

Microburbs

API TERMS AND CONDITIONS

AGREEMENT BETWEEN:

Microburbs Pty Ltd

ACN: 660 243 354

ABN: 11 660 243 354

2/11 York Street, Sydney NSW 2000, Australia

(hereinafter referred to as "**Microburbs**")

AND

[Client Company Name]

(ABN: [Client ABN])

[Client Address]

(hereinafter referred to as "Client**")**

APPROVED PURPOSE

This Agreement is for the use of Microburbs API to access and display property and suburb data for the purposes of providing property analytics and location insights to authenticated users within the Client's real estate platform. The Client may only use the API and Data for this **Approved Purpose**.



TABLE OF CONTENT

1. DEFINITIONS	1
2. GRANT OF LICENCE	4
3. INTEGRATIONS	6
4. API ACCESS AND SECURITY	7
5. USER AUTHENTICATION REQUIREMENTS	9
6. DATA USAGE RESTRICTIONS	10
7. DATA UPDATES AND ACCURACY	12
8. FEES AND PAYMENT	14
9. TEST DATA ACCESS	15
10. INTELLECTUAL PROPERTY RIGHTS	16
11. MONITORING AND AUDIT	18
12. CONFIDENTIALITY	19
13. TERM AND TERMINATION	20
14. SUPPORT AND MAINTENANCE	22
15. INDEMNITY	23
16. LIMITATION OF LIABILITY	24
17. FORCE MAJEURE	26
18. GENERAL	27
SCHEDULE A: FEES	29
EXECUTION	30



1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires:

"Agreement" means these Terms and Conditions together with any Schedules, Order Forms, and amendments agreed upon in writing between Microburbs and the Client.

"API" means the Application Programming Interface provided by Microburbs that enables the Client to access and retrieve Property Data and/or Suburb Data.

"API Client" means your website, application or software used or developed by you in relation to which the API is used.

"API Documentation" means the technical documentation provided by Microburbs describing the proper use of the API.

"API Key" means the unique authentication credential issued by Microburbs to the Client for accessing the API.

"Approved Purpose" means the intended use case for the API as agreed upon in writing between Microburbs and the Client.

"Authorised User" means an end user who has created an account with the Client and who has been granted access to the Client's products or services that incorporate the Data.

"Brand Features" means a party's trade names, trademarks, service marks, logos, slogans and expressions, domain names and other distinctive brand features.

"Confidential Information" means all information provided by one party to the other in connection with this Agreement that is marked confidential or would normally be considered confidential under the circumstances, including but not limited to the API Key, business plans, customer data, and proprietary algorithms.

"Content" means any data, text, images, videos, audio or software accessed through the API.

"Customer Application" means the application or platform specified by the Client through which Authorised Users will access the Data.

"Data" means the Property Data and/or Suburb Data provided through the API.



"Data Correction Request" means a formal request submitted by the Client to Microburbs identifying specific data points believed to be inaccurate, with supporting evidence.

"Derivative Works" means any modification, adaptation, or transformation of the API or Data that creates a new product or service outside the Approved Purpose. For clarity, the provision of property analytics and location insights to Authorised Users as described in the Approved Purpose does not constitute creation of a Derivative Work.

"Effective Date" means the date this Agreement is signed by both parties.

"Fees" means the fees specified in Schedule A for access to and use of the API.

"Initial Term" means the period specified in clause 13.1.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use and protect confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Our Content" means Content provided by Microburbs.

"Property Data" means data relating to residential and commercial properties, including but not limited to property details, valuations, historical sales data, growth forecasts, and other property-specific metrics.

"Security Incident" means any actual or reasonably suspected unauthorised access, use, disclosure, or breach of the Data or the API.

"Suburb Data" means data relating to suburbs, including but not limited to demographic information, amenities, median prices, growth forecasts, safety ratings, and other suburb-specific metrics.

"Term" means the Initial Term together with any Renewal Terms.



"**Test Data**" means the limited set of sample data provided for one suburb and one property to allow the Client to test the API integration.



2. GRANT OF LICENCE

2.1. Subject to the terms and conditions of this Agreement, Microburbs grants to the Client a non-exclusive, non-transferable, revocable, limited licence during the Term to:

- (a) access and use the API in accordance with the API Documentation;
- (b) incorporate the Data into the Client's products or services; and
- (c) permit Authorised Users to access and use the Data solely through the Client's products or services.
- (d) process, analyse, and present the Data to create property analytics and location insights for Authorised Users, provided that such analytics and insights are only available to Authorised Users and comply with all other restrictions in this Agreement.

2.2. The Client shall not, and shall ensure that its Authorised Users do not:

- (a) sublicense, sell, rent, lease, transfer, assign, distribute, or otherwise make available the API or the Data to any third party;
- (b) modify, decompile, reverse engineer, disassemble, or create derivative works based on the API or the Data outside the scope of the Approved Purpose;
- (c) use the API or the Data in any manner that could damage, disable, overburden, or impair Microburbs' servers or networks;
- (d) use automated means, including spiders, robots, crawlers, or data mining tools, to access the API or the Data;
- (e) download, store, or cache the Data under any circumstances;
- (f) display the Data on any publicly accessible website or platform without requiring user authentication;
- (g) use the Data for lead generation without requiring users to create an account with the Client;



(h) publish the Data in a manner that would compete with Microburbs in search engine results or for search engine optimisation purposes;

(i) pipe, stream, or otherwise redistribute the Data to any third party; or

(j) use the API or the Data for any purpose not expressly permitted by this Agreement.



3. INTEGRATIONS

3.1. The Client agrees that the integration of the API with the Customer Application must adhere to the Approved Purpose.

3.2. The Client is solely responsible for all costs of any development and maintenance work required to integrate the Customer Application with the API and for all costs to modify, alter or develop the Customer Application to enable the Client to comply with the terms of this Agreement.

3.3. Prior to enabling Authorised Users with access to the Data through the Customer Application in a live production environment, the Client must first provide Microburbs with the opportunity to review the Customer Application and the Client's use of the Data in the context of the Client's obligations under this Agreement. The Client agrees to supply Microburbs with any requested documentation relating to the Customer Application prior to the Effective Date.

3.4. Following any review under clause 3.4, the Client must promptly comply with all of Microburbs' instructions regarding any modifications that Microburbs may require to the Customer Application to ensure compliance with this Agreement.

3.5. The Client must incorporate an authenticator token into an integration of the Customer Application with the API to ensure the integration is only made available to Authorised Users.

3.6. The Client must provide and adhere to a privacy policy for its API Client that clearly and accurately describes to Authorised Users of the API Client what Personal Information the Client collects and how the Client uses and discloses such information (including for advertising) with Microburbs and any third parties.

3.7. The Client must operate (and keep up to date) anti-scraping software on any Customer Application that enables an Authorised User to access any product data via the internet or other network connected to the internet.



4. API ACCESS AND SECURITY

4.1. Microburbs will provide the Client with an API Key for accessing the API. The Client shall:

- (a) keep the API Key secure and confidential;
- (b) not share the API Key with any third party;
- (c) use the API Key solely for the purpose of accessing the API in accordance with this Agreement;
- (d) implement industry-standard technical and organisational security measures to protect the API Key, including but not limited to encryption, access controls, and secure coding practices;
- (e) ensure the API Key is stored securely and not embedded in publicly accessible code; and
- (f) notify Microburbs immediately upon becoming aware of any unauthorised use of the API Key.

4.2. The Client is responsible for all activities that occur using its API Key, whether or not such activities are authorised by the Client.

4.3. Microburbs reserves the right to monitor the Client's use of the API to ensure compliance with this Agreement.

4.4. Microburbs may suspend or terminate the Client's access to the API if Microburbs reasonably believes that the Client is in breach of this Agreement or that the Client's use of the API poses a security risk.

4.5. The Client shall:

- (a) implement and maintain appropriate technical and organisational security measures to protect any Data received through the API;
- (b) comply with all applicable data protection and privacy laws;
- (c) conduct regular security assessments of its systems that interface with the API; and



(d) notify Microburbs within 24 hours by email of becoming aware of any Security Incident.



5. USER AUTHENTICATION REQUIREMENTS

5.1. The Client must implement user authentication for all products or services that incorporate the Data, such that:

- (a) each end user must create an account with the Client before accessing any Data;
- (b) the Client maintains accurate records of all Authorised Users;
- (c) the Client implements reasonable security measures to prevent unauthorised access to Authorised User accounts; and
- (d) the Client promptly terminates access for any Authorised User who violates the Client's terms of service or this Agreement.

5.2. The Client must not allow any person to access the Data without first creating an account and agreeing to the Client's terms of service, which must include:

- (a) provisions consistent with the restrictions in this Agreement;
- (b) a clear disclaimer that the Data is provided for informational purposes only and should not be relied upon without independent verification; and
- (c) a requirement that Authorised Users conduct their own research and due diligence before making any decision based on the Data.



6. DATA USAGE RESTRICTIONS

6.1. No Caching: The Client must not cache, store, save, or maintain any Data under any circumstances. Each request for Data must be made directly to the API.

6.2. Lead Generation Restrictions: The Client must not use the Data for lead generation purposes without requiring users to create an account and provide value beyond mere access to the Data.

6.3. Publication Restrictions: The Client must not publish the Data openly on any publicly accessible platform, website, or application in a manner that:

- (a) would compete with Microburbs in search engine results;
- (b) is designed primarily for search engine optimisation purposes; or
- (c) makes the Data freely available without requiring user authentication.

6.4. Internal Consumption: The Client shall ensure that the Data is consumed internally within the Client's products or services and is not piped, streamed, or otherwise redistributed to any third party.

6.5. Where listing data forms part of the API, the following terms apply:

(a) Where the Client displays listing data through any means (digital or otherwise), and where this display of data includes property details pages, these pages should be set to 'no-index' with major search providers, including Google, Bing, and must require user login to access.

(b) The Client is permitted to display a subset of the data, in the location and as specified in the Approved Purpose, but must not modify the content of listing data and such subset must be presented as sourced from the API.

6.6. Resale Prohibition: This Agreement grants the Client a limited licence to display the API requested data once to one logged in user. The Client is not permitted to resell, redistribute, or sublicense the Data to any third party. This includes but is not limited to:

- (a) building a database of the Data for distribution to third parties;
- (b) scraping or harvesting the Data for purposes beyond the Approved Purpose;
- (c) back-end



scraping or automated collection of the Data; or (d) using the Data to create derivative products or services that compete with Microburbs.



7. DATA UPDATES AND ACCURACY

7.1. Microburbs shall use commercially reasonable efforts to ensure that:

- (a) core metric data, including median prices and growth forecasts, is updated weekly to provide the Client with the most current market insights;
- (b) property listing data is updated daily;
- (c) all data is validated through Microburbs' proprietary validation algorithms before being made available through the API; and
- (d) known data accuracy metrics are made available to the Client upon request.

7.2. The Client acknowledges that:

- (a) the Data is compiled from various sources and may contain errors, omissions, or inaccuracies;
- (b) while Microburbs implements rigorous data validation processes including the application of hedonic models for median pricing, Microburbs does not warrant that the Data is complete, accurate, or up-to-date;
- (c) the Data should not be relied upon as the sole basis for any business decision; and
- (d) any reliance placed by the Client or its Authorised Users on the Data is at their own risk.

7.3. If the Client identifies any specific inaccuracies in the Data, the Client may submit a Data Correction Request to Microburbs. Microburbs shall:

- (a) acknowledge receipt of the Data Correction Request within two (2) business days;
- (b) investigate the reported inaccuracy within a reasonable timeframe;
- (c) notify the Client of the outcome of the investigation and any actions taken.



7.4. Microburbs makes no warranty that its growth forecasts that are stated or advertised, which have historically demonstrated success in identifying suburbs that outperform the market, will maintain their level of accuracy in the future.



8. FEES AND PAYMENT

8.1. The Client shall pay to Microburbs the Fees specified in Schedule A.

8.2. All Fees are:

- (a) shown before GST is applied;
- (b) payable in Australian dollars; and
- (c) non-refundable.

8.3. The Client will be automatically charged every 30 days. Any failure to process payment will result in API access being revoked after 3 business days of non-payment.

8.4. If the Client fails to make any payment due to Microburbs under this Agreement by the due date for payment, then, without limiting Microburbs' remedies:

- (a) Microburbs may suspend the Client's access to the API until payment is made in full.

8.5. Microburbs may increase the Fees upon 28 days' written notice to the Client. If the Client does not agree to the amended Fee, the Client may terminate this Agreement by giving Microburbs written notice within the 28-day notice period. Failure to terminate this Agreement within the 28-day notice period will constitute the Client's acceptance of the amended Fee.



9. TEST DATA ACCESS

9.1. Upon execution of this Agreement, Microburbs will provide the Client with access to Test Data for one suburb and one property.

9.2. The Client may use the Test Data solely for the purpose of testing and developing its integration with the API.

9.3. The Client acknowledges that:

- (a) the Test Data may contain data that is not accurate or up-to-date;
- (b) access to the Test Data is subject to rate limitations; and
- (c) access to the Test Data does not constitute a free trial of the API or any other Microburbs products.

9.4. The Client must successfully test its integration with the Test Data before being granted access to the full API.

9.5. Upon satisfactory completion of testing with the Test Data and payment of the first month's Fees, Microburbs will provide the Client with access to the full API.



10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Client acknowledges and agrees that:

(a) all Intellectual Property Rights in the API, the Data, and the API Documentation are owned by or licensed to Microburbs;

(b) nothing in this Agreement transfers any ownership rights in the API, the Data, or the API Documentation to the Client;

(c) the Client shall not do anything that may infringe, challenge, or diminish Microburbs' Intellectual Property Rights in the API, the Data, or the API Documentation; and

(d) any goodwill derived from the use by the Client of Microburbs' Intellectual Property Rights shall accrue to Microburbs.

10.2. If the Client becomes aware of any infringement or threatened infringement of Microburbs' Intellectual Property Rights, the Client shall immediately notify Microburbs in writing.

10.3. The Client grants to Microburbs a non-exclusive, worldwide, royalty-free licence to use the Client's name and logo for the purpose of identifying the Client as a customer of Microburbs in Microburbs' marketing materials, unless the Client notifies Microburbs in writing that it does not consent to such use.

10.4. API Content:

(a) The API contains certain Content. Content may be provided by Microburbs (Our Content) or third parties. Where Content is provided by third parties, Microburbs may review such Content to determine whether it is illegal or breaches the terms of this Agreement or Microburbs' policies, and Microburbs may remove or refuse to display any Content in its sole discretion.

(b) Any Content accessible through the API may be subject to Intellectual Property Rights and other applicable laws. The Client may not use it unless the Client is licensed to do so by the owner or licensor of that Content or is otherwise permitted to do so by law or in accordance with this Agreement. The Client's access to Content provided via the API may be restricted, limited, or filtered by Microburbs in accordance with applicable law and Microburbs' policies (as these are updated from time to time).



10.5. Brand Features and Attribution:

- (a) Except where expressly stated, this Agreement does not grant either party any right, title, or interest in or to the other party's Brand Features.
- (b) The Client is permitted but not required to display Microburbs' Brand Features when using the API and Data.
- (c) The Client must not make any statement regarding the Client's use of the API which suggests any partnership with, or sponsorship or endorsement by, Microburbs without Microburbs' prior written consent.
- (d) In the course of promoting, marketing or demonstrating the API and any associated Microburbs products, the Client agrees that Microburbs may produce and distribute incidental depictions, including screenshots, video or other content from the Client's API Client, and may use the Client's company name, product name, domain name or other of the Client's Brand Features in relation to the same.



11. MONITORING AND AUDIT

11.1. Monitoring:

(a) The Client agrees that Microburbs may monitor the Client's (and the Client's Authorised Users') use of the API to ensure quality, improve Microburbs' products and services, and verify the Client's compliance with this Agreement.

(b) This monitoring may include Microburbs accessing and using the Client's API Client, for example, to identify security issues that could affect Microburbs or Microburbs' other customers. The Client must not interfere with this monitoring and the Client acknowledges that Microburbs may use technical means to overcome any such interference.

(c) Microburbs reserves the right to review the Client's usage patterns and may contact the Client if its usage significantly deviates from the expected pattern or imposes an unreasonable load on Microburbs' systems.

11.2. Audit:

(a) Microburbs may audit the Client's compliance with this Agreement for all environments in which the Client uses the API.

(b) Microburbs may request a log-in to a demo or test account or access to the Client's website or application which is using the API for the purposes of the audit.

(c) Microburbs will notify the Client in writing if any such audit in accordance with this clause indicates that the Client has used the API in breach of this Agreement.

12. CONFIDENTIALITY

12.1. Each party undertakes that it shall not at any time during this Agreement, and for a period of 12 months after termination of this Agreement, disclose to any person any Confidential Information of the other party, except as permitted by clause 12.2.

12.2. Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement, provided that the disclosing party ensures that each such recipient complies with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

12.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.



13. TERM AND TERMINATION

13.1. This Agreement commences on the Effective Date and continues for an initial term of 1 month (the "Initial Term"), unless terminated earlier in accordance with this Agreement.

13.2. At the end of the Initial Term, this Agreement shall continue on a month-to-month basis unless it is terminated earlier in accordance with this Agreement.

13.3. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so; or

(b) the other party becomes insolvent, enters into administration, liquidation or any arrangement with creditors, or ceases to carry on business.

13.4. Microburbs may immediately terminate the Client's access to the API without notice for the following reasons:

(a) an integration with the Client's API Client affects the API in any way;

(b) the Client materially breaches any term of this Agreement;

(c) the Client uses the API in a dishonest or fraudulent manner;

(d) Microburbs' business or contractual relationships with any third parties require Microburbs to do so;

(e) Microburbs ceases providing the API;

(f) Microburbs considers (in Microburbs' sole discretion, acting reasonably) that the Client has done something that is detrimental to Microburbs' business interests or reputation or those of any third parties;

(g) the Client's use case changes (and no longer fits within the Approved Purpose) and Microburbs has not provided its prior written consent for such change; or



(h) there is a Change in Control of the Client (within the meaning of the Corporations Act 2001 (Cth)).

13.5. After the Initial Term:

(a) the Client may terminate this Agreement for any reason with 28 days' written notice to Microburbs; and

(b) Microburbs may terminate this Agreement for any reason with 28 days' written notice to the Client.

13.6. The Client acknowledges that neither Microburbs, nor any third party, will have any liability to the Client for any reason whatsoever arising from any termination of the Client's access to the API, except Microburbs will refund the Client any prepaid Fees where Microburbs terminates in accordance with clause 13.4(e), or Microburbs terminates in accordance with clause 13.5(b) or the Client terminates in accordance with clause 13.3.

13.7. Upon termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate;

(b) the Client shall immediately cease all use of the API and the Data;

(c) the Client shall ensure that all Authorised Users cease all use of the Data;

(d) the Client must immediately destroy all data retrieved by the Client from the API and stored in any way by the Client and Microburbs may audit the Client to ensure the Client has undertaken this action and/or require the Client to provide a certificate signed by an authorised officer that the Client has taken this action; and

(e) any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, shall not be affected or prejudiced.

14. SUPPORT AND MAINTENANCE

14.1. Microburbs shall provide support services to the Client during the Term within Support Hours, which are 9:00 AM to 5:00 PM Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Time (AEDT), as applicable, Monday to Friday, excluding public holidays in New South Wales, Australia.

14.3. The Client may submit support requests through the following channel:

(a) **Email:** david@microburbs.com.au

14.4. Support requests should include:

- (a) a detailed description of the issue;
- (b) the date and time the issue was first observed;
- (c) steps to reproduce the issue (if applicable);
- (d) the impact of the issue on the Client's operations;
- (e) relevant log files or screenshots (if available); and
- (f) the Client's requested Severity Level for the issue.

14.5. Support services do not include:

- (a) development of custom functionality;
- (b) integration with the Client's systems beyond what is described in the API Documentation;
- (c) training on how to use the API beyond what is provided in the API Documentation;
or
- (d) support for issues caused by the Client's negligence or misuse of the API.



15. INDEMNITY

15.1. The Client shall indemnify and hold harmless Microburbs from and against all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) the Client's breach of this Agreement;
- (b) the Client's use of the API or the Data;
- (c) any product or service provided by the Client to Authorised Users that incorporates the Data; or
- (d) any claim that the Client's use of the API or the Data infringes the rights of any third party.



16. LIMITATION OF LIABILITY

16.1. Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

16.2. Subject to clause 16.1, Microburbs shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data, or information;
- (f) loss of or damage to goodwill; or
- (g) any indirect or consequential loss.

16.3. Subject to clauses 16.1 and 16.2, Microburbs' total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fees paid by the Client to Microburbs during the 3 months preceding the date on which the claim arose.

16.4. The Client acknowledges that:

- (a) the API and the Data are provided "as is" and "as available";
- (b) Microburbs does not warrant that the API or the Data will be uninterrupted, error-free, or completely secure; and



(c) Microburbs does not make any representations or warranties regarding the accuracy, reliability, or completeness of the Data, except as expressly set out in this Agreement.

16.5. The Client acknowledges that Microburbs does not offer service credits or other financial remedies for failure to meet API Availability targets or other service level commitments. The Client's remedies for any service level failures are limited to those expressly set out in this Agreement.



17. FORCE MAJEURE

17.1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control, including but not limited to:

- (a) acts of God, flood, drought, earthquake, or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical, or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota, or prohibition;
- (f) collapse of buildings, fire, explosion, or accident; or
- (g) any labour or trade dispute, strikes, industrial action, or lockouts.

17.2. If the period of delay or non-performance continues for 14 days, the party not affected may terminate this Agreement by giving written notice to the affected party.

18. GENERAL

18.1. Assignment and other dealings: Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

18.2. Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

18.3. Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.4. Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18.5. Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18.6. Notices: Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by email to the address provided by each party.

18.7. Third party rights: No one other than a party to this Agreement shall have any right to enforce any of its terms.

18.8. Governing law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New South Wales, Australia.



18.9. **Jurisdiction:** Each party irrevocably agrees that the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

18.10. **No endorsement:** This Agreement does not create any endorsement by Microburbs of the Client or the Client's business, software, application or website. The Client must not advertise or make any public notice, or release any press release, case study or other collateral or use of Microburbs' logos without Microburbs' express written consent which Microburbs may withhold at its discretion.

18.11. **Non-exclusive:** This Agreement is non-exclusive and the Client acknowledges that Microburbs may develop products or services that may compete with the Client's business, website and/or applications, or any other products or services.

SCHEDULE A: FEES

Individual API Options

Suburb and Street Data API

- \$1,000 AUD per month (plus GST)

Property Data API

- \$1,000 AUD per month (plus GST)

Combined Packages

Combined Package: 'Suburb and Street Data' and 'Property Data'

- \$1,500 AUD per month (plus GST)
 - *Save \$500 per month compared to individual purchase*
-

Pricing options may be discussed for upfront payment of longer periods (i.e. 6 months). All initial terms transition to month-by-month billing once they end.



EXECUTION

Signed for and on behalf of Microburbs Pty Ltd:

Signature: _____

Name: _____

Position: _____

Date: _____

Signed for and on behalf of [Client Company Name]:

Signature: _____

Name: _____

Position: _____

Date: _____

