



DATA SHARE AGREEMENT

PARTIES

1. [REDACTED] ("operating entity")
2. terrain Natural Resource Management ("terrain")

INTRODUCTION

- A. The operating entity under the name of [REDACTED] wishes to exchange information with terrain for the purposes of [REDACTED].
- B. The parties to this agreement undertake their respective activities on a not for profit basis.
- C. The parties agree to exchange information on the terms set out in this agreement.

AGREEMENT

1. Dictionary

In this agreement, except to the extent that the context otherwise requires:

- 1.1 **non-commercial purpose** means:
 - 1.1.1. not making the licensed data available to a third party by sale or otherwise;
 - 1.1.2. not selling the products derived from the licensed data; and
 - 1.1.3. not using the licensed data to derive an income or financial gain other than as provided for in this agreement;
- 1.2 **licensed data** means the data specified in Schedule 1;
- 1.3 **operating entity** means _____;
- 1.4 **services** means the services specified in Schedule 2 or otherwise provided for in this agreement; and
- 1.5 **terrain** means FNQ NRM Ltd ACN 106 385 899 trading as terrain Natural Resource Management.

2. Engagement and term

- 2.1. Each party by executing this agreement agrees to be bound by its terms and each party will, to the extent required by this agreement:
 - 2.1.1. provide the other with the licensed data; and
 - 2.1.2. use the licensed data only in accordance with the terms of this agreement.
- 2.2. The period of this agreement shall be for a term of [REDACTED] commencing on and including [REDACTED].
- 2.3. This agreement shall be automatically renewed for a further term of [REDACTED] ("renewal") commencing immediately after the expiry of the initial term unless the service provider gives to the operating entity one month's notice in writing prior to the expiration of the initial term of the service provider's intention to terminate this agreement on that date.
- 2.4. The renewal shall be on the same terms and conditions as are contained in this agreement.
- 2.5. There is no requirement for the parties to execute a new agreement for the renewed term.

3. Warranties

Each party warrants that it will:

- 3.1. not disclose or use any licensed data for any purpose other than in accordance with this agreement;
- 3.2. not disclose any licensed data or any enhanced product to any other party without the prior written consent of the operating entity; and
- 3.3. only use the licensed data for the purpose of providing the services described in Schedule 2.

Each party warrants that:

- 3.4. the licensed data is supplied at each party's own risk; and
- 3.5. despite all reasonable efforts, the licensed data may not be accurate, current or complete and no warranty is given as to the condition or fitness of the licensed data for the other party's requirements.

4. Assignment

The service provider shall not, without the prior written approval of the operating entity, assign this agreement or any interest in it.

5. Termination

5.1. This agreement may be terminated by either party by notice in writing to the other in any of the following events:

- 5.1.1. in the event of the other party purporting to assign this agreement without prior written consent;
- 5.1.2. if the other party defaults in the performance of services of a term of this agreement. In cases where such default is capable of being remedied and the other party fails or neglects to remedy the default within 14 days after written notification detailing the default and stating actions to remedy the default have been received; and
- 5.1.3. if any order is made or a resolution is effectively passed for the winding up of a party (other than for the purposes of an amalgamation or reconstruction) or if a party suffers the appointment of a receiver or provisional liquidator or if an administrator is appointed.

5.2. This agreement may be terminated at any time by the mutual consent of the parties.

6. Further assurance

Each of the parties hereto shall procure every other person as required to sign and execute all such further documents and otherwise do all such acts, matters and things as shall be necessary or desirable to give full force and effect to the provisions of this agreement.

7. Governing law

This agreement is made in the State of Queensland and is to be construed with reference to the laws for the time being in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

8. Interpretation

In this agreement, except to the extent that the context otherwise requires:

- 8.1. words importing persons shall include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- 8.2. words importing the singular shall include the plural and vice versa;
- 8.3. headings are included for convenience only and shall not affect the interpretation of this agreement or any Schedule;
- 8.4. recitals and Schedules to this agreement shall be read as and form part of this agreement;
- 8.5. no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this agreement or any part of this agreement;
- 8.6. unless application is mandated by law, any statute, proclamation, order, regulation or moratorium present or future will not apply to this agreement so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect the exercise of enjoyment of any rights, powers, privileges, remedies or discretions given or accruing to any party.

SIGNING AND DATE OF AGREEMENT

EXECUTED by [enter operating entity name] in accordance with its Constitution and the *Corporations Act*

Signed for and on behalf of [insert operating entity name and ABN number]

by
a Delegated Officer (print name) (signature)

this.....day of.....20
in the presence of:

.....
Witness (print name) (signature)

EXECUTED by FNQ NRM Ltd ACN 106 385 899 in accordance with its Constitution and the *Corporations Act*

Signed for and on behalf of terrain NRM (trading as FNQ NRM Ltd) ABN: 53 106 385 899

by Allan Dale (CEO)
(signature)

this.....day of.....20
in the presence of

.....
Witness (print name) (signature)

SCHEDULE 1

[insert description of licensed data]

SCHEDULE 2

[insert description of services being provided by the operating entity]