Application Program Interface Terms

1 Purpose

These Terms govern the use by Participant of Data Republic's API for the purpose of developing and running applications which make use of the Data Republic Platform and/or receive a Data Feed from the Data Republic Platform. These Terms also apply to the use of the API for applications which submit data to the Data Republic Platform.

These Terms apply in addition to, and without limiting or amending, the terms of this Agreement. In the event of a conflict, inconsistency or ambiguity between these Terms and any other term of the Agreement, the other term will prevail (in the order set out in clause 2 of the Agreement).

2 Compliance with and Amendments to these API terms

All use of the API and any API-related documentation, software, and materials provided or made available to Participant by Data Republic (collectively, the *API Materials*) is subject to, and Participant must comply with, these Terms.

These Terms may be updated by Data Republic from time to time and in its sole discretion, effective prospectively upon providing 30 days' notice of any changes to Participant. The current version of these Terms is located at www.datarepublic.com.au. By continuing to use the API, Participant agrees to any amendments to these Terms. If Participant does not agree to any amendments to these Terms, Participant can terminate these Terms and its use of the API Materials at any time.

3 Registration

(a) In order to begin using the API, Participant must register by undertaking the process set out at www.datarepublic.com.au.

(b) Once Participant has successfully registered, Participant will be provided with Access Credentials in order to use the API.

(c) Participant must keep their Access Credentials secure and confidential, and only provide Access Credentials to appropriate Personnel.

(d) All activity, including but not limited to activity in breach of the provisions set out in these Terms, undertaken using Access Credentials will be deemed to be activity of the relevant Participant who has been issued with those Access Credentials.

4 Licence

(a) Subject to clauses 4(b) and 4(c) of this Schedule, Participant acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to the API Materials, including, in each case, any right, title or interest (including Intellectual Property Rights) subsisting in any improvements to such materials, will at all times remain owned by Data Republic or its licensors and nothing in this Agreement is intended to transfer any right, title or interest (including Intellectual Property Rights) to Participant.

(b) Data Republic grants to Participant a limited, non-exclusive, non-transferable, non-sub-licensable licence for the Term of the applicable Term Sheet to use the API Materials to develop, test and support Participant's application on the terms and conditions set out in these Terms and the Agreement.

(c)   If the Agreement, a Term Sheet or an Approved Data Request Form expires or is terminated by either party, the licence granted under these Terms will also terminate and Participant must immediately cease using and accessing the API.

5   Use of the API

(a)   Participant will only use the API Materials in accordance with these Terms, the Agreement, any applicable Term Sheet and/or any applicable Approved Data Request Form.

(b)   Data Republic may monitor the use of the API by Participant to ensure quality, improve quality, resolve any security issues and verify Participant's compliance with these Terms, the Agreement, any applicable Term Sheet and/or any applicable Approved Data Request Form.

(c)   Data Republic may set and enforce limits on Participant's use of the API (for example, by limiting the number of API requests that Participant may make in a given time period) in its sole discretion. Participant agrees to, and will not attempt to circumvent, such limitations.

(d)   Participant must access and use the API in accordance with the Acceptable Use Policy.

(e)   Participant must not:

(i)   sell, lease, or sublicense (other than to an approved subcontractor) the API or access to the API or derive revenues from the use of the API, whether for direct commercial or monetary gain or otherwise except as expressly provided in the Agreement;

(ii)   attempt to access the API other than in accordance with the Access Credentials provided and approved by Data Republic;

(iii)   create an application that functions substantially the same as the API and offer it for use by third parties;

(iv)   create any permanent copies of any content obtained through the API, unless expressly permitted under the Agreement, Term Sheet or Approved Request Form;

(v)   use the API for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code; or

(vi)   use the API in any manner or for any purpose that violates any Law, or any rights of any person, including but not limited to Intellectual Property Rights.

(f)   Data Republic may suspend access to the API and/or any API Materials if Data Republic reasonably believes that Participant is in breach of these Terms.

6   Security

(a)   In addition to, and without limiting, any security requirements with which Participant is required to comply under the Agreement, Participant must properly configure its Systems in order to use the API in a secure manner.

(b)   Participant must promptly report in writing to Data Republic any security deficiencies in, or intrusions to, any Systems in connection with Participant's use of the API Materials.

7   Acknowledgment of independent development

Participant agrees and acknowledges that Data Republic, or third parties with whom Data Republic has entered into a relationship, may be independently creating applications or other

products or services that may be similar to or competitive with the application or purpose for which Participant has entered into a Data Republic Participation Agreement.

Nothing in these Terms will be construed as restricting or preventing Data Republic (or those third parties with whom it has entered into a relationship) from creating and fully exploiting any applications or other products or services, without any obligation to Participant (including but not limited to any obligation to inform Participant of such development or exploitation).

8   Attribution

Participant agrees to display any attribution(s) required by Data Republic as described in the documentation for the API. Data Republic grants to Participant a non-transferable, non-sublicenseable, non-exclusive license to any applicable DR Marks while the Terms are in effect in order to enable Participant to fulfil its obligations under these Terms.

9   Support

Data Republic may elect to provide Participant with support or modifications for the API (*Support*), in its sole discretion, and may terminate such Support at any time without notice to Participant.

Subject to this Agreement, Data Republic may change, suspend or discontinue any aspect of the API at any time, including the availability of any API. Data Republic may also impose limits on certain features and services or restrict Participant's access to parts or all of the API without liability.

Data Republic will provide no less than 30 days' notice of any suspension, change or discontinuation, except where that suspension, change or discontinuation occurs as a result of a security risk or incident or is required by Law (in which case, Data Republic will provide notice as reasonably practicable depending on the circumstances relating to the suspension, change or discontinuation).

Changes to the API will not apply retroactively. Data Republic will use commercially reasonable efforts to continue supporting the previous version of any API changed or discontinued for a reasonable period (but in any event no longer than 12 months) after the change or discontinuation, except if doing so:

(a)   would pose a security risk or risk that the Intellectual Property Rights of a third party might be breached;

(b)   is economically or technically burdensome; or

(c)   would be contrary to a change or discontinuation required in order to comply with Law or directions by a Government Agency.

Where continued support of an API is not practicable, Data Republic will (where practicable) provide an alternative API for Participant.

10   Disclaimer

Participant agrees and acknowledges that, to the extent permitted by Law (including the Australian Consumer Law if applicable) and subject to the warranties given under the Agreement, Data Republic and Data Contributors:

(a)   do not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or quality of the API Materials;

(b)   do not represent or warrant that the API Materials are free from errors or omissions, or that they are exhaustive; and

(c)   disclaim any warranties, representations or endorsements, express or implied, with regard to the API Materials, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

11   Legal compliance

Participant represents and warrants that it has the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute its Application, and that use by Data Republic of an Application developed by Participant will not violate the rights of any third party or any Law.

12   Indemnity

(a)   Participant shall defend, hold harmless and indemnify Data Republic and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Data Republic arising out of or in connection with Participant's misuse of the API Materials in breach of these Application Program Interface Terms, except to the extent that such Loss is caused or contributed to by an act or omission of Data Republic, its Related Bodies Corporate and/or their Personnel.

(b)   To the extent permitted by Law, under no circumstances will Participant be liable for any Consequential Loss under the indemnity given in clause 12(a).

13   Definitions and interpretation

The definitions and rules of interpretation set out in clause 1 of this Agreement apply to these Application Program Interface Terms unless the context requires otherwise. Additional defined terms are set out below.

Access Credentials means the necessary security measures provided to Participant in order to access the APIs.

Application means an application developed by an Application Developer.

Systems means the network, operating system and the software of web servers, databases and computer systems of Participant.

Terms means the Application Program Interface Terms set out in this Schedule 9.