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BASEMAPS - **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 Basemaps API.

Application means the Application to Access Basemaps 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.

Business Hours means 8.30am to 5.00pm on a Business Day.

Basemaps APIs means the application programming interfaces 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 Basemaps APIs.

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 Products 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 Basemaps API.

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

End Product means the Product derivative 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 4.34.3, for End Users to access and use for those End User's own personal (non-commercial) use.

Product Charges has the meaning given to it in clause 10.2.

Product Data means any data 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 Products or any Services via the Basemaps API.

Products means the online web mapping tool, Basemaps, made available by CoreLogic to the Customer and Enabled Users through the Basemaps API and includes the Product Data, and Product means any one of them. For the avoidance of doubt, each reference to Products in this Agreement includes a reference to Product Data.

Service Credits means an amount calculated as a percentage of the relevant monthly Fees that will be reduced from the monthly Fees payable by the Customer in any month where CoreLogic fails to meet the Service Level. The percentages used to determine the Service Credits are as follows:

Monthly availability percentage	Service credit percentage
Less than 99% but equal to or greater than 95%	10%
Less than 95%	25%

Service Level means the service level requirement applicable to the availability of the Product via the Basemaps API in each month of the Term, being a monthly uptime during Business Hours of 99% service availability, provided that any period of unavailability:

(a) during the Trial Period;

(b) caused by an outage outside of the reasonable control of CoreLogic, including any outage caused by the Customer or any third party; or

(c) required in the event of an emergency or to prevent any breach of law,

shall not be included in any assessment of whether the Service Level has been achieved in any month.

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 Basemaps 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 Products 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 Products 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 Products and any Services and access to the Basemaps 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 Products and Services via the Basemaps 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).

4.4 Except as set forth in clause 4.1, the Customer is not licensed to use the Products or any Services and undertakes not to do so.

4.5 Where the Customer elects to access and use the CoreLogic 'Address Right Locator' product in connection with the Products, the Customer acknowledges that its use of the 'Address Right Locator' product will be governed by the relevant application form and terms and conditions for the 'Address Right Locator' product.

4.6 Except as expressly permitted under this Agreement or to the extent permitted by applicable Law, the Customer, the Enabled Users and any other employees and representatives of the Customer will not, nor will they encourage any person or entity to:

4.6.1 decompile, disassemble or otherwise reverse engineer all or any portion of the Products 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 Products 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 Products or the Services on behalf of or for the benefit of any third party;

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

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

4.6.7 damage, interfere or harm the Products and Services or any network or system underlying or connected to the Products and Services; or

4.6.8 use, or offer to use, the Products 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.

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 Products and Services through the Basemaps 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 Basemaps API by all Enabled Users, including all ordering of Products 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 Basemaps 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 Basemaps API, Products 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 Basemaps API;

6.4.3   not attempt to scan or test the vulnerability of CoreLogic's hardware, software, information networks or systems (including the Basemaps 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 Basemaps 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 Basemaps API or the Products 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 Basemaps API and the Products only for the Permitted Purpose; and

6.4.8   permit CoreLogic at all reasonable times to check that the Basemaps API and the Products 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 Basemaps API and the Products.

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 Basemaps 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 Products, Services and Basemaps API, and for any and all costs and expenses in connection with accessing and using the Products, Services and Basemaps 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 Products 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 Basemaps API or the Products, 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 Basemaps API or the Products 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 Products will be through the Basemaps 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 Products or the Services or otherwise provide access to the Basemaps API, CoreLogic may immediately suspend or terminate the Customer's access to the Products and/or Services.

6.10   If any use is made of the Products 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 Basemaps API and Products

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

7.2   Subject to clause 12, CoreLogic will maintain the Basemaps API through which the Products 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 Basemaps API, Products or Services at any time. This may require Products 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 Products without notice.

7.3   Some of the materials in the Products 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 Basemaps API and the Products.

8   Service Level

8.1   If, in any month, CoreLogic fails to meet the Service Level, CoreLogic shall notify the Customer of such failure and the applicable Service Credits may be recovered by the Customer as a credit against the next invoice to be issued by CoreLogic under this Agreement.

8.2   The Customer acknowledges and agrees that the payment of Service Credits in accordance with clause 8.1 shall be the sole and exclusive remedy available to the Customer for any failure to meet the Service Level or any other of instance of unavailability of the Basemaps API or any Product.

9   Third Party Arrangements

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

9.2   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:

    9.2.1   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 Products or the Services, either on a timely basis or otherwise.

10   Fees

10.1   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 Products 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, 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.

10.2   Further charges may apply in respect of Products (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.

10.3   Where the Customer elects to access and use the CoreLogic 'Address Right Locator' product in connection with the Products, the Customer acknowledges that the fees payable for the 'Address Right Locator' product will be as set out in the relevant application form and terms and conditions for the 'Address Right Locator' product.

10.4   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 Products 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.

10.5   Following the Initial Term, CoreLogic may vary the Fees on 30 days written notice without reason or due to increased functionality of any Product or Service. 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.

10.6   The Customer acknowledges and agrees that fees or charges for Products (or any part of them) 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.

10.7   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.

10.8   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 Products and/or Services.

10.9   Where the Customer's access to the Products 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 Products and/or Services may be reinstated but without prejudice of any other rights or remedies of CoreLogic.

10.10   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.

11   Credit Checks

11.1   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.

12   Limited Warranty

12.1 CoreLogic hereby represents and warrants that it will use commercially reasonable efforts to ensure that the Products are accessible via the Basemaps API in accordance with this Agreement. In the event of any breach of this warranty, the Customer agrees CoreLogic's sole and exclusive obligations (and the Customer's sole and exclusive remedies), are:

12.1.1 for CoreLogic to use commercially reasonable efforts to modify, correct or provide access to the relevant Products or Basemaps API; and

12.1.2 if applicable, the payment of Service Credits in accordance with clause 7.3.

12.2 To the fullest extent permitted by applicable Law and subject to clause 12.6, the warranty set forth in clause 12.1 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:

12.2.1 that the Products or the Services will meet the Customer's requirements;

12.2.2 that the Products or the Services will be error-free;

12.2.3 that the Basemaps API through which the Products are accessed will function in an uninterrupted manner, be available 24 hours a day, 7 days a week, or be fully secure;

12.2.4 the correctness, accuracy, reliability or otherwise of the Products or the Services;

12.2.5 that the statistical methods on which any of the Products are based use appropriate or accurate assumptions, are fit for the Customer's particular purpose or are otherwise suitable for the Customer's use;

12.2.6 that the performance of the Products 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;

12.2.7 that the material accessed via the Basemaps 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 Basemaps 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

12.2.8 that the Basemaps API and/or the Products, 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 Basemaps API or the Products, or work effectively in combination with the Basemaps API or the Products.

12.3 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:

12.3.1 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;

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

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

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

12.4.1 the Customer does so at its own risk;

12.4.2 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

12.4.3 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 Basemaps training manual, training videos and webinars (if any).

12.5 CoreLogic has no obligation to convert the Basemaps API or the Products 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 Basemaps API or the Product, except as expressly provided for in this Agreement.

12.6 Where CoreLogic is a supplier (as that term is defined in the Consumer Guarantees Act 1993 (**CGA**)) of the Products, the Services or other goods or services, the Customer confirms that the Products, 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 Products, the Services or other goods or services

supplied by CoreLogic under this Agreement.

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

12.8 Except as otherwise expressly provided herein, the Products 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.

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

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

12.9.2 are not provided for lending purposes.

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

12.10.1 clauses 12.1, 12.2, 13.2 and 13.2 (with all references to CoreLogic deemed to be replaced with references Third Party Data Providers (whether expressly identified by CoreLogic or not); and

12.10.2 clause 13.3,

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 Basemaps 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.

13 Liability

13.1 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 Basemaps API, the Products 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 Products 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 Basemaps API or any Product.

13.2 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 Basemaps API, the Products 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 Basemaps API, the Products or Services or any compilation or derivative work created from or using the Products, in each case whether made by the Customer, or by any other person.

13.3 Without detracting from clause 13.1, 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 Basemaps API, the Products or the Services, or creation of compilations or derivative works of or from the Products (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 13.3 are also expressed for the benefit of the Third Party Data Providers for the purposes of the Contracts (Privity) Act 1982.

14 Customer Indemnity

14.1 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 Products 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.

15   Intellectual Property Rights

15.1   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 Products and the Services, including all material accessed via the Basemaps 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 Products or the Services.

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

15.3   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 Products.

15.4   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.

15.5   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 Basemaps API, the Products.

15.6   The name and logo of CoreLogic and its associated brands are registered trade marks. Where the Customer on–supplies the Products 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 15.7 below.

15.7   Where the Products are 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:

15.8   © CoreLogic NZ Limited

15.9   Subject to clause 15.6 and 15.7 the Customer is not permitted to use or reproduce or allow anyone to use or reproduce the trade mark specified in clause 15.6 above for any reason without CoreLogic's express written permission, which may be withheld. The software which operates the Basemaps 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.

16   Customer Details

16.1   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.

16.2   If the Customer fails to notify CoreLogic of any change as required in accordance with clause 16.1, the Customer is deemed in breach of this Agreement.

17   Confidential Information

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

   17.1.1   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 17.1; 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 17;

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

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

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

17.3   Clauses 17.1 and 17.2 do not apply to Excluded Information.

17.4   Notwithstanding clauses 17.1 and 17.2, 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.

17.5   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.

17.6   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.

17.7   The Customer acknowledges that due to the unique nature of the Confidential Information, any breach by the Customer of its obligations under this clause 17 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.

18   Privacy

18.1   The Customer must ensure that its use of the Products comply with all applicable Law, including the Privacy Act 1993.

18.2   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.

18.3   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 Basemaps API, Products and 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.

19   Termination

19.1   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..

19.2   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).

19.3   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.

19.4

19.5   If the Agreement is terminated before the expiry of the Initial Term (other than pursuant to clause 19.1) or any Subsequent Term, the Customer will remain liable for any further Fees that would have been payable under the Initial Term or