Participant.
- (b) Participant's consent to any sub-contracting, assignment or contracting out will not relieve you of your obligations to Participant under this EULA and you will be fully responsible to Participant for the acts or omissions of your sub-contractors, contractors, assigns and all their employees, as if they were your acts and omissions.

10.4 Governing law and jurisdiction

This EULA will be governed by and construed in accordance with applicable U.S. federal law and the laws of the State of California. Participant and the Beneficiaries irrevocably accept the nonexclusive jurisdiction of courts with jurisdiction sitting in the State of California, and waive any right to object to the venue on any ground.

11 Definitions

Acceptable Use Policy means the policy governing the use of DR Participant Products by Participant and other Users, as amended from time to time at the sole discretion of Data Republic.

Antitrust Laws means:

- (a) the Sherman Act, the Federal Trade Commission Act, the Clayton Act and/or any state law equivalent that is not pre-empted by federal law (as though the party were subject to those laws); and
- (b) in relation to the Participant, any antitrust legislation from time to time in force in any non-US jurisdiction (to the extent that the Participant is subject to the laws of that jurisdiction).

Data Product means the product, described in the recitals, which is licensed to the End User under this EULA.

DR Participant means a participant on the Data Republic Platform.

DR Participant Data means data contributed to the Data Republic Databases by a DR Participant.

Data Republic means the Data Republic Inc.

Data Republic Databases means the databases or data storage environments created and maintained by or on behalf of Data Republic and/or any of its Affiliates for the purposes of holding and analysing DC Data and creating and providing to Users the DR Participant Products.

Data Republic Platform means the system and application stack upon and within which the Data Republic Databases are hosted and the DR Participant Products are created.

Insolvency Event means where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;

- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

use, sharing, disclosure combination, compilation, transformation, storage, disposal, protection or other processing of personal information, in any form or format, by private or public entities, including but not limited to laws that pertain to privacy, information sharing, security, commercial communications, or the disclosure of security breaches.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) confidential information, trade secrets, technical data and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trademarks;
 - (vi) circuit layout designs, topography rights; and
 - (vii) rights in databases;
- (b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (d) Any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (e) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Participant means **[Insert Participant Details]**.

Privacy Laws all federal, state or local laws of the United States that pertain to, or govern the collection, use, secondary use, limitation to the

Executed in accordance with section 127 of the *Corporations Act 2001* by **[Insert End User]**:

Director Signature

Print Name

Director/Secretary Signature

Print Name