

APPLICATION FOR LICENCE TO USE DATA

.....
Applicant full legal name and ACN / ARBN or other legal corporate identifier

.....
Applicant's street address

.....
Applicant's postal address

.....ABN for Australian residents

.....Country of Residence of Applicant, if not Australia)

Contact Name: Email address:

Telephone: [include country and area code].....

Website of Applicant.....

Index/Dataset:

Quarterly reports Australian Performance of Manufacturing Index
(Australian PMI ®)ⁱ

Australian Performance of Services Index
(Australian PSI ®)

Australian Performance of Construction Index
(Australian PCI ®)

Other time series reports
(monthly* / quarterly* / half yearly* / annual)

The Applicant hereby applies to The Australian Industry Group (Ai Group) for a licence to use store adapt modify transfer and reproduce (Licence) the data for the time series index or other dataset set out above (Data) and on the following terms and conditions:

1. The Applicant agrees to pay the annual fee (Fee) for the Licence as advised by Ai Group from time to time in Australian dollars and by credit card or cheque within 20 days of receipt of Ai Group's invoice for same.
2. The annual Fee is the amount payable for the Data resulting from the surveys conducted by the Ai Group in reports of the relevant Index/Dataset being the reports published by Ai Group after the date of receipt of this Application.
3. Ai Group agrees with the Applicant that upon receipt of payment of the Fee, Ai Group will provide the Applicant with an electronic form of excel spreadsheet with the Data for each relevant Index to which the Data relates that is published by Ai Group after the date of this Application in accordance with clause 2 to the email address specified in this Application or as the Applicant may otherwise notify Ai Group in writing from time to time.
4. Ai Group agrees that subject to payment of the Fee the Applicant may use the Data for incorporation into the products and services offered from time to time by the Applicant and its Groupⁱⁱ (the "Products").
5. Ai Group grants to the Applicant a non-exclusive, royalty free and perpetual license, with a right to sub-license to members of its Group, to incorporate the

Data in any manner in the Products to redistribute the Data by any means and in any format as part of the Products to its and the Group's subscribers or clients and to permit those subscribers or clients to use and re-produce the Data.

6. Ai Group will provide the Data within 24 hours of publication of the Index.
7. (a) Ai Group warrants that it is fully entitled to supply the Data to the Applicant and its Group
(b) Ai Group makes no representation or warranty that the Data is or will be fit for the purpose the Applicant intends and the Applicant acknowledges that it receives the Data at its own risk.
8. Subject to the warranty in the paragraph 7(a), and except to the extent to which any exclusion of liability may be prohibited by law or void, Ai Group shall not be liable to the Applicant or any of its Group (parties) in contract, negligence or otherwise for any direct or indirect loss or damage sustained by any of the them in supplying, making use of, modifying, reproducing or adapting or storing the Data. Where liability cannot be so excluded, by the operation of law, Ai Group's liability for negligence or breach of contract shall be limited to the amount of the Fee paid by the Applicant for the year in which the liability arises.
9. To the extent that any Data provided contains an individual's personal information or personal data, as defined by the Privacy Act(1988) of the Commonwealth of Australia (the Act), Ai Group confirms: (a) its collection and use of the Data is in compliance with the Act and all other relevant privacy laws of the Federal or State jurisdictions in which the Data was collected; and (b) it has not otherwise done or failed to do anything that would cause the Applicant to be in breach of the Act or any other data privacy law in Australia by the Applicant's use of the Data in accordance with this Licence.ⁱⁱⁱ
10. The Applicant hereby warrants that all personal information or data of any individual that is contained in the Data the subject of this Licence (if any) shall be collected, used, disclosed, stored and accessed in accordance with the privacy laws in the jurisdiction in which the Applicant intends to collect, use, disclose, store and access that personal information and that the Applicant has in place a privacy or data policy that has the same effect and requires the same duties and obligations of the collector, discloser, user and storer of such personal information as the Australian Privacy Principles under the Act.
11. The Applicant shall not be entitled to assign or transfer its respective rights and obligations or part of them under this Agreement except to a member of its Group as indicated in this Agreement and on the same terms and conditions as set out herein. If this Licence is terminated, then the Applicant may continue to use Data provided to the Applicant prior to the date of termination, on the same terms and conditions as this Licence but at no additional cost.
12. Any publication in any form that the Applicant or any member of its Group creates or publishes using the Data the subject of this Licence must cite The Australian Industry Group as the source of the Data and if the Data is referenced to an Ai Group registered trade mark then the publication must also ensure that the registered trade mark cites Ai Group as the owner.
12. Notices to Ai Group should be sent by email or courier to:

Mr Phillip Chindamo
Chief Economist
The Australian industry Group
20 Queens Rd
Melbourne VICTORIA 3004
AUSTRALIA
Phillip.Chindamo@aigroup.asn.au

13. Notices to the Applicant shall be sent by email or courier to the address set out in this Licence.
14. The laws of the Commonwealth of Australia apply to this Licence and agreement.

Authorised Signatory

Date

Name

Position

ⁱ Each of **Australian PMI®**, **Australian PSI®** and **Australian PCI®** is a registered trade mark of The Australian Industry Group, 51 Walker Street North Sydney NSW 2059 Australia.

ⁱⁱ “Group” shall mean any body corporate from time to time under the Control of, Controlling or under common Control with the Applicant. For the avoidance of doubt, ‘Control’ means the ultimate ownership of more than 50% of the issued capital or voting rights of the relevant body corporate or the legal right to direct or control the affairs of such body corporate and ‘Controlling’ shall be interpreted accordingly.

ⁱⁱⁱ Ai Group is bound by the provisions of the Privacy Act 1988 of the Commonwealth of Australia. Under the provisions of that Act, inter alia, Ai Group must ensure that an individual’s personal information transferred overseas is treated in the same manner and is subject to the same degree of privacy protection as that afforded the individual in Australia. Accordingly, the Applicant is obliged to provide the assurance in paragraph 10 of the Licence.