

QAS PTY LTD (ABN: 95 082 851 474)
QAS ON-SITE EVALUATION LICENCE TERMS AND CONDITIONS

QAS Pty Ltd (“**QAS**”) grants a temporary licence (“**Licence**”) of the QAS computer software and related documentation (the “**Software**”), the PSMA Australia Data (“**PSMA Data**”) and any additional datasets (together the “**Product**”) contained in this packaging to the individual, firm or company wishing to evaluate the Product (the “**Trial User**”), solely for evaluation purposes and on the following terms and conditions:

QAS GENERAL CONDITIONS

- 1 QAS will:
 - provide the Product to the Trial User for a maximum trial period of 30 days or such other number of days agreed by QAS (the “**Trial Period**”) to enable the Trial User to test and evaluate the Product;
 - attempt to answer queries from the Trial User relating to the Product; and
 - make no charge for the Trial User’s use of the Product during the Trial Period.
- 2 The Trial User agrees:
 - that it will not without QAS’s written consent:
 - make any copies of the Product;
 - install the Product on more than one computer;
 - create a derivative work from the Software by any means;
 - decompile, disassemble or reverse engineer the Software; nor
 - disclose any detail of the Product discovered by the Trial User, whether during the Trial Period or otherwise, except to QAS;
 - that no intellectual property rights in the Product transfer under this Licence;
 - to observe in good faith the QAS standard integration and acceptance test procedures for the Product provided to the Trial User and to report to QAS any problems encountered with the Product or improvements to the Product;
 - to allow QAS at any time during normal business hours to enter the premises of the Trial User for the purposes of verifying compliance with the terms and conditions of this Licence; and
 - on termination of this Licence or on or before the end of the Trial Period, as the Trial user may decide, to either:
 - return or permanently delete the Product (as requested by QAS), to confirm the return or deletion in writing to QAS; and confirm that PSMA Data data and any dataplus information has been removed from all databases held by the company or
 - place an order on QAS and if applicable the relevant dataplus provider for a full commercial licence of the Product and pay the applicable royalty for PSMA Data.
- 3 To the extent permitted by law and unless this document expressly provides otherwise, QAS gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Product (in particular, the PSMA Data and any reports generated or produced by or with the aid of it), and all implied conditions, warranties and liabilities (including liability as to negligence) in relation to same are negated and excluded. The Trial User acknowledges and agrees that to the extent permitted by law, QAS is not liable for any loss or damage, including consequential loss or damage, which in any way results from the Trial User’s use or non-use of the Product (including as a result of any malfunction, breakdown, error or virus in the Product) or as a result of or in connection with the provision or non-provision of services under this document or in relation to the Product in any way (including as a result of installation or advisory services).
- 4 QAS may immediately terminate this Licence by notice in writing to the Trial User if:
 - the Trial User breaches any term or condition of this document; or
 - QAS’ right to distribute the PSMA Data is terminated for any reason.

PSMA DATA CONDITIONS

QAS is required by PSMA to bring the following conditions (“**PSMA Data Conditions**”) to the attention of the Trial User.

PSMA conditions apply to the Trial User’s use of the PSMA Data and take priority over any other term or provision in this document.

- (a) The Trial User shall comply with all requirements of the Privacy Act 1998 relevant to the Trial User’s possession or use of PSMA Data.
- (b) The Trial User acknowledges that the PSMA Data and the Intellectual Property Rights in PSMA are and shall remain the property of PSMA. Nothing in this document shall operate as an assignment of any Intellectual Property Right that exists in the PSMA Data. The PSMA Data may not be sold, copied or distributed without prior written permission from PSMA.
- (c) The Licensee is not permitted to:
 - (1) grant anyone (including any group companies) access to PSMA Data, other than its Users;
 - (2) create a commercial product or service from PSMA Data;
 - (3) use the PSMA Data for direct marketing;
 - (4) display or distribute (whether for consideration or not) PSMA Data including, for example, address details, XY coordinates or vector format data over an open electronic network (including the internet).
- (d) Notwithstanding any other provision of this licence, the Trial User acknowledges and agrees to comply with any future legislation and/or Government policy which imposes binding restrictions or limitations on the use of the PSMA Data, including any restrictions or limitations relating to the supply of PSMA Data or elements thereof to any person, and the terms of this licence will be varied accordingly.

- (e) For the purposes of the above PSMA Data Conditions, the following definitions apply:

“**Intellectual Property Rights**” includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, rights in trade, business or company names, and such other rights as are generally accepted as falling within the term “intellectual property”, and shall also include any rights to application or registration of such rights, in Australia or elsewhere, and whether created before, on or after the date of this document.

“**PSMA**” means PSMA Australia Limited ABN 23 089 912 710;

“**PSMA Data**” means those data sets created by PSMA, including but not limited to Geocoded-National Address File (G-NAF), Administrative Boundaries and Postcode Boundaries;

“**QAS Software**” means the version of QAS software and related documentation distributed by QAS.

“**User**” means an employee or authorised contractor of the Licensee who has access to the PSMA Data;