ADDRESS RIGHT LOCATOR - **Standard Terms and Conditions**

1   Definitions and Interpretation

1.1   In this Agreement, unless the context otherwise requires, the following words will bear the meaning set out hereunder:

Agreement means the Application and these terms.

API Key means the individual key allocated to the Customer and any additional security measures which may be introduced from time to time, enabling access to the Address Right Locator API.

Application means the Application to Access Address Right Locator Products form signed by the Customer and CoreLogic, and includes any relevant amendments made from time to time.

Business Days means any day other than a Saturday, Sunday or a statutory public holiday in Wellington, New Zealand, and during CoreLogic's Christmas Shut Down Period.

Address Right Locator API means the application programming interface owned and/licensed by CoreLogic, which allows the Customer to access the Product and CoreLogic Materials, and includes all enhancements, modifications, updates, improvements, replacements and the like to the Address Right Locator API.

Confidential Information means the terms of this Agreement and all confidential, non-public or proprietary information, regardless of how the information is stored, which is delivered to the Customer before, on or after the date of this Agreement, relating to the valuation products, product information services or the business, technology or other affairs of CoreLogic, any data (including Product Data), valuation and market share analyses, valuation models and tools, indices, programs or algorithms.

CoreLogic means CoreLogic NZ Limited.

CoreLogic's Christmas Shutdown Period means from the last Business day before the observed Christmas statutory holiday period to the first Business day after the observed New Year statutory holiday period.

Customer Application means the website, mobile or other desktop software application, owned or licensed by the Customer and which:

(a)   is used by the Customer and Enabled Users to access and use the Product for the Permitted Purpose; and

(b)   is accessed by End Users to use the End Product for the Permitted Purpose.

Customer means the customer recorded in the Application, and as the context permits, includes Enabled Users.

Effective Date means the date on which the Customer is granted access to the Address Right Locator API.

Enabled User means the personnel of the Customer that the Customer has provided with secure access to the Address Right Locator API for the Permitted Purpose.

End Product means the Product derivative (being functionality that enables an End User to obtain an 'Address Right' location address from a map) supplied by the Customer via the Customer Application to End Users for those End Users' own personal (non-commercial) use.

End User means the person who is supplied (by the Customer) an End Product for that person's own personal (non-commercial) use.

Excluded Information means Confidential Information which:

(a)   is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to CoreLogic;

(b)   the Customer can prove, by contemporaneous written documentation, was already known to it at the time of disclosure by CoreLogic (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or

(c)   the Customer acquires from a source other than CoreLogic where such source is entitled to disclose it.

Fees means:

(a)   during the Trial Period, the Trial Period Charge;

(b)   during the remainder of the Term, the fees set out in the Application; and

(c)   in consideration of any Services provided by CoreLogic, the Service Fees.

GST means the tax imposed by the Goods and Services Tax Act 1985.

Initial Term means the initial term as set out in the Application, and includes the Trial Period.

Insolvent means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.

Internal Business Needs means solely for the internal business needs of the Customer and not to be provided to any other third party unless consented to in writing by CoreLogic (in its discretion). For clarity it is agreed that the following are not for Internal Business Needs:

(a)   any direct or indirect supply of raw Product Data or Product Data derivatives by the Customer to third parties for on-supply, re-use or resale; and

(b)   any marketing purposes (whether unsolicited or otherwise).

Law means common law, principles of equity, and laws made by parliament (laws made by parliament include laws (in New Zealand) and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).

LINZ means Land Information New Zealand.

Party means the Customer or CoreLogic and Parties shall mean both of them.

Payment Cycle means the payment cycle specified in the Application.

Payment Date means the 20th day of the month following the date of an invoice from CoreLogic.

Permitted Purpose means:

(a)   With respect to the Address Right Locator API, the Product:

    (i)   for the Customer and Enabled Users to access and use for the Customer's own Internal Business Needs; and

    (ii)   for the Customer and Enabled Users to develop and implement interfaces to interoperate with the Customer Application for the sole purpose of enabling End Users to access and use the End Products for those End User's own personal (non-commercial) use.

(b)   With respect to the End Products:

    (i)   for the Customer and Enabled Users to access and use for the Customer's own Internal Business Needs; and

    (ii)   subject to clause 4.3 or End Users to access and use for personal (non-commercial) use.   those End User's own

Product Charges has the meaning given to it in clause 9.2.

Product Data   means any data (including any CoreLogic 'Address Right' address location information) or maps, including any property information, ownership information, sales information, photographs, valuation or market share analyses, index results or alerts, contained within or provided through the Product or any Services via the Address Right Locator API.

Product means the online reverse geocoder tool, Address Right Locator, that enables the Customer to obtain an Address Right location address from a web mapping tool (which may be the CoreLogic basemaps web mapping tool), made available by CoreLogic to the Customer and Enabled Users through the Address Right Locator API and includes the Product Data. For the avoidance of doubt, each reference to Product in this Agreement includes a reference to Product Data.

Service Fees means the fees for the Services as set out in the Application.

Services means the means the services provided by CoreLogic to enable the set-up, configuration of, and integration of the Address Right Locator API with the Customer Application and any support services, as set out in the Application.

Subsequent Term(s) means further rolling terms of 12 months commencing on the anniversary of the expiry of the Initial Term.

Third Party Data Provider means any third party provider of data that is incorporated in the Product Data (and includes LINZ).

Trial Period means the 14 day period from the Effective Date, during which the Customer is granted access to the Product on a trial basis, at the Trial Period Charge.

Trial Period Charge means the amount of $150 (plus GST), payable by the Customer for access to the Product during the Trial Period.

1.2   The headings in this Agreement are for convenience of reference only and will not affect the interpretation hereof. The words 'include' and 'including' when introducing an example, do not limit the meaning of the words to which the example relates or examples of a similar kind. A reference to a clause is a reference to a clause in this Agreement. Words importing the singular number will include the plural and vice versa, and words importing the masculine gender include all other genders.

1.3   The following order of precedence shall apply if there is any conflict between the documents forming part of this Agreement:

1.3.1   these terms;

1.3.2   the body of Application; and

1.3.3   the Schedules to the Application.

2   Terms of the Agreement

2.1   These terms and conditions become a legally binding agreement between the Customer and CoreLogic when the Customer signs an Application acknowledging that the Customer has read and accepted these terms and conditions and returns the completed Application to CoreLogic.

2.2   The Customer's use of the Product and any Services and access to the Address Right Locator API is subject to the terms and conditions set out in this Agreement.

3   Duration of Agreement

3.1   This Agreement will commence on the Effective Date and will continue during the Initial Term and any Subsequent Term(s) (as applicable) unless otherwise terminated in accordance with the terms of this Agreement.

3.2   Upon expiry of the Initial Term this Agreement will automatically renew for successive periods equal to the Subsequent Term unless notice of termination is given by either party not less than 30 days prior to the expiry of the Initial Term or relevant Subsequent Term, as applicable.

4   Licensing

4.1   Subject to the terms of this Agreement and the Customer's performance of its obligations, CoreLogic grants to the Customer a non-exclusive, non-transferable, non-sublicensable limited licence during the Initial Term and any Subsequent Term(s) to access and use the Product and Services via the Address Right Locator API, solely for the Permitted Purpose.

4.2   Where a Customer on-supplies an End Product to an End User pursuant to the Permitted Purpose, the Customer shall ensure that the End User is prohibited from:

4.2.1   using the End Product other than for the End User's personal non-commercial use;

4.2.2   providing the End Product to any other party; and

4.2.3   using the End Products in a manner that is inconsistent with any term of this Agreement.

4.3   If the Customer proposes to charge a fee to the End User (or otherwise earn revenue from End Users) in connection with End Users' access or use of an End Product, the Customer must first obtain CoreLogic's consent to such proposal. CoreLogic's consent (if given) may be given subject to such terms as CoreLogic determines (including the requirement for the payment of fees or royalties or the like to CoreLogic).

4.6.1   decompile, disassemble or otherwise reverse engineer all or any portion of the Product or Services, including any source code, object code, algorithms, methods or techniques used or embodied therein whether by scraping, harvesting or some other means;

4.6.2   use a data extraction software or programme of any kind whatsoever or attempt to harvest the Product Data for any purpose whatsoever, including for the purpose of setting up or adding another database;

4.6.3   modify or create any derivative works based upon the Product or the Services;

4.6.4   license, sublicense, distribute, resell, disclose, incorporate into any database, commercially exploit or otherwise transfer any Product to any third party, or use the Product, the Product Data or the Services on behalf of or for the benefit of any third party;

remove or alter any copyright, trade mark, logo or other proprietary notice or label appearing on or in the Product or the Services;

4.6.5   incorporate any portion of the Product or the Services into any other materials, products or services that are not intended for the Permitted Purpose;

4.6.6   damage, interfere or harm the Product and Services or any network or system underlying or connected to the Product and Services; or

4.6.7   use, or offer to use, the Product or Services for or in connection with any direct marketing activities, including any telemarketing campaign or telephone survey.

5   Services

5.1   CoreLogic shall promptly perform any Services to be performed under this Agreement with all diligence, skill and due care normally expected of a competent organisation in the business of providing the same (or substantially the same) services.
ADDRESS RIGHT LOCATOR

5.2 The Customer shall make available to CoreLogic all things reasonably needed by CoreLogic to perform the Services (including access to its information, systems and premises).

5.3 CoreLogic will not be liable for any failure to provide the Services (or for any errors in the Services) to the extent that they arise from or are in connection with any acts or omissions of the Customer (including any failure to provide true and accurate information).

6 Access and usage

6.1 The Customer may access the Product and Services through the Address Right Locator API. On receipt and processing of the Application, CoreLogic will, in consultation with the Customer, provide the Customer with an API Key.

6.2 The Customer acknowledges and agrees that CoreLogic is entitled to update the Customer's API Key whenever CoreLogic considers it appropriate under its internal security protocols.

6.3 The Customer acknowledges and agrees that it:

6.3.1 it bears sole responsibility for any act or omission of any of its employees or agents (including Enabled Users)

6.3.2 bears sole responsibility for protecting the API Key issued to it;

6.3.3 is responsible for all use of the Address Right Locator API by all Enabled Users, including all ordering of Product and Services by Enabled Users whether or not the order is made by the Customer, its staff or by someone else (lawfully or otherwise) and that CoreLogic is entitled to rely upon, and process, any order it receives in writing from the Customer's account;

6.3.4 will remain fully responsible and liable for any authorised or unauthorised use of its API Key by any person; and

6.3.5 will remain full responsible for any unauthorised access or use of the Address Right Locator API and/or any Product by any person under its control (including any officer, employee, contractor, customer, representative or agent of the Customer).

6.4 The Customer must:

6.4.1 follow all reasonable instructions and policies CoreLogic gives from time to time with regard to the use of the Address Right Locator API, the Product and the Services;

6.4.2 not seek (alone or through others) to circumvent or attempt or violate any data security measures employed by the Address Right Locator API;

6.4.3 not attempt to scan or test the vulnerability of CoreLogic's hardware, software, information networks or systems (including the Address Right Locator API) or otherwise attempt to breach CoreLogic's data security or authentication procedures;

6.4.4 undertake regular penetration testing (according to good industry practice) in respect of the Customer Application and its interface to the Address Right Locator API to identify potential issues (and rectify them);

6.4.5 at all times where the Product Data is accessible by an End User, ensure that the Customer Application is secure and that anti-scraping software is installed and operating on the Customer Application (in accordance with good industry practice);

6.4.6 ensure that there is no unauthorised access to or use of the Address Right Locator API or the Product by any person under its control (including any officer, employee, contractor, customer, representative or agent of the Customer);

6.4.7 ensure that each Enabled User accesses and uses the Address Right Locator API and the Product only for the Permitted Purpose; and

6.4.8 permit CoreLogic at all reasonable times to check that the Address Right Locator API and the Product are being used in accordance with the terms of this Agreement, and for such purposes the Customer shall maintain complete and accurate records of the Customer's use of the Address Right Locator API and the Product.

6.5 If the Customer knows or has reason to believe that there has been or is about to be:

6.5.1 unauthorised access to or use of its API Key by any person; or

6.5.2 unauthorised access of the Address Right Locator API or any Product by any person under its control (including any officer, employee, contractor, customer, representative or agent of the Customer,
the Customer must immediately notify CoreLogic by email to info@corelogic.co.nz.

6.6 The Customer will be responsible for obtaining access to the Address Right Locator API, the Product and the Services, and for any and all costs and expenses in connection with accessing and using the Product, Services and Address Right Locator API, including Internet service provider fees, telecommunications fees, and the cost of any and all equipment (including hardware and software) used by the Customer in connection with its access and use of the Product and Services as permitted by this

Agreement.

6.7 The Customer acknowledges that CoreLogic will have no obligation to assist the Customer in using or accessing the Address Right Locator API or the Product, except as expressly provided for in this Agreement. For clarity, CoreLogic will not be liable for any delay, defect, deficiency and/or loss of service in connection with the Address Right Locator API or the Product or any loss caused by or on account of any of the following:

6.7.1 equipment, data or services supplied by the Customer or any third party; or

6.7.2 any telecommunications organisation equipment or services (including any speeds or capabilities of such equipment or services) or any requirements of the telecommunications authority.

6.8 CoreLogic will not provide the Customer with any software, and all access to the Product will be through the Address Right Locator API as provided in clause 6.1, except to the extent expressly provided for in the Application.

6.9 If:

6.9.1 CoreLogic has good reason to believe that any information the Customer has supplied is not accurate;

6.9.2 CoreLogic has good reason to believe that the Customer has breached this Agreement (including unauthorised disclosure or sharing of its API Key or any Confidential Information); or

6.9.3 an event of force majeure occurs that affects CoreLogic's ability to provide the Product or the Services or otherwise provide access to the Address Right Locator API,

CoreLogic may immediately suspend or terminate the Customer's access to the Product and/or Services.

6.10 If any use is made of the Product by any person or entity other than the Customer or an Enabled User and such use is attributed to the act or omission of the Customer, then without prejudice to CoreLogic's other rights and remedies the Customer will immediately be liable to pay to CoreLogic an amount equal to the charges which such person or entity would have been obliged to pay had CoreLogic granted a licence to the unauthorised user at the beginning of the period of the unauthorised use

7 Modification of Address Right Locator API and Product

7.1 CoreLogic reserves the right to change or refine the features and functionality of the Address Right Locator API and the Product at any time.

7.2 Subject to clause 11, CoreLogic will maintain the Address Right Locator API through which the Product and Services are accessed. CoreLogic reserves the right to perform network, hardware or service maintenance services or upgrades, change, modify, suspend or discontinue any or all parts of the Address Right Locator API, the Product or Services at any time. This may require the Product or Services to be non-accessible for a period of time. CoreLogic will endeavour to perform such services or upgrades during typically low usage periods but reserves the right to restrict the Customer's access to parts or all of the Product without notice.

7.3 Some of the materials in the Product are sourced from Third Party Data Providers (whether identified to the Customer or not). CoreLogic may at any time be required to amend or delete any material (or any part of the material) and the Product that is sourced from a Third Party Data Provider. This means that material which may have previously been available and which the Customer may have accessed, may no longer be available the next time the Customer accesses the Address Right Locator API and the Product.

8 Third Party Arrangements

8.1 Without limiting any other term of this Agreement, the Customer acknowledges and agrees that:

CoreLogic's ability to provide the Products, Product Data and Services is subject to its agreements with Third Party Data Providers and that any supply of Product Data is subject to the terms with those Third Party Data Providers as updated from time to time. Without limiting the foregoing, the Customer covenants with CoreLogic (and the relevant Third Party Data Provider) to comply with the requirements of the Third Party Data Providers as set out at www.corelogic.co.nz/third-party-data-provisions/ and

8.1.1 that CoreLogic's ability to provide the Products and the Services is subject to its agreements with third party suppliers:

(a) which agreements may expire or terminate; or

(b) which suppliers may not provide the services, products or data as provided under such agreements, and that in such circumstances CoreLogic may not be able to, and will have no obligation to, provide some or all of the Product or the Services, either on a timely basis or otherwise.

9 Fees

9.1 The Customer will pay the Fees as set out in the Application. CoreLogic may invoice the Customer for the Fees in the manner contemplated in the Application Form and in all other instances as and when the Product and/or Services have been made available to the Customer. All Fees are payable by the due date specified in the corresponding invoice for those Fees. If specifically provided for in the Application the Customer will be liable for payment of the Fees for the part period from the Effective Date until the date of the first Payment Cycle. Otherwise,

9.2 the Customer will be liable for the Fees from the date of the first invoice. All Fees are payable monthly in advance on or before the relevant Payment Date. All Fees once paid are non-refundable.

9.3 Further charges may apply in respect of the Product (as notified at the time of ordering) and any such charges (Product Charges) incurred by the Customer will be invoiced by CoreLogic in arrears and be payable on the Payment Date. Invoices for the Fees and the Product Charges (if any) will be payable by the Customer by way of direct debit on the Payment Date unless expressly agreed otherwise between the Parties.

9.4 Where the Customer elects to access and use the CoreLogic 'Basemaps' products in connection with the Product, the Customer acknowledges that the fees payable for the 'Basemaps' products will be as set out in the relevant application form and terms and conditions for the 'Basemaps' products.

9.5 The Parties agree that when executed this Agreement amounts to a tax invoice. Fees are exclusive of GST (unless stated otherwise). If provision of the Product and Services under this Agreement is subject to GST, the Customer must pay to CoreLogic an additional amount equal to the relevant Fees multiplied by the applicable GST rate. Such additional amount is payable at the same time as the related Fees. Following the Initial Term, CoreLogic may vary the Fees on 30 days written notice without reason or due to increased functionality of the Product or Services. Where the increase relates to increased functionality and CoreLogic has enabled that increased functionality in such a way that the Customer can elect not to adopt the functionality, the Customer must elect before the expiry of the 30 day period to not adopt the increased functionality, and if the Customer does not make such an election, the Customer shall be deemed to have accepted the relevant increase in Fees (and functionality). In all other circumstances, if the Customer does not agree to the Fee increase it has a right to terminate the Agreement within 30 days of receipt of the notice of variation. If the Customer does not exercise its termination right the continued use of the Product will constitute binding acceptance of the variation.

9.6 The Customer acknowledges and agrees that fees or charges for the Product (or any part of it, including any Product Data) received from Third Party Data Providers may be increased at any time by CoreLogic giving notice to the Customer no less than 30 days prior to the increases taking effect.

9.7 Any Fees or proportion of Fees not paid by the Customer will be subject to interest of 1.5% per month, calculated on a daily basis.

9.8 Any failure to pay shall constitute a breach of the Agreement and CoreLogic may immediately suspend and/or terminate the Customer's access to the Product and/or Services.

9.9 Where the Customer's access to the Product and/or Services is suspended due to the failure to pay, access will be suspended until payment of all outstanding Fees, Product Charges and any interest due is paid. Once payment is received access to the Product and/or Services may be reinstated but without prejudice of any other rights or remedies of CoreLogic.

9.10 In the event of non-payment of any amounts payable by the Customer under this Agreement by the relevant Payment Date, the Customer will pay all of the actual costs of any debt collection incurred by the Company in recovering the Fees and any applicable interest.

10 Credit Checks

10.1 Where the Customer is a sole trader and Item 5 of the Application applies, CoreLogic reserves the right to instruct a credit reporting service to carry out a credit check on the Customer to establish creditworthiness and the Customer agrees to co-operate to the fullest extent possible with any reasonable request made in relation to a credit check under this clause. The Customer acknowledges and agrees that any information from the Customer as a result of such credit check (including, but not limited to, a default in your payment obligations) may be held by CoreLogic's credit reporting service and such information may be provided to the credit reporting service's other customers.

11 Limited Warranty

11.1 CoreLogic hereby represents and warrants that it will use commercially reasonable efforts to ensure that the Product is accessible via the Address Right Locator API in accordance with this Agreement. In the event of any breach of this warranty, the Customer agrees CoreLogic's sole and exclusive obligation (and the Customer's sole and exclusive remedy) is for CoreLogic

to use commercially reasonable efforts to modify, correct or provide access to the Product or Address Right Locator API.

11.2   To the fullest extent permitted by applicable Law and subject to clause 11.6, the warranty set forth in clause 11.1 is in lieu of any other warranties. All other warranties are hereby excluded, and CoreLogic and its service providers hereby expressly disclaim all warranties and associated liabilities. Without limiting the generality of the foregoing, it

is acknowledged and agreed that CoreLogic does not warrant:

11.2.1   that the Product or the Services will meet the Customer's requirements;

11.2.2   that the Product or the Services will be error-free;

11.2.3   that the Address Right Locator API through which the Product is accessed will function in an uninterrupted manner, be available 24 hours a day, 7 days a week, or be fully secure;

11.2.4   the correctness, accuracy, reliability or otherwise of the Product or the Services;

11.2.5   that the statistical methods on which the Product is based use appropriate or accurate assumptions, are fit for the Customer's particular purpose or are otherwise suitable for the Customer's use;

11.2.6   that the performance of the Product will not be affected by data entry errors, including incorrect entries, double entries or delayed entries, or incorrect or untimely data supplied by CoreLogic's Third Party Data Providers;

11.2.7   that the material accessed via the Address Right Locator API will be free from infection, viruses or destructive code and CoreLogic shall not be liable to the Customer for any damage or loss suffered by the Customer as a result of material accessed via the Address Right Locator API infecting or damaging the Customer Application or any Customer (or any Enabled User's) computer equipment, software and/or any other electronic device; and

11.2.8   that the Address Right Locator API and/or the Product, as delivered will be capable of being hosted or processed on the Customer's Application or that the Customer's data will be compatible with the Address Right Locator API or the Product, or work effectively in combination with the Address Right Locator API or the Product.

11.3   Where the Customer elects to incorporate the Customer's own data (including data customised by CoreLogic) the Customer represents and warrants to CoreLogic (and its service providers) that:

11.3.1   the Customer's own data do not and will not infringe upon or misappropriate any rights or breach of laws, including, without limitation, intellectual property rights of any third parties;

11.3.2   the Customer's own data is and will remain free of worms, viruses, trojan horses, and other disabling code; and

11.3.3   the Customer will not run any network scanning software, spiders, spyware, robots, open relay software, or any such similar software in relation to the Address Right Locator API or which is designed to extract unauthorised data from the Address Right Locator API.

11.4   Where as part of the Product, the Customer elects to incorporate the Customer's own data:

11.4.1   the Customer does so at its own risk;

11.4.2   the Customer agrees that CoreLogic is under no obligation to install or convert such data for use by the Customer within the Product, the Customer's Applications (such installation and conversion being entirely at the risk of the Customer); and

11.4.3   other than as specified in the Services (if applicable), CoreLogic has no additional obligation to provide training to the Customer and Enabled Users other than the training provided by way of CoreLogic's Address Right Locator training manual, training videos and webinars (if any).

11.5   CoreLogic has no obligation to convert the Address Right Locator API or the Product for use by the Customer with its Customer Application (such conversion being entirely at the Customer's own risk), nor does CoreLogic have any obligation for training the Customer or the Customer's personnel in the use of the Address Right Locator API or the Product, except as expressly provided for in this Agreement.

11.6   Where CoreLogic is a supplier (as that term is defined in the Consumer Guarantees Act 1993 (CGA)) of the Product, the Services or other goods or services, the Customer confirms that the Product, the Services or other goods or services provided by CoreLogic under this Agreement are acquired for the purposes of a business (as that term is defined in the CGA) and the Customer agrees that the CGA does not apply to the Product, the Services or other goods or services supplied by CoreLogic under this Agreement.

11.7   The Product and the Services, including, without limitation, any information, data, prices, and quotations contained therein, are subject to change without notice.

11.8   Except as otherwise expressly provided herein, the Product and the Services are provided to the customer on an 'as is, as available' basis without any representations or warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for particular purposes, title, non-infringement, security, availability, accuracy, or

otherwise.

11.9 The Customer understands, acknowledges and accepts that the Products supplied:

11.9.1 are not a certified copy of any district valuation roll entry; and

11.9.2 are not provided for lending purposes.

11.10 The Customer acknowledges and agrees that the limitations and exclusions of liability contained in:

11.10.1 clauses 11.1, 11.2, 12.2 and 12.2 (with all references to CoreLogic deemed to be replaced with references Third Party Data Providers (whether expressly identified by CoreLogic or not); and

11.10.2 clause 12.3,

apply for the benefit of and may be enforced by any Third Party Data Provider (whether expressly identified by CoreLogic or not) in relation to the material accessed via the Address Right Locator API and the Product Data sourced by CoreLogic from a Third Party Data Provider for the purposes of the Contracts (Privity) Act 1982, as may be amended from time to time. For the avoidance of doubt, this clause shall not in any way limit CoreLogic's right to enforce any of the provisions of this Agreement in relation to the material sourced by CoreLogic from a Third Party Data Provider.

12 Liability

12.1 CoreLogic shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any indirect, consequential, special or other similar loss, damage, liability, or expense sustained by the Customer or any other person, directly or indirectly, from any use whatsoever of the Address Right Locator API, the Product or the Services or otherwise in connection with this Agreement (even if CoreLogic has been advised of, or has knowledge of, the possibility of such loss, damage, liability or expense). Such loss and/or damage includes, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, any other loss, damage or expense that arises either as a result of any Product Data or the Product being shown to be wholly or partially incorrect or unsuitable, or arising from non-delivery or delay in delivery of any Product and loss as a result of any amendment to or deletion of the Address Right Locator API or any Product.

12.2 CoreLogic shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability or expense sustained by any other person, directly or indirectly, from any use whatsoever of the Address Right Locator API, the Product or the Services, or otherwise in connection with this Agreement including any loss arising from any modification, amendment or deletion (whether pursuant to clause 7 of this Agreement or otherwise) made to the Address Right Locator API, the Product or Services or any compilation or derivative work created from or using the Product, in each case whether made by the Customer, or by any other person.

12.3 Without detracting from clause 12.1, CoreLogic's and any Third Party Data Provider's total aggregate liability under or in connection with this Agreement, or arising out of any use, reproduction, modification, amendment or deletion of the Address Right Locator API, the Product or the Services, or creation of compilations or derivative works of or from the Product (by the Customer or by any other person), whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited as follows:

(a) CoreLogic's total aggregate liability shall be limited to $100; and

(b) any Third Party Data Provider's total aggregate liability shall be limited to $1.00. The limitations in this clause 12.3 are also expressed for the benefit of the Third Party Data Providers for the purposes of the Contracts (Privity) Act 1982.

13 Customer Indemnity

13.1 The Customer shall indemnify and hold harmless CoreLogic and its directors, officers and employees (each an Indemnified Party) from and against any and all losses, claims, liabilities, damages, costs and expenses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) that any Indemnified Party may suffer or incur by reason of or in connection with the provision of the Product Data or the Services to the Customer and/or any breach of this Agreement by the Customer or any wilful, unlawful or negligent act or omission of the Customer or any of its employees, agents or contractors.

14 Intellectual Property Rights

14.1 The Customer acknowledges and agrees that, as between CoreLogic and the Customer, CoreLogic, or one or more of its service providers, is and will remain the sole and exclusive owner of all right, title and interest in and to the Product and the

Services, including all material accessed via the Address Right Locator API (including, but not limited to, the textual material, maps, artwork, photographs, computer software, audio and visual elements) and any and all other creations, inventions and intellectual property rights (including any enhancement, suggestion, modification or derivative works of any intellectual property) contained or embodied within the Product or the Services.

14.2   The Customer agrees that it acquires no rights in or to the Product, except for the limited license set out in clause 4, and that it will not, and will not permit any other person or entity to, infringe upon, harm or intellectual property rights contest the validity of CoreLogic's or its service providers' ownership of the Product, or the creations, inventions and contained or embodied within the Product.

14.3   The Customer agrees that it will not make copies (other than a single copy for its own historical reference purposes) or derivative works of the Product.

14.4   The Customer agrees to maintain adequate internal procedures including appropriate agreements with its employees, consultants, and for the Customer, all Enabled Users to protect the intellectual property rights of the other party in the same manner as it protects its own intellectual property.

14.5   The Customer agrees not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which CoreLogic may post on the Address Right Locator API or the Product.

14.6   The name and logo of CoreLogic and its associated brands are registered trade marks. Where the Customer on–supplies the Product to End Users in any manner whatsoever, including but not limited to any End Product, the Customer must display the proprietary device specified at clause 14.7 below.

14.7   Where the Product is on-supplied to End Users in the format in which they were supplied as well as on any reproduction or adaptation of the Product (including as an End Product), the Customer shall use or ensure the use of the following proprietary device:

© CoreLogic NZ Limited

14.8   Subject to clause 14.7 and 14.8 the Customer is not permitted to use or reproduce or allow anyone to use or reproduce the trade mark specified in clause 14.7
withheld. The software which operates the Address Right Locator API is proprietary software and the Customer is not permitted to use it except as expressly allowed for under the terms of this Agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited. above for any reason without CoreLogic's express written permission, which may be

15   Customer Details

15.1   The Customer is required to provide CoreLogic with complete and accurate registration information and to update the Customer's information with CoreLogic to CoreLogic's e-mail or postal address if it changes, including any change in the Customer's company or organisation name or ownership.

15.2   If the Customer fails to notify CoreLogic of any change as required in accordance with clause 15.1, the Customer is deemed in breach of this Agreement.

16   Confidential Information

16.1   No Confidential Information may be disclosed by the Customer to any person or entity except:

16.1.1   employees of the Customer requiring the information for the purposes of this Agreement who:

(a)   are aware of the confidentiality obligations imposed in this clause 16.1; and

(b)   have entered into written confidentiality agreements with the Customer which require such employees to comply with confidentiality obligations no less restrictive than those set forth in this clause 16;

16.1.2   to the extent the Customer is required to do so by applicable Law; or

16.1.3   to the extent the Customer is required to do so in connection with legal proceedings relating to this Agreement.

16.2   The Customer must not use Confidential Information except for the purpose of exercising its rights or performing its obligations under this Agreement.

16.3   Clauses 16.1 and 16.2 do not apply to Excluded Information.

16.4   Notwithstanding clauses 16.1 and 16.2, the Customer may disclose parts of the Product Data, or conclusions or summaries of information based on the Product Data in the manner expressly authorised by the Permitted Purpose, or if the Customer has first obtained CoreLogic's prior written consent for such disclosure and the Customer gives CoreLogic credit as the source for the underlying data where appropriate, in a manner reasonably instructed by CoreLogic.

16.5   The Customer will take any action that is necessary to prevent or remedy any breach of the Customer's confidentiality obligations or other unauthorised disclosure of Confidential Information.

16.6   The Customer may not make press or other announcements or releases relating to this Agreement and the transactions that are the subject of this Agreement without CoreLogic's prior written approval as to the form and manner of the announcement or release, unless and to the extent that the announcement or release is required to be made by the Customer by applicable Law or by a stock exchange with which the Customer is listed.

16.7   The Customer acknowledges that due to the unique nature of the Confidential Information, any breach by the Customer of its obligations under this clause 16 would result in irreparable harm to CoreLogic for which there is no adequate remedy; and therefore, upon any such breach or threat thereof, CoreLogic will be entitled to injunctive and other appropriate equitable relief (without the necessity of proving damages, or posting bond or other security), in addition to whatever remedies CoreLogic may seek under all applicable Law.

17   Privacy

17.1   The Customer must ensure that its use of the Product complies with all applicable Law, including the Privacy Act 1993.

17.2   CoreLogic is an Agency for the purposes of the Privacy Act 1993, as may be amended from time to time. All personal information the Customer supplies to CoreLogic will be dealt with by CoreLogic in accordance with that Act. CoreLogic may from time to time send the Customer information on selected products and services and invite others to do so. Should the Customer not wish to receive, or for any of its staff to receive, this material, the Customer must email this request to info@corelogic.co.nz.

17.3   CoreLogic reserves the right to deal with personal information of the Customer for the purposes of meeting its obligations under this Agreement and enhancing the Address Right Locator API, the Product and the Services made available to the Customer and other customers of CoreLogic. The Customer has the right to access its personal profile and if there are errors in the information, correct any of its personal information.

18   Termination

18.1   If the Customer has subscribed for a Trial Period, this Agreement will automatically terminate upon the expiry of the Trial Period unless the parties agree in writing to extend the trial.

18.2   Either party may terminate the Agreement upon expiry of the Initial Term or any Subsequent Term(s) by way of written notice given to CoreLogic 30 days prior to the end of the Initial Term or Subsequent Term(s).

18.3   Subsequent Terms may be terminated by the Customer or CoreLogic at any time on 30 days' notice to the other. This notice period will take effect from the first day of the month following the date on which the termination notice was received by the non-terminating Party.

18.4   If the Agreement is terminated before the expiry of the Initial Term (other than pursuant to clause 18.1) or any Subsequent Term, the Customer will remain liable for any further Fees that would have been payable under the Initial Term or Subsequent Term (as applicable), had it not be terminated.

18.5   CoreLogic may terminate this Agreement or temporarily suspend the operation of this Agreement by notice in writing if:

18.5.1   the Customer does not pay the Fees when due;

18.5.2   the Customer commits a breach of this Agreement, and the breach is not remedied within 30 days of the receipt by the Customer of notice from CoreLogic, calling upon Customer to remedy the breach;

18.5.3   the Customer or any Enabled User breaches any of their obligations to CoreLogic;

18.5.4   the Customer is, or is deemed to be insolvent;

18.5.5   the Customer enters into receivership or has a receiver, trustee and/or manager (including a statutory manager) appointed in respect of all or any of its property; or

18.5.6   any resolution is passed or proceedings are committed for the Customer's liquidation (except for the purposes of a solvent reconstruction approved by the party not undergoing the reconstruction, which approval may be withheld by the Party not undergoing the reconstruction in its absolute discretion).

19 Notices

19.1 All notices hereunder will be in writing addressed to the Parties at the respective addresses shown in the Application or as updated by notice in writing to the other party.

19.2 Notice will be deemed given:

19.2.1 in the case of hand-delivered mail upon delivery or alternatively in the case of ordinary mail on the fourth day after the date of posting; and

19.2.2 in the case of email transmission upon notification of a delivery receipt.

19.3 A Party may change its address for service of notices under this clause by giving written notification of the new address to the other Party.

20 Miscellaneous

20.1 The Customer warrants that it has not relied on any representation made by CoreLogic which has not been expressly stated in this Agreement or upon the descriptions or allusions or specifications contained in any document including any catalogue or other material produced or made available by CoreLogic.

20.2 CoreLogic will not be liable for any failure to perform or delay in performing its obligations if the failure or delay results from circumstances beyond the control of CoreLogic (whether happening in the New Zealand or elsewhere, including acts of God, refusal of licence, refusal or revocation of any telecommunications organisation's consent in respect of data communication equipment, government act, fire, explosion, accident, strike, industrial dispute, civil commotion or impossibility of obtaining material and/or data).

20.3 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

20.4 Nothing contained or implied in this Agreement constitutes one Party the partner, agent, or legal representative of the other Party for any purpose or creates any partnership, agency or trust, and neither Party has any authority to bind the other Party in any way.

20.5 The rights and remedies provided in this Agreement are in addition to other rights and remedies given by applicable Law independently of this Agreement.

20.6 This Agreement (together with the Application and any relevant amendments) shall constitute the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

20.7 The Customer agrees that CoreLogic may send the Customer commercial electronic messages marketing CoreLogic's goods and services and new products. The Customer also agrees that CoreLogic may send electronic messages containing updated information in relation to the services, news and various other information of related interest.

21 Variation to this Agreement

21.1 CoreLogic may vary the provisions of this Agreement at any time on 30 days' notice. If the Customer does not agree to the variation they have the right to terminate the Agreement within 30 days of receipt of the notice of variation. If the Customer does not exercise its termination right the continued use of the products will constitute binding acceptance of the variation.

21.2 No right under this Agreement will be deemed to be waived except by notice in writing signed by the Party to be bound.

22 Assignment

22.1 The Customer may not assign, transfer, novate, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under this Agreement or any part of this Agreement without the prior written consent of CoreLogic.

22.2 CoreLogic is permitted to assign its interests, and novate its obligations (without recourse by the Customer) under this Agreement by notice in writing to the Customer.

23 Governing Law

23.1 This Agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this Agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.

24 General

24.1 All provisions of this Agreement intended to survive termination or expiry of this Agreement shall so survive and this includes clauses 12, 13, 14, 16 and 17.

24.2 If one or more of the provisions of this Agreement will be invalid, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.

24.3 This Agreement may be executed in several counterparts (including email PDFs), all of which when signed and taken together constitute a single agreement between the Parties. The Parties consent to entry into this Agreement by electronic means pursuant to the Electronic Transactions Act 2002.

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