

## ARCCENSUS 2006 DESKTOP LICENCE AGREEMENT

AGREEMENT made between NAVIGATE Pty Ltd (ABN 98 003 354 809) (“**The Licensor**”) AND **The Customer**.

### INTRODUCTION

**The Licensor** has obtained a licence from the Australian Bureau of Statistics (ABS) to distribute certain ABS data products. **The Licensor** has agreed to grant to **The Customer** a non-transferable and non-exclusive licence for the use of ArcCensus 2006 Desktop (“**The Product**”) derived from ABS data products. The use of **The Product**, including the files containing the data and software collectively, is regulated by this Licence agreement

**The Product** includes software and data comprising an ArcGIS 9.2 extension and associated spatial and statistical databases (“**The Database**”). **The Database** contains selected ABS 2006 Census Datapacks (including the Basic Community Profile) and the ABS Digital Statistical Boundaries Data. **The Product** is accessed through a toolbar on the ESRI ArcMap user interface.

### IT IS AGREED

#### Licence Conditions

1. Subject to **The Customer**'s compliance with its obligations pursuant to this Agreement **The Licensor** hereby grants to **The Customer** a non-transferable and non-exclusive licence for the use of **The Product**.
2. **The Customer** agrees that **The Product** will only be installed on computers owned or leased by **The Customer**.
3. **The Customer** will ensure that each of its employees, officers and agents or contractors is made aware of and complies with the terms and conditions of this agreement.
4. **The Customer** agrees not to disclose **The Product** to any person, or use **The Product** for any purpose, except in accordance with this Licence Agreement.

#### Use of ESRI Software with **The Product**

1. **The Customer** acknowledges that any ESRI Software that may be delivered with **The Product** is not licensed to **The Customer** by **The Licensor** but is the subject of a separate licence agreement with ESRI Australia. **The Customer** takes full responsibility for complying with the terms of that licence agreement.
2. **The Customer** acknowledges that **The Licensor** bears no responsibility or liability whatsoever in respect of the ESRI Software that may be delivered with **The Product**.

#### Intellectual Property Rights

1. The copyright in **The Product** is either owned by **The Licensor** or is licensed to **The Licensor** by another organisation.
2. **The Customer** acknowledges that it has no right of ownership nor any Intellectual Property Rights in **The Product** other than under the terms of this agreement.
3. **The Customer** agrees to use all reasonable efforts to protect the data from unauthorised use, reproduction, distribution or publication. All rights not specifically granted in this licence are reserved by **The Licensor**.

#### Permitted Use

1. **The Customer**'s use of **The Product** shall be limited solely to its own personal use or for use in the ordinary course of its business. **The Customer** is not permitted to make **The Product** available to third parties for reward (including any corporation, institution, organisation or person in any manner associated with the recipient), unless expressly authorised by this agreement.
2. **The Customer** shall not use **The Product** with the intention of infringing the provisions of the *Privacy Act 1988*.
3. **The Product** may be installed and used on no more than the number of computers, terminals or workstations of a computer network as the maximum number of copies licensed as set out in Annexure A.
4. The licence granted to **The Customer** confers certain limited rights to use **The Product** and any rights not specifically granted in this Licence Agreement are reserved to **The Licensor**.
5. The ABS Census 2006 Datapacks included with **The Product** are identified in Annexure B.

#### **The Customer** is licensed to:

1. produce hard copies of data from **The Product** for internal use only;
2. export Census statistical data or digital statistical boundary data with **The Product** for internal use within **The Customer** organisation with other software packages, but only if the exported the data contains not more than two hundred data fields from **The Database**.
3. use **The Product** in the provision of consultancy services to their clients, but only if:

- a. data reproduced from **The Product** are used for the sole purpose of supporting conclusions in a report or document;
  - b. data from **The Product** does not exceed ten percent (10%) of the report or document; and
  - c. the total amount of data from **The Product** used in the report or document does not exceed five hundred data items.
4. Except as specifically allowed in this Licence Agreement, **The Customer** agrees not to:
    - a. incorporate **The Product** or any part of **The Product** in any other database or software package;
    - b. alter, decompile, disassemble, reverse engineer or otherwise dispose of **The Product**;
    - c. rent, lease, sublicense, lend, sell, assign, transfer or in any way commercially exploit **The Product**, any product or service derived from **The Product**, or any rights granted in this Licence Agreement;
  5. **The Customer** acknowledges that the intellectual property rights, including copyright, in the Census Statistical Data and the Digital Statistical Boundaries Data are owned by Commonwealth of Australia as represented by the Australian Bureau of Statistics.

Termination

1. This Licence Agreement is effective from the latest date of signature on the Agreement.

Limitation of Liability

1. **The Licensor** does not warrant that the data does not contain errors and it shall not be in any way liable for any loss, damage or injury suffered by the licensed user or any other person or corporation consequent upon use or possession of **The Product** the existence of errors in **The Product**.
2. **The Licensor** does not guarantee the accuracy or completeness of the data contained in **The Product**.
3. **The Customer** acknowledges that **The Customer** does not rely on the skill or judgment of **The Licensor** as to whether **The Product** is reasonably fit for any purpose for which it is being used by **The Customer**.
4. **The Customer** agrees to indemnify **The Licensor** against liability for any loss suffered by any person, being a loss that arises directly from either or both of the following:
  - a. a breach by **The Customer** of this Licence Agreement;
  - b. a misuse of **The Product** by **The Customer**.

Maintenance Updates

1. **The Licensor** agrees to upgrade and certify **The Product** to run with later versions of the relevant ESRI technology should **The Customer** pay the applicable Annual Maintenance Fee (first payable at the start of Year 2).

Governing Law

1. The Law of New South Wales governs this Agreement.
2. The Parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and of the Federal Court of Australia.

Address for Correspondence

1. Navigate Pty Ltd , PO Box 1334, Crows Nest, NSW 1585
2. Telephone: (02) 9436 3820, Facsimile: (02) 9436 3780, Email: arccensus@navigate.com.au

Executed by both Parties by their Authorised Officers on the Effective Date of signing.

**NAVIGATE Pty Ltd** \_\_\_\_\_ **(The Customer)**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Annexure A:** Number of Installed Licences: \_\_\_\_\_

**Annexure B:** ABS Datapacks Included

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Basic Community Profile | <input type="checkbox"/> Place of Enumeration Profile |
| <input type="checkbox"/> Indigenous Profile                 | <input type="checkbox"/> SIEFA 2006                   |
| <input type="checkbox"/> Time Series Profile                | <input type="checkbox"/> Other _____                  |
| <input type="checkbox"/> Working Population Profile         |   |
| <input type="checkbox"/> Expanded Community Profile         |   |