



## LIXI END USER LICENCE AGREEMENT

### 1. Term

- 1.1 This Agreement remains in force until the Term of all Licences referred to in clause 2 have expired or this Agreement is otherwise terminated in accordance with its provisions.
- 1.2 The maximum initial Term of any Licence is one year, commencing on the date of the original grant and ending on the next Licence Renewal Date after the original grant. The Term of each Licence may be extended for further periods of one year, subject to the terms of clause 5.2.

### 2. Licence

- 2.1 Subject to the terms of this Agreement, LIXI grants to the Licensee rights as follows:
  - (a) If LIXI grants to the Licensee a licence in respect of the CAL 1 Standards Package:
    - (i) the provisions of Attachment A form part of this Agreement and set out the terms of licence;
    - (ii) the parties must comply with the provisions of Attachment A; and
    - (iii) the Licensed Material includes the CAL 1 Standards Package.
  - (b) If LIXI grants to the Licensee a licence in respect of the CAL 2 Standards Package:
    - (i) the provisions of Attachment B form part of this Agreement and set out the terms of licence;
    - (ii) the parties must comply with the provisions of Attachment A; and
    - (iii) the Licensed Material includes the CAL 2 Standards Package.
  - (c) If LIXI grants to the Licensee a licence in respect of the EGB Schema:
    - (i) the provisions of Attachment C form part of this Agreement and set out the terms of licence;
    - (ii) the parties must comply with the provisions of Attachment B; and
    - (iii) the Licensed Material includes the EGB Schema.
- 2.2 A Licence or Licence renewal will be deemed to have been granted if:
  - (a) LIXI has issued an invoice for the Licence Fee and the Licensee has paid that Licence Fee; or
  - (b) there is no Licence Fee payable by the Licensee and LIXI has provided a written notice stating that a licence in respect of the relevant Licensed Material has been granted.
- 2.3 If an Attachment to this Agreement is not expressly incorporated into this Agreement by clause 2.1, the Attachment does not form part of this Agreement and is without effect.
- 2.4 If the Licensee exercises any right it may have under a Licence to Sub-Licence or otherwise authorise any third party ("**Sub-Licensee**") to exercise any of the rights granted under the Licence:
  - (a) any act or omission of any Sub-Licensee in relation to the exercise of the sublicensed right will be deemed, for all purposes of this Agreement, to be an act or an omission of the Licensee; and
  - (b) in relation to the exercise of the sublicensed right by the Sub-Licensee, the Licensee must ensure that the Sub-Licensee complies with all the obligations of the Licensee as if the Sub-Licensee were a party to this Agreement in place of the Licensee.

### 3. Obligations and acknowledgements

- 3.1 Except as expressly permitted by this Agreement, the Licensee must not:
  - (a) authorise (whether by way of a Sub-Licence or otherwise) any other person to exercise any rights granted to the Licensee by this Agreement; or
  - (b) hire or enter into a commercial rental arrangement in respect of any Licensed Material.



3.2 The Licensee acknowledges and agrees that:

- (a) the Licensed Material and all Intellectual Property in the Licensed Material and associated trade marks remain the sole property of LIXI and its licensors;
- (b) it has no interest in or rights to the Licensed Material under this Agreement, except as set out in clause 2.

3.3 The Licensee must not:

- (a) use, modify, translate, decompile, reverse engineer, disassemble, reproduce, disseminate, disclose or create works derived from any Licensed Material, except as provided in this Agreement or as permitted by non-excludable law, if applicable;
- (b) remove any copyright notice contained within any Licensed Material;
- (c) use the word LIXI or LIXI's logo as a part of the Licensee's name or logo or product name or logo or otherwise use the word LIXI or LIXI's logo without LIXI's prior written consent; or
- (d) represent that its products or services have a relationship with or approval by LIXI that they do not have.

3.4 The Licensee must independently obtain and pay for any equipment or software necessary to use the Licensed Material.

3.5 The Licensee must comply with all Laws in connection with its use of the Licensed Material.

4. **Licensee indemnity**

The Licensee must indemnify LIXI, its agents, officers and employees, and keep them indemnified, from and against all Loss arising in connection with the use of the Licensed Material by the Licensee or any Sub-Licensee, including breach of this Agreement, violation of any Law or infringement of another's rights.

5. **Licence Fees and Licence Renewal**

5.1 If the Licensee's circumstances change during the Term of any Licence such that the Licensee falls into a higher Licence Fee Category, the Licensee must notify LIXI of that change and LIXI may require the Licensee to pay the Licence Fee for the higher Licence Fee Category. If LIXI determines that the Licensee is required to pay a higher licence fee for the higher Licence Fee Category, LIXI may issue a Tax Invoice for the additional Licence Fee at any time after making such determination and the Licensee must pay such invoice within 30 days of its receipt.

5.2 No less than 30 days prior to each Licence Renewal Date, LIXI will issue a Tax Invoice to the Licensee for the Licence Fees applicable for the renewal of each Licence (each a "**Renewal Fee**"). LIXI has the right to determine the Renewal Fees payable from time to time.

- (a) If the Licensee pays a Renewal Fee by the forthcoming Licence Renewal Date, the Term of the Licence will automatically be extended for a period of a further year, commencing on the Licence Renewal Date.
- (b) If the Licensee does not pay a Renewal Fee by the forthcoming Licence Renewal Date, the Term of the Licence will automatically be extended for an additional, temporary period of 30 days and then:
  - (i) If the Licensee pays the Renewal Fee during the temporary 30 day extension period, the Term of the Licence will automatically be extended for the remaining part of the year that ends on the next Licence Renewal Date; and
  - (ii) if the Licensee has still not paid the Renewal Fee for the Licence by the end those 30 days, the Term of the Licence will expire at the end of those 30 days.

This clause 5.2 ceases to apply if notice terminating this Agreement has been given by either party under clause 8.2, 8.3 or 8.4.

- 5.3 If the Licensee pays any Tax Invoice issued by LIXI under this Agreement, it must make such payment without set-off.
- 5.4 Without limiting clause 5.3, if the Licensee disputes an amount set out in LIXI's Tax Invoice, it must notify LIXI within 30 days of the date of the Tax Invoice and provide written reasons for the dispute.
- 5.5 A failure by the Licensee to notify LIXI of a dispute in accordance with clause 5.4 will be deemed to be acceptance of the amounts set out in the Tax Invoice and the Licensee waives any rights it might otherwise have to dispute the Tax Invoice.
- 5.6 The Licensee will nominate 1 person with whom LIXI will deal in relation to all invoices and payment matters.
- 5.7 LIXI may issue a Tax Invoice by sending it via electronic communications to any person nominated by the Licensee for that purpose.
- 5.8 The Licensee must pay LIXI interest on any amount due and not paid by the Licensee within the time required by this Agreement at the rate which is 2% per annum above the Commonwealth Bank of Australia Corporate Overdraft Reference Rate (and if that rate ceases to be quoted, any similar rate quoted by an Australian licensed bank nominated by LIXI) as quoted on the date on which payment was due (or if that date is not a Business Day, the next Business Day when the rate is quoted).
- 5.9 To the maximum extent permitted by law, Licence Fees are non-refundable.

## 6. Warranties

- 6.1 Each party warrants that it has not relied on any representation made by the other which has not been expressly stated in this Agreement.
- 6.2 LIXI does not warrant:
  - (a) title in or the performance, accuracy or reliability of the Licensed Material or any associated software or equipment;
  - (b) that the Licensed Material complies with any particular Laws or does not infringe the rights of any third party;
  - (c) that the Licensee's or its Sub-Licensees' use of the Licensed Material will render the Licensee or its Sub-Licensees compliant with the requirements of any applicable Laws;
  - (d) that the provision of any product or service utilising the Licensed Material will not infringe the rights of any third party; or
  - (e) that the Licensed Material will be suitable for the Licensee's purpose.
- 6.3 Subject only to any implied warranties that cannot legally be excluded, LIXI excludes all other conditions, warranties and representations, whether express or implied, as to any matter whatsoever, including the merchantability or the fitness for any particular use of the Licensed Material. Clause 10.1 applies to non-excludable warranties, to the extent applicable.
- 6.4 This clause 6 applies only to the maximum extent permitted by law.

## 7. Intellectual Property

- 7.1 LIXI must promptly notify the Licensee of any Infringement Claim.
- 7.2 The Licensee must:

- (a) immediately notify LIXI in writing if it becomes aware of any Intellectual Property infringement or suspected infringement by the Licensed Material, or potential for an Infringement Claim; and
- (b) provide LIXI with reasonable assistance in conducting the defence of any Infringement Claim brought by a third party.

7.3 If a court of competent jurisdiction finds the Licensed Material infringes the Intellectual Property rights of a third party, LIXI must, at its option and expense:

- (a) modify or replace the Licensed Material or the relevant component of the Licensed Material, so that the infringement is removed; or
- (b) procure for the Licensee the right to continue using the Licensed Material as contemplated by this Agreement, during the Term.

7.4 The Licensee acknowledges that modifications to the Licensed Material in accordance with clause 7.3(a):

- (a) may change, including reduce, the features and functionality of the Licensed Material;
- (b) may require the modification of software and systems that implement or otherwise use the Licensed Material, the cost of which will not be born by LIXI; and
- (c) must be promptly implemented by the Licensee, unless the Licensee immediately ceases using the Licensed Material and terminates this Agreement.

7.5 LIXI will have no obligations under this clause 7 if the Infringement Claim arises from:

- (a) the infringement of Intellectual Property by any software, data or hardware used in connection with the Licensed Material;
- (b) the Licensee's failure to implement modifications to any Licensed Material provided by LIXI to avoid infringement;
- (c) use of the Licensed Material in a manner or for a purpose not reasonably contemplated by or not authorised by LIXI under this Agreement; or
- (d) modification or alteration to the Licensed Material by the Licensee, any Sub-Licensee or any third party, whether authorised by LIXI or otherwise.

## 8. Termination

8.1 This Agreement will automatically terminate immediately if, at any time, the Term of all Licences have expired or have otherwise terminated.

8.2 LIXI may terminate this Agreement immediately by written notice to the Licensee if at any time:

- (a) the Licensee fails to pay any amount payable by the Licensee under this Agreement within 30 days of receipt of a request for payment which is made after the amount has become due and payable; or
- (b) the Licensee commits a breach of or fails to perform any or all of its obligations under this Agreement and does not remedy that breach or non-performance (if capable of remedy) or make reasonable compensation in money (if not capable of remedy) within 30 days after receipt of notice requiring it to do so.

8.3 LIXI may terminate this Agreement, on written notice, no less than 90 days prior to the next Licence Renewal Date.

8.4 The Licensee may terminate this Agreement with immediate effect by written notice to LIXI at any time.

8.5 Termination of this Agreement in accordance with this clause 8 in no way limits or prejudices any right or remedy which either party may have as a result of any breach of this Agreement.

## 9. Consequences of Termination

9.1 Subject to any express contrary provision in any Attachment to this Agreement, upon termination of this Agreement for any reason whatsoever, all Licences will end and the Licensee must:

- (a) cease all use of the Licensed Material; and
- (b) promptly destroy or return to LIXI all copies of the Licensed Material, at LIXI's option, and return all confidential information and other property of LIXI held by it, except to the extent any such material must reasonably be retained for compliance with applicable laws, regulations or industry codes.

9.2 Termination of this Agreement for any reason does not:

- (a) entitle the Licensee to any refund of any Licence Fee, unless otherwise required by law; or
- (b) affect the rights and obligations of either party arising prior to termination.

9.3 Clauses 3, 4, 5, 6, 8.5, 9, 10, 11, 12.3, 12.4, 12.6 to 12.11, 13, and all clauses that explicitly state that they apply after this Agreement ends survive termination of this Agreement.

## 10. Limitation of liability

10.1 If any legislation or other law implies in this Agreement any term, condition or warranty that cannot lawfully be excluded, that term, condition or warranty is deemed to be included in this Agreement. However, LIXI's liability for a breach of the applicable term, condition or warranty is, to the maximum extent permitted by law, limited to any one or more of the following, at LIXI's option:

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; or
- (b) if the breach relates to services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

10.2 Subject to clause 10.1 and to the maximum extent permitted by law, LIXI has no liability to the Licensee for any Loss, however caused (including by breach of contract, negligence or breach of statute), which is suffered or incurred in connection with or relating to this Agreement or the Licensed Material or otherwise arising out of the relationship between the parties regardless of whether LIXI was aware or ought to have been aware of the possibility of such Loss.

10.3 Subject to clause 10.1, to the maximum extent permitted by law LIXI's total liability to the Licensee for any and all Loss, however caused (including by breach of contract, negligence or breach of statute), which is suffered or incurred in connection with or relating to this Agreement or the Licensed Material or otherwise arising out of the relationship between the parties, to the extent it cannot lawfully be excluded under clause 10.2, is limited to the Licence Fees (less any GST or other taxes) paid to LIXI by the Licensee under this Agreement in the 12 months prior to the Loss occurring (less any other claims paid by LIXI in that period).

## 11. Notices

11.1 Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.

11.2 Any notice may be served by delivery in person, by post, transmission by facsimile or by e-mail to the address or number of the recipient most recently notified by the recipient to the sender.

11.3 Any notice is effective for the purposes of this Agreement upon delivery to the recipient or production to the sender of a facsimile or e-mail transmittal confirmation report between 9.00am and 5.00pm on a Business Day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next Business Day following delivery or receipt.

## 12. General

12.1 LIXI may novate, assign or sub-contract its rights and obligations under this Agreement subject to LIXI giving written notice of any novation or assignment to the Licensee.

12.2 In the event of a sale of the Licensee's business or any corporate restructuring, the Licensee may novate this Agreement to the relevant purchaser or entity ("**Assignee**") by obtaining LIXI's prior written consent, such consent not to be unreasonably withheld, provided the Assignee pays any difference between the Licence Fee already paid by the Licensee with respect to the remaining term of this Agreement, calculated on a pro rata basis, and the Licence Fee that would be payable by the Assignee if it sought the Licence directly from LIXI for the duration of that remaining term.

12.3 If any payment made by one party to any other party under or relating to this Agreement constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this Agreement.

12.4 This Agreement is governed by and construed under the law in the State of New South Wales and each party hereby irrevocably, generally and unconditionally submits to the non exclusive jurisdiction of any court with jurisdiction in that State, in relation to both itself and its property.

12.5 LIXI may amend this Agreement:

- (a) effective on and from an Licence Renewal Date, by giving the Licensee no less than 60 days prior written notice;
- (b) effective immediately upon written notice to the Licensee where the amendment is to the benefit of the Licensee; or
- (c) otherwise with the written agreement of the Licensee.

12.6 This Agreement confers rights only upon a person expressed to be a party, and not upon any other person.

12.7 This Agreement:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

12.8 In the event of any inconsistency between the terms of this document and any other document forming part of this Agreement, the provisions of this document take precedence to the extent of the inconsistency, unless expressly stated otherwise.

12.9 Any indemnity agreed by any party under this Agreement:

- (a) constitutes a liability of that party separate and independent from any other liability of that party under this Agreement or any other agreement; and



(b) survives and continues after performance of this Agreement.

12.10 Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

12.11 Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

### 13. Definitions and interpretation

13.1 In this Agreement, unless the context requires otherwise:

**Agreement** means this document and any document executed by the parties that expressly incorporates the terms of this document;

**Attachment** means any Attachment to this Agreement.

**Business Day** means any day on which banks are open and conduct normal trading operations in Sydney other than a Saturday or Sunday;

**CAL 1 Standards Package** means the group of Standards from the published collection known as "CAL 1-based Standards" with respect to which the Licensee has paid the applicable Licence Fee as specified in the Licence Fee Schedule.

**CAL 2 Schema** means a schema derived by LIXI from the LIXI 2.0 Data Dictionary.

**CAL 2 Standards Package** means the group of Standards known as "CAL 2", incorporating the LIXI 2.0 Data Dictionary; CAL 2 Schemas; and related and derived schemas, data message standards and data dictionaries.

**Consequential Loss** means any indirect, incidental, special or consequential loss, loss of business profits, business interruption, loss of business information (including computer data), loss of business (whether or not caused by LIXI's negligence), loss of goodwill or loss due to delay;

**EGB Schema** means the Standards Package known as the "Electronic Guidebook Schema" that incorporates the electronic guidebook methodology including the format and schema that is used to create, utilise, publish or consume an electronic guidebook.

**GST** means any tax, levy, charge or impost implemented under the GST Law or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Law.

**GST Law** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

**Infringement Claim** means any bona fide claim that has not been withdrawn within 30 days of LIXI's receipt of notice of the claim, or any legal proceedings commenced alleging that the Licensed Material infringes the Intellectual Property of any person.

**Intellectual Property** means:

- (a) any commercial information, industrial or intellectual property (whether in material form or not) or rights of a proprietary nature, including without limitation:
  - (i) any copyright, invention, patent, design, trade mark, service mark, domain name, semiconductor, idea, confidential information, trade secret, know-how, database; or
  - (ii) any rights protected or recognised under any laws anywhere in the world related to the above or any similar laws; and
- (b) anything (whether in material form or not) copied or derived from the above property or rights.



**Laws** means laws, regulations, codes or industry standards.

**Licence** means any licence granted as contemplated by clause 2 and includes any renewal of any such licence in accordance with clause 5.2.

**Licence Fee** means, in relation to any Licensed Material, the annual licence fee payable in respect of that Licensed Material, calculated in accordance with the Licence Fee Schedule in place at the time LIXI issues its invoice in respect of the Licence Fee payable.

**Licence Fee Categories** means, in respect of any Licensed Material, the categories of persons referred to in the Licence Fee Schedule as being liable to pay one licence fee or another in respect of that Licensed Material. A "higher Licence Fee Category" refers to a category of persons which has to pay a higher licence fee than another category of persons.

**Licence Fee Schedule** means LIXI's published schedule of Licence Fees, as amended by LIXI from time to time;

**Licence Renewal Date** means, in respect of any Licence, the first day of January in the year following the date on which the Licence was granted or was most recently renewed.

**Licensed Material** means the items which clause 2.1 states are included as Licensed Material;

**Licensee** means an entity which, at their request, is granted a Licence by LIXI to use any Licensed Material on the terms of this Agreement.

**LIXI** means LIXI Limited ABN 53 095 299 835.

**LIXI 2.0 Data Dictionary** means the collection of data terms and definitions published by LIXI to derive the CAL 2 Schemas, and known as the "LIXI 2.0 Data Dictionary"

**Loss** means claims, losses, costs, expenses, liabilities and damages (including Consequential Loss and legal costs and disbursements on a solicitor and own client basis) sustained or incurred, whether directly or indirectly or consequentially or in any other way;

**Schema** means any data schema, definition, structure, methodology or ontology, or other manner used to standardise the collection, preparation, storage or exchange of data within or between systems or applications, including application programming interfaces and messaging standards, and including related documentation;

**Standards** means the individual Schema ratified by LIXI, together with any supporting documentation LIXI may supply to the Licensee from time to time such as user guides, requirements documents or discussion documents;

**Standards Package** means a set of Standards that can be licensed in accordance with clause 2.1.

**Sub-Licensee** has the meaning indicated in clause 2.4 and includes any person referred to as an "Authorised User" in any Attachment.

**Tax Invoice** has the meaning given by GST Law;

**Term**, in respect of a Licence, has the meaning indicated in clause 1.2.

**Wholly Owned Relative.** A corporation is a Wholly Owned Relative of another corporation if either corporation is a Wholly Owned Subsidiary of the other corporation.

**Wholly Owned Subsidiary** has the meaning given by s9 of the *Corporations Act 2001* (Cth).

13.2 In this Agreement, unless the context requires otherwise:

- (a) headings are for reference purposes only and do not affect construction or interpretation;
- (b) the singular includes the plural and vice versa;



- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this Agreement includes its successors and permitted assigns; and
- (g) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it.



## ATTACHMENT A

### TERMS APPLICABLE TO CAL 1 STANDARDS PACKAGE

#### 14. Term

14.1 The Term of the Licence granted under this Attachment is as stated in clause 1.2.

#### 15. Licence

15.1 Subject to the terms of this Agreement (including this Attachment), LIXI grants to the Licensee:

- (a) a personal, non-transferable, non-exclusive licence to use the CAL 1 Standards Package during the Term for the Licensee's own internal business purposes;
- (b) a personal, non-transferable, non-exclusive perpetual licence commencing at the end of the Term, to use the CAL 1 Standards Package in the Territory solely for backing up or accessing Historic Data, for the purposes of reviewing, auditing or reporting on that data, and for disaster recovery purposes or as otherwise required by law.

#### 16. Sublicensing

16.1 Subject to clause 17, the Licensee may authorise:

- (a) any Other CAL 1 Licensee, during the Term, to use a CAL 1 Licensee Schema or CAL 1 Licensee Software, whether as a bureau, outsourced or managed service or otherwise; and
- (b) any Authorised User to use a CAL 1 Licensee Schema or CAL 1 Licensee Software solely for the conduct of the Licensee's own internal business purposes.

#### 17. Restrictions

17.1 The Licensee must not use the CAL 1 Standards Package or exercise any rights granted to it under clause 2 outside the Territory or after the Term.

17.2 The Licensee must not transmit CAL 1 Data to, or receive CAL 1 Data from, any person who is not an Other CAL 1 Licensee and the Licensee must not authorise (whether by way of licence or otherwise) any other person to do so.

17.3 For the avoidance of doubt, the licence granted under clause 15 does not permit the use of, and the Licensee and its Authorised Users must not use, the CAL 1 Standards Package after the Term:

- (a) in relation to any data other than Historic Data;
- (b) for the transmission of data to anyone other than the Licensee; or
- (c) for developing, distributing or licensing the use of any CAL 1 Licensee Schema, CAL 1 Licensee Software or other software application or service,

except to the extent that non-excludable law provides otherwise.

#### 18. "Use"

18.1 For the purposes of clause 17 and elsewhere in this Agreement, a reference to "use" of the CAL 1 Standards Package, means to copy and use the CAL 1 Standards Package, whether for development, production, testing, backup or other internal purposes, and in the case of Licensees to modify the Standards Package including to derive CAL 1 Licensee Schema or develop CAL 1 Licensee Software.

#### 19. Licensee Obligations

19.1 The Licensee must:

- (a) independently obtain and pay for any equipment or software necessary to use the CAL 1 Standards Package;
- (b) in the case of the Licensee, only supply or grant any right to use CAL 1 Licensee Schema or CAL 1 Licensee Software, whether as a bureau, outsourced or managed service or otherwise, to an Other CAL 1 Licensee;
- (c) not grant or allow any sub-licence of or other rights to use or access all or any part of the CAL 1 Standards Package, including through the operation of a bureau or other outsourced or managed service, to any person or entity who is not an Other CAL 1 Licensee;

## 20. Termination

20.1 If this Agreement terminates or the Term of the Licence granted under this Attachment expires, without being renewed under clause 5.2, the Licensee must:

- (a) cease all use of the CAL 1 Standards Package except as permitted by clause 15.1(b); and
- (b) promptly destroy or return to LIXI all copies of the CAL 1 Standards Package, at LIXI's option, and return all confidential information and other property of LIXI it holds relating to the CAL 1 Standards Package, except to the extent any such material must reasonably be retained for the purpose of exercising rights under clause 15.1(b) or for compliance with applicable laws, regulations or industry codes.

20.2 The provisions of clause 20.1 survive termination of this Agreement.

## 21. Definitions and interpretation

21.1 In this Attachment, unless the context requires otherwise:

**Authorised User** means a person:

- (a) specified as such in any licence certificate issued to the Licensee by LIXI;
- (b) who is using the CAL 1 Standards Package licensed to the Licensee solely for the internal business purposes of the Licensee, including through CAL 1 Licensee Software or software or services licensed to the person by or at the request of the Licensee, whether through a managed service or otherwise; or
- (c) who is providing the Licensee with consulting services solely in relation to the Licensee's own systems.

**CAL 1 Data** means any data that has been prepared by, compliant with, or by reference to, the CAL 1 Standards Package or CAL 1 Licensee Schema.

**Historic data** means CAL 1 Data generated during the Term using the CAL 1 Standards Package in accordance with clause 15.1(a).

**CAL 1 Licensee Schema** means a Schema or parts of a Schema derived by or on behalf of a Licensee from, or by implementing, extending and/or restricting, one or more Schema contained in the CAL 1 Standards Package;

**CAL 1 Licensee Software** means software that uses one or more parts of the CAL 1 Standards Package, or incorporates one or more parts of the CAL 1 Standards Package as components.

**Other CAL 1 Licensee** means a person other than the Licensee who has been granted a licence by LIXI to use the CAL 1 Standards Package on the terms of this Agreement.

**Territory** means Australia or such other place specified in any licence certificate issued to the Licensee by LIXI;

## ATTACHMENT B

### TERMS APPLICABLE TO CAL 2 STANDARDS PACKAGE

#### 22. Term

22.1 The Term of the Licence granted on the terms of this Attachment is as stated in clause 1.2.

#### 23. Licence

23.1 Subject to the terms of this Agreement (including this Attachment), LIXI grants to the Licensee a personal, non-transferable, non-exclusive licence for the Term to reproduce and make and reproduce adaptations (including derivative versions) of all or part of the CAL 2 Standards Package in the Territory for the purposes of:

- (a) deriving one or more CAL 2 Licensee Schemas;
- (b) developing, testing and executing CAL 2 Licensee Software;
- (c) preparing, storing, modifying and reading CAL 2 Data; and
- (d) transmitting or receiving CAL 2 Data to or from Other CAL 2 Licensees;

23.2 Subject to the terms of this Agreement (including this Attachment), commencing at the end of the Term, LIXI grants to the Licensee a personal, non-transferable, non-exclusive perpetual licence to reproduce all or part of the CAL 2 Standards Package and any CAL 2 Licensee Software, solely for the purposes of accessing Historic Data.

#### 24. Sublicensing

24.1 Subject to clause 24.2:

- (a) the Licensee may authorise any Authorised User to exercise any of the rights granted to the Licensee under clause 23 for the conduct of the Licensee's own Internal Business Purposes; and
- (b) the Licensee may authorise any Other CAL 2 Licensee to process CAL 2 Data, during the Term, by reference to a CAL 2 Licensee Schema or by execution of CAL 2 Licensee Software, whether as a bureau, outsourced or managed service or otherwise, for the Internal Business Purpose of the Licensee or of the Other CAL 2 Licensee,

24.2 The Licensee must ensure that any person authorised by the Licensee pursuant to clause 24.1 does nothing in connection with the CAL 2 Standards Package or any CAL 2 Data which this Agreement prohibits the Licensee from doing.

#### 25. Restrictions

25.1 Except as otherwise permitted by non-excludable law::

- (a) the Licensee must not make any use of the CAL 2 Standards Package or any part of it except as expressly permitted by this Agreement;
- (b) the Licensee must not use the CAL 2 Standards Package or exercise any rights granted to it under clause 23 outside the Territory or after the Term; and
- (c) subject to clause 25.2, the Licensee must not transmit or receive any CAL 2 Non-Compliant Data to or from any person who is not a Wholly Owned Relative of the Licensee and the Licensee must not authorise (whether by way of licence or otherwise) any other person to do so; and
- (d) subject to clause 25.2, the Licensee must not transmit or receive CAL 2 Data to or from any person who is not an Other CAL 2 Licensee and the Licensee must not authorise (whether by way of licence or otherwise) any other person to do so.

25.2 Nothing in clauses 25.1(c) or 25.1(d) prevents the Licensee from using a Telecommunications Service Provider for the transmission or storage of CAL 2 Data.

25.3 For the avoidance of doubt, the licence granted under clause 23 does not permit the use of the CAL 2 Standards Package after the Term:

- (a) in relation to any data other than Historic Data;
- (b) for the transmission of data to anyone other than the Licensee; or
- (c) for developing, distributing or licensing the use of any CAL 2 Licensee Schema, CAL 2 Licensee Software or other software application or service,

and the Licensee must ensure that it and its Authorised Users do not make such use, except to the extent that non-excludable law permits them to do so.

## 26. "Use"

26.1 For the purposes of clause 25 and elsewhere in this Agreement, a reference to "use" of the CAL 2 Standards Package includes:

- (a) reproduction of the CAL 2 Standards Package or any part of it;
- (b) creation of any adaptation or other modified or derivative version of the CAL 2 Standards Package or any part of it;
- (c) preparing, storing, modifying, transmitting, receiving and reading CAL 2 Data by reference to the CAL 2 Standards Package or any part of it; and
- (d) in relation to any CAL 2 Licensee Software includes:
  - (i) development, testing and execution of the CAL 2 Licensee Software; and
  - (ii) transmitting and receiving data prepared using any CAL 2 Licensee Software.

26.2 For the avoidance of doubt, use of any CAL 2 Licensee Software necessarily involves the use of any CAL 2 Related Component that is incorporated into the CAL 2 Licensee Software.

## 27. Compliance Testing

27.1 The Licensee acknowledges and agrees that licensing of the CAL 2 Standards Package is intended to create a community of users who are able to freely exchange CAL 2 Compliant Data and that restrictions on the exchange of non-compliant data are necessary to ensure that this intention is realised.

27.2 In furtherance of the objectives stated in clause 27.1, the Licensee acknowledges and agrees that:

- (a) LIXI may develop a testing protocol and testing regime ("**CAL 2 Compliance Testing Regime**") to verify whether a sample of the Licensee's CAL 2 Data would comply with the requirements stated in clause 25.1(c).
- (b) At LIXI's request, the Licensee must submit a reasonable set of test case data to LIXI's CAL 2 Compliance Testing Regime for verification. Such test case data may be examples of: CAL 2 Data that the Licensee transmits to or receives from Other CAL 2 Licensees; specifications for such data that the Licensee expects to transmit to or receive from Other CAL 2 Licensees; or CAL 2 Data generated from such specifications.
- (c) If LIXI issues a notice requesting the Licensee to submit to the CAL 2 Compliance Testing Regime, as contemplated by clause 27.2(b):
  - (i) LIXI and the Licensee must consult as reasonably requested by LIXI to identify a reasonable set of test cases which can be used for such testing and a reasonable compliance testing schedule under which those test cases will be submitted to the CAL 2 Compliance Testing Regime;

- (ii) if LIXI and the Licensee are unable to agree on any matters referred to in clause 27.2(c)(i) within 60 days of LIXI's initial request for submission to the CAL 2 Compliance Testing Regime, LIXI may issue a notice to the Licensee stating reasonable requirements as to any of those matters which the parties were unable to agree and the Licensee must then comply with those requirements as notified by LIXI;
  - (iii) subject to clause 27.2(c)(iv), LIXI and the Licensee will be responsible for their own costs in relation to complying with their obligations under this clause 27.2.
  - (iv) LIXI may require the Licensee to pay a compliance testing fee which will not exceed 20% of the Licence Fee paid most recently by the Licensee in respect of the licence granted under this Attachment. LIXI may issue a Tax Invoice for such compliance testing fee at any time after LIXI gives notice to the Licensee that it is required to submit to the CAL 2 Compliance Testing Regime.
- (d) If the CAL 2 Compliance Testing Regime detects that the test case data does not comply with the requirements stated in clause 25.1(c), the Licensee must:
- (i) promptly cease transmitting to and receiving CAL 2 Data from Other CAL 2 Licensees;
  - (ii) promptly take all steps necessary to ensure that the Licensee does comply with its obligations under clause 25.1(c);
  - (iii) on completion of the remedial actions referred to under clause 27.2(d)(ii), promptly resubmit to the CAL 2 Compliance Testing Regime as and when reasonably requested by LIXI;
  - (iv) reimburse LIXI for all costs reasonably incurred by LIXI in conducting the repeated CAL 2 Compliance Testing Regime, as contemplated by clause 27.2(d)(iii); and
  - (v) not transmit CAL 2 Data to or receive CAL 2 Data from Other CAL 2 Licensees until the CAL 2 Compliance Testing Regime verifies that the test case data does comply with the Licensees obligations under clause 25.1(c).

27.3 LIXI may not give notice to the Licensee requiring the Licensee to submit to the CAL 2 Compliance Testing Regime, as contemplated by clause 27.2(c), more than once during any calendar year.

## 28. Termination

28.1 If this Agreement terminates or the Term of the Licence granted under this Attachment expires, without being renewed under clause 5.2, the Licensee must:

- (a) cease all use of the CAL 2 Standards Package except as permitted by clause 23.2; and
- (b) promptly destroy or return to LIXI all copies of the CAL 2 Standards Package, at LIXI's option, and return all confidential information and other property of LIXI it holds relating to the CAL 2 Standards Package, except to the extent any such material must reasonably be retained for the purpose of exercising rights under clause 23.2 or for compliance with applicable laws, regulations or industry codes.

28.2 The provisions of clause 28.1 survive termination of this Agreement.

## 29. Definitions and interpretation

29.1 In this Attachment A, unless the context requires otherwise:

**Authorised User** means a person:

- (a) specified as such in any licence certificate issued to the Licensee by LIXI;
- (b) who is using the CAL 2 Standards Package licensed to the Licensee solely for the internal business purposes of the Licensee, including through CAL 2 Licensee Software or software or services licensed to the person by or at the request of the Licensee, whether through a managed service or otherwise; or
- (c) who is providing the Licensee with consulting services solely in relation to the Licensee's own systems.



**CAL 2 Compliant Data** means CAL 2 Data that complies with the specifications in the CAL 2 Standards Package. CAL 2 Data is not CAL 2 Compliant Data if it includes any data items which are not specified in the CAL 2 Standards Package or includes any data values which are inconsistent with the specifications in the CAL 2 Standards Package.

**CAL 2 Data** means any data that has been prepared by, or by reference to, any CAL 2 Related Component.

**CAL 2 Licensee Schema** means a Schema derived by or on behalf of the Licensee from, or by implementing and/or restricting one or more Schemas contained in the CAL 2 Standards Package.

**CAL 2 Licensee Software** means software developed by or on behalf of the Licensee that incorporates any CAL 2 Related Component.

**CAL 2 Non-Compliant Data** means CAL 2 Data which is not CAL 2 Compliant Data.

**CAL 2 Related Component** means the whole or any part of:

- (a) the CAL 2 Standards Package ; or
- (b) any CAL 2 Licensee Schema,

and includes any reproduction or derivative version or adaptation of any of the forgoing. A CAL 2 Related Component also includes any such reproduction, derivative version or adaptation that is encoded in any programming language or other representation for incorporation into any CAL 2 Licensee Software.

**Historic Data** means CAL 2 Data generated during the Term in accordance with this Agreement.

**Internal Business Purposes** means the creation or processing of CAL 2 Data in circumstances where the content of the CAL 2 Data file is specifically relevant to the business of the entity. For example:

- (a) If a broker created a CAL 2 Data message concerning a loan application and sent the message to the relevant lender, who then processed the message, the lender and the broker would each be using the CAL 2 Standards Package for their own Internal Business Purposes.
- (b) If a message processing bureau, unconnected with the business process of applying for or granting the loan referred to in paragraph (a) were to create the CAL 2 Data message on behalf of the broker, or to route, reformat or otherwise process the CAL 2 Data message on behalf of the lender, the message processing bureau would not be using the CAL 2 Standards Package for its own Internal Business Purposes.

**Other CAL 2 Licensee** means a person other than the Licensee who has been granted and holds a current licence by LIXI to use the CAL 2 Standards Package on the terms of this Agreement.

**Telecommunications Service Provider** is any person who is involved in the transmission of CAL 2 Data but does not interpret the CAL 2 being transmitted by reference to any CAL 2 Related Component.

**Territory** means Australia or such other place specified in any licence certificate issued to the Licensee by LIXI.



## ATTACHMENT C

### TERMS APPLICABLE TO EGB SCHEMA

#### 30. Term and Licence Prerequisites

30.1 The Term of the Licence granted on the terms of this Attachment is as stated in clause 1.2.

30.2 The grant of rights under clause 31.1 of this Attachment is conditional upon the Licensee obtaining and maintaining a concurrent licence under clause 23.1 of Attachment B. If the Licensee's rights under clause 23.1 end for any reason during the Term, the licence granted under clause 31.1 will also end.

#### 31. Licence

31.1 Subject to the terms of this Agreement (including this Attachment), LIXI grants to the Licensee a personal, non-transferable, non-exclusive licence for the Term to reproduce all or part of the EGB Schema in the Territory for the purposes of:

- (a) developing, testing and executing EGB Licensee Software;
- (b) producing Electronic Guidebooks for the Internal Business Purpose of the Licensee; and
- (c) providing Electronic Guidebooks to Other EGB Licensees, or using Electronic Guidebooks provided to the Licensee by Other EGB Licensees.

31.2 Subject to the terms of this Agreement (including this Attachment), commencing at the end of the Term, LIXI grants to the Licensee a personal, non-transferable, non-exclusive perpetual licence to use Electronic Guidebooks solely for the purpose of verifying or accessing Historic Data.

#### 32. Sublicensing

32.1 Subject to clause 32.2:

- (a) the Licensee may authorise any Authorised User to exercise- any of the rights granted to the Licensee under clause 31 for the conduct of the Licensee's own Internal Business Purposes; and
- (b) the Licensee may authorise any Other EGB Licensee to produce or reproduce, during the Term, Electronic Guidebooks on the Licensee's behalf, or execute EGB Licensee Software for the Internal Business Purpose of the Other EGB Licensee, whether as a bureau, outsourced or managed service or otherwise.

32.2 The Licensee must ensure that any person authorised by the Licensee pursuant to clause 32.1 does nothing in connection with the EGB Schema or any Electronic Guidebooks which this Agreement prohibits the Licensee from doing.

#### 33. Restrictions

33.1 Except as otherwise permitted by non-excludable law:

- (a) the Licensee must not make any use of the EGB Schema or any part of it except as expressly permitted by this Agreement;
- (b) the Licensee must not use the EGB Schema or exercise any rights granted to it under clause 31 outside the Territory or after the Term;
- (c) the Licensee must not create any adaptations (including derivative versions) of the EGB Schema or any part of it;
- (d) the Licensee must not generate Electronic Guidebooks that do not conform to the specifications of the EGB Schema;
- (e) the Licensee must not generate Electronic Guidebooks to be used for the preparation of data that is not CAL 2 Data; and

- (f) subject to clause 33.2, the Licensee must not transmit an Electronic Guidebook to any person who is not an Other EGB Licensee.

33.2 Nothing in clause 33.1(f) prevents the Licensee from using a Telecommunications Service Provider for the transmission or storage of an Electronic Guidebook.

33.3 For the avoidance of doubt, the licence granted under clause 31 does not permit the use of, and the Licensee and its Authorised Users must not use, the EGB Schema or an Electronic Guidebook after the Term:

- (a) in relation to any data other than Historic Data;
- (b) in relation to the transmission of data to anyone other than the Licensee; or
- (c) for developing, distributing or licensing the use of any EGB Licensee Software, Electronic Guidebook, or other software application or service,

except to the extent that non-excludable law provides otherwise.

#### 34. "Use"

34.1 For the purposes of clause 33 and elsewhere in this Agreement:

- (a) a reference to "use" of the EGB Schema includes:
  - (i) reproduction of the EGB Schema or any part of it;
  - (ii) creation of any adaptation or other modified or derivative version of the EGB Schema or any part of it;
- (b) reference to "use" of any Electronic Guidebook includes:
  - (i) reproduction of the Electronic Guidebook or any part of it;
  - (ii) preparing, storing, modifying, transmitting, receiving, validating or reading data by reference to the Electronic Guidebook;
- (c) reference to "use" of any EGB Licensee Software includes:
  - (i) reproduction of the EGB Licensee Software or any part of it;
  - (ii) development, testing and execution of the EGB Licensee Software; and
  - (iii) transmitting and receiving data prepared using any EGB Licensee Software.

34.2 For the avoidance of doubt, use of any EGB Licensee Software or Electronic Guidebook necessarily involves the use of any EGB Schema that is incorporated into the EGB Licensee Software or Electronic Guidebook.

#### 35. Licensee Obligations

35.1 If the Licensee authorises an Other EGB Licensee who is not a Wholly Owned Relative of the Licensee to use an Electronic Guidebook, the Licensee:

- (a) must promptly supply a copy of the Electronic Guidebook to LIXI; and
- (b) hereby grants to LIXI a licence to make available copies of the Electronic Guidebook to all Entitled Guidebook Recipients for as long as they are authorised.

35.2 The Licensee must provide, or otherwise make available, an Electronic Guidebook to each Entitled Guidebook Recipient.

### 36. Termination

36.1 If this Agreement terminates or the Term of the Licence granted under this Attachment expires without being renewed under clause 5.2, the Licensee must:

- (a) cease all use of the EGB Schema, except as permitted by clause 31.2; and
- (b) promptly destroy or return to LIXI all copies of the EGB Schema, at LIXI's option, and return all confidential information and other property of LIXI it holds relating to the EGB Schema, except to the extent any such material must reasonably be retained for the purpose of exercising rights under clause 31.2 or for compliance with applicable laws, regulations or industry codes.

36.2 The provisions of clause 36.1 survive termination of this Agreement.

### 37. Definitions and Interpretation

37.1 In this Attachment B, unless the context requires otherwise:

**Authorised User** means a person:

- (a) specified as such in any licence certificate issued to the Licensee by LIXI;
- (b) who is using the EGB Schema licensed to the Licensee solely for the Internal Business Purposes of the Licensee, including through EGB Licensee Software or software or services licensed to the person by or at the request of the Licensee, whether through a managed service or otherwise; or
- (c) who is providing the Licensee with consulting services solely in relation to the Licensee's own systems.

**EGB Licensee Software** means software developed by or on behalf of the Licensee that generates or uses Electronic Guidebooks, or uses one or more parts of the EGB Schema, or incorporates one or more parts of the EGB Schema as components.

**Electronic Guidebook** means an instance of an XML file that conforms to the EGB Schema, and can act as the basis for form configuration, CAL 2 Data preparation and validation, and to generate human readable documents derived from CAL 2 Data.

**Entitled Guidebook Recipient** means an Other EGB Licensee, other than a Wholly Owned Relative of the Licensee, that the Licensee

- (a) has authorised, and continues to authorise, to receive and use an Electronic Guidebook; and/or
- (b) has authorised, and continues to authorise, to transmit CAL 2 Data that conforms to the Electronic Guidebook to the Licensee.

**Historic Data** has the meaning stated in Attachment A of this Agreement.

**Internal Business Purposes** means the creation or modification of an Electronic Guidebook in circumstances where the content of the Electronic Guidebook is specifically relevant to the business of the entity. For example:

- (a) If a lender created an Electronic Guidebook applicable to its loan application process, and sent the Electronic Guidebook to a broker to assist in creating a loan application, the Electronic Guidebook would be for the internal business purpose of the lender.
- (b) If a service bureau unconnected with the business process of granting the loan referred to in paragraph (a) were to create an Electronic Guidebook on behalf of the lender, or to route, distribute or otherwise handle the Electronic Guidebook on behalf of the lender, the service bureau would not be using the Electronic Guidebook for its own internal business purposes.

**Other EGB Licensee** means a person other than the Licensee who has been granted and holds a current licence by LIXI to use the EGB Schema on the terms of this Agreement.

**Telecommunications Service Provider** is any person who is involved in the transmission of Electronic Guidebooks without reference to the EGB Schema.

**Territory** means Australia or such other place specified in any licence certificate issued to the Licensee by LIXI.