

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).

10.4 Except in connection with the infringement of LIXI's Intellectual Property rights or where the Licensee is an End User, to the maximum extent permitted by law:

- (a) the Licensee has no liability to LIXI for any Consequential Loss, even if the Licensee was aware or ought to have been aware of the possibility of such Consequential Loss; and
- (b) the Licensee's liability for damages 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 shall not exceed two times the total of the amount paid or payable by the Licensee under this Agreement.

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 immediately upon written notice to the Licensee where the amendment relates to Standards Packages that do not form part of the Licensed Material as at the date of the amendment, and therefore would only apply should the Licensee subsequently acquire a licence under this Agreement;
- (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.

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.

CPI means the weighted average of the All Groups Price Index Numbers for the eight capital cities of the states and territories of Australia published from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, and the percentage increase shall be the percentage change of the CPI current at the base date, in order to reach the CPI current at the applicable date for calculation.

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, with respect to which the Licensee has paid the applicable Licence Fee as specified in the Licence Fee Schedule.

End User means a Licensee who uses the Licensed Material to create, send, receive, process or otherwise transform data related to their own business or, where permitted by the applicable Attachment, the business of a third party such as by provision of a bureau, outsourced or managed service, but does not include a Licensee who merely:

- (a) develops and supplies another Licensee with a schema or software; and/or
- (b) supplies another Licensee with the use of hardware, whether on or off the Licensee's premises, for that second Licensee's use in accordance with the terms of this Agreement.

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 Certificate means a document titled “Licence Certificate” issued to the Licensee by LIXI specifying the name of the Licensee and the Licensed Material for which LIXI has granted it a licence under this Agreement, and may, among other things, specify the applicable Licence Fee Category, Licence Fee payment

dates, Licence Renewal Date, Territory and any additional Authorised Users for the Standards Packages contained in that Licensed Material.

Licence Fee means, in relation to any Licensed Material, the 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 the expiry date of the Licence as specified on any applicable Licence Certificate or calculable by way of reference to that certificate and any subsequent renewals made in accordance with this Agreement, and in respect of any Licence for which a Licence Certificate has not been issued or from which the expiry date cannot be calculated, means 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, as may be evidenced by a Licence Certificate or Tax Invoice issued to the Licensee by LIXI and, in the case of a Tax Invoice, paid by or on behalf of the Licensee.

LIXI means LIXI Limited ABN 53 095 299 835.

LIXI 2 Data Dictionary means the collection of data terms and definitions published by LIXI in the form of the LIXI 2 Master Schema and the LIXI 2 Glossary used to derive the LIXI 2 Schemas, and known as the "LIXI 2 Data Dictionary".

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

LIXI 2 Standards Package means the group of Standards known as "LIXI 2", incorporating the LIXI 2 Data Dictionary; LIXI 2 Schemas; and related and derived schemas, data message standards and data dictionaries with respect to which the Licensee has paid the applicable Licence Fee as specified in the Licence Fee Schedule.

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.

15.2 Subject to clause 17, nothing in this Agreement or any Attachment hereto shall grant to LIXI, any rights, title, and interest in the CAL 1 Licensee Software.

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 cause the transmittal of CAL 1 Data to, or receipt of 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 clauses 15 and 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 and to demonstrate and supply them to third parties in accordance with this Agreement.

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 the applicable Licence Certificate;
- (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 the applicable Licence Certificate;

ATTACHMENT B

TERMS APPLICABLE TO LIXI 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 LIXI 2 Standards Package in the Territory for the purposes of:

- (a) deriving one or more LIXI 2 Licensee Schemas;
- (b) developing, testing, executing and demonstrating LIXI 2 Licensee Software;
- (c) preparing, storing, modifying and reading LIXI 2 Data; and
- (d) transmitting or receiving LIXI 2 Data to or from Other LIXI 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 LIXI 2 Standards Package and any LIXI 2 Licensee Software, solely for the purposes of accessing Historic Data.

23.3 Subject to clause 25, nothing in this Agreement or any Attachment hereto shall grant to LIXI, any rights, title, and interest in the LIXI 2 Licensee Software.

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 LIXI 2 Licensee to process LIXI 2 Data, during the Term, by reference to a LIXI 2 Licensee Schema or by execution of LIXI 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 LIXI 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 LIXI 2 Standards Package or any LIXI 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 LIXI 2 Standards Package or any part of it except as expressly permitted by this Agreement;
- (b) the Licensee must not use the LIXI 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 LIXI 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 cause LIXI 2 Data to be transmitted to or received from any person who is not an Other LIXI 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 LIXI 2 Data.

25.3 For the avoidance of doubt, the licence granted under clause 23 does not permit the use of the LIXI 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 LIXI 2 Licensee Schema, LIXI 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 LIXI 2 Standards Package includes:

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

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

27. Compliance Testing

27.1 The Licensee acknowledges and agrees that licensing of the LIXI 2 Standards Package is intended to create a community of users who are able to freely exchange LIXI 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 ("**LIXI 2 Compliance Testing Regime**") to verify whether a sample of the Licensee's LIXI 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 LIXI 2 Compliance Testing Regime for verification. Such test case data may be examples of: LIXI 2 Data that the Licensee transmits to or receives from Other LIXI 2 Licensees; specifications for such data that the Licensee expects to transmit to or receive from Other LIXI 2 Licensees; or LIXI 2 Data generated from such specifications.
- (c) If LIXI issues a notice requesting the Licensee to submit to the LIXI 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 LIXI 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 LIXI 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 LIXI 2 Compliance Testing Regime.
 - (v) Where LIXI requires the Licensee to pay a compliance testing fee, upon successful completion of the LIXI 2 Compliance Testing Regime by the test case data submitted by the Licensee, LIXI shall provide a certificate stating that the test case data submitted by the Licensee has passed the LIXI 2 Compliance Testing Regime.
 - (vi) LIXI may only issue a notice as contemplated by clause 27.2(b) once every three years unless it has reasonable grounds for believing the Licensee's LIXI 2 Data may no longer successfully complete the LIXI 2 Compliance Testing Regime, including due to past failures to comply with the regime or arising from reports it receives (whether anonymously or otherwise).
- (d) If the LIXI 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 LIXI 2 Data from Other LIXI 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 LIXI 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 LIXI 2 Compliance Testing Regime, as contemplated by clause 27.2(d)(iii); and
 - (v) not transmit LIXI 2 Data to or receive LIXI 2 Data from Other LIXI 2 Licensees until the LIXI 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 LIXI 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 LIXI 2 Standards Package except as permitted by clause 23.2; and
- (b) promptly destroy or return to LIXI all copies of the LIXI 2 Standards Package, at LIXI's option, and return all confidential information and other property of LIXI it holds relating to the LIXI 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 the applicable Licence Certificate;
- (b) who is using the LIXI 2 Standards Package licensed to the Licensee solely for the internal business purposes of the Licensee, including through LIXI 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.

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

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

- (a) If a broker created a LIXI 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 LIXI 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 LIXI 2 Data message on behalf of the broker, or to route, reformat or otherwise process the LIXI 2 Data message on behalf of the lender, the message processing bureau would not be using the LIXI 2 Standards Package for its own Internal Business Purposes.

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

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

LIXI 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 LIXI 2 Standards Package.

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

LIXI 2 Non-Compliant Data means LIXI 2 Data which is not LIXI 2 Compliant Data.

LIXI 2 Related Component means the whole or any part of:

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

and includes any reproduction or derivative version or adaptation of any of the forgoing. A LIXI 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 LIXI 2 Licensee Software.

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

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

Territory means Australia or such other place specified in the applicable Licence Certificate.

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
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