

# Red File Licence Agreement

**DATED:**

**PARTIES**

- (1) **NEW ZEALAND POST LIMITED** a company incorporated in New Zealand with its registered office at Wellington (the “**Licensor**”); and
- (2) The Licensee identified below.

**BACKGROUND**

The Licensor agrees to grant the Licensee a license to use certain data on the terms and conditions set out in this Agreement. This Agreement incorporates the attached Common Terms and Conditions, and any Special Terms, as defined in the Common Terms and Conditions.

<b>A. Licensee:</b>	<b>Name:</b>
	<b>Address for notice:</b>
<hr/>	
<b>B. Supply Date:</b>	
<b>C. Initial Period:</b>	3 months

<b>SIGNED</b> for and on behalf of	Signature
<b>NEW ZEALAND POST LIMITED</b>	Print name
	Print title

<b>SIGNED</b> for and on behalf of	Signature
<b>LICENSEE</b>	Print name
	Print title

License Type	Cost
Red Base	\$300.00 +GST
Red Plus	\$450.00 +GST

# Common terms and conditions

## TERMS OF THIS AGREEMENT

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions: In this Agreement:

**“Agreement”** means this data licence agreement between the parties, incorporating these ‘Common Terms and Conditions’ and including the attached Schedule;

**“Beta Update”** means an Update which is not complete and/or fully tested and stable;

**“Business Day”** means any day other than a Saturday, Sunday or statutory public holiday in Wellington;

**“Commencement Date”** means the date of this Agreement;

**“CC Terms”** has the meaning given in clause 3.3;

**“Data”** means data licensed or provided to the Licensee under this Agreement, as specified in the Schedule to this Agreement;

**“Documentation”** means any user and technical documentation supplied by the Licensor with the Data to enable the Licensee and its personnel to use the Data, and any confidential information of the Licensor;

**“End User”** means any person to whom Data is permitted to be distributed, sold or made available by the Licensee in accordance with this Agreement;

**“End User Agreement”** means an agreement between the Licensee and an End User which incorporates the terms specified for inclusion in such agreement under this Agreement;

**“Fees”** means the amounts payable by the Licensee to the Licensor in accordance with this Agreement, as specified in the Schedule to this Agreement.

**“GST”** means goods and services tax chargeable, or for which a person may be liable, under the Goods and Services Tax Act 1985 and any penalties, additional tax or interest payable in respect of that tax;

**“Intellectual Property”** includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing;

**“LINZ Data”** has the meaning given in clause 3.3;

**“Permitted Use”** means the purposes for which the Licensee is granted a licence to use the Data, as specified in the Schedule to this Agreement.

**“Restricted Data”** has the meaning given in clause 3.1;

**“Support”** means support services to be provided by the Licensor under this Agreement, as specified in the Schedule to this Agreement (if any);

**“Update”** means a new version or release of the Data made by the Licensor (if any);

**“Update Frequency”** means the frequency at which Updates (if any) will be provided by the Licensor to the Licensee, as specified in the Schedule to this Agreement.

#### 1.2 Interpretation: In this Agreement:

- (a) a **“person”** includes any individual, corporation, unincorporated association, government department or municipal authority;
- (b) a reference to a **“party”** includes that party’s successors or permitted assigns;
- (c) a reference to **“\$”** or **“NZD”** is a reference to New Zealand currency; and
- (d) **“including”** and similar words do not imply any limitation.

## 2. PROVISION OF DATA AND SUPPORT

- 2.1 Supply of Data:** The Licensor must supply the Licensee with the Data on the Supply Date and Updates in accordance with the Update Frequency, and the terms of this Agreement shall govern the use of such Data.
- 2.2 Beta Updates:** The Licensor at its sole discretion may from time to time make Beta Updates available to the Licensee. Such Beta Updates may be used for the Licensee's internal business purposes only.
- 2.3 Updates:** On receipt of an Update, the Licensee must, as soon as practicable, cease use of any previous version of the Data, and commence use of the Update. The Licensee's right to use each Update shall terminate on the latter of:
- (a) the termination or expiration of this Agreement; or
  - (b) at the time a subsequent Update becomes available.
- 2.4 Frequency of updates:** The Licensor reserves the right to change the Update Frequency at any time upon giving the Licensee reasonable prior notice of the change.
- 2.5 Deficiencies:** The Licensee must notify the Licensor within seven days after receiving the Data or any Update of any deficiencies in the Data or Update or any damage to the media on which it was supplied.
- 2.6 Changes to Data:** The Licensor reserves the right to change the Data (including the file structure of Data) at any time. The Licensor will give reasonable advance notice to the Licensee prior to making any such change which the Licensor considers will have a material impact on the Licensee's use of the Data.
- 2.7 Support:** The Licensor must provide the Support as specified in the Schedule to this Agreement.

## 3. LICENCE

### 3.1 The data identified below is "Restricted Data":

- 3.2 Licence:** Save in respect of the LINZ Data (which is subject to clause 3.3 below) the Licensor grants to the Licensee a non-exclusive, personal, and non-transferable licence to use the Data subject to the restrictions and other terms contained in this Agreement.
- 3.3 Third Party Data:** The Data includes data which has been compiled by Land Information New Zealand ("the LINZ Data"). The LINZ Data is subject to the Creative Commons licence terms available at <http://creativecommons.org/licenses/by/3.0/nz/legalcode> (the "CC Terms") and may be used by the Licensee in accordance with the CC Terms.
- 3.4 Ownership:** The Restricted Data and the Documentation and all Intellectual Property and other rights in the Restricted Data and the Documentation from time to time remain the property of the Licensor.
- 3.5 Copyright notices:** The Licensee must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.
- 3.6 No licence to use trade marks:** This Agreement does not grant to the Licensee any right to use any of the trade marks, business names or logos of the Licensor, unless otherwise specifically provided for by this Agreement.
- 3.7 Permitted use:** The Licensee may only use the Restricted Data for the Permitted Use and will limit access to the Restricted Data to those employees for whom such access is necessary to the Permitted Use.
- 3.8 Licence restrictions:** The Licensee must not at any time:
- (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Restricted Data or relay or disseminate the same to any third party;
  - (b) provide the Restricted Data to (or allow the provision of the Restricted Data to, or access to the Restricted Data by) any agents or subcontractors of the Licensee without the prior written consent of the Licensor; or
  - (c) sub-license all or any part of the Restricted Data to any person, nor purport or attempt to do so; or
  - (d) allow the Restricted Data to be placed onto its network, or combine the Data with the Licensee's, or with any other person's data in anyway, except as is expressly permitted by the Permitted Use or otherwise under this Agreement.
- 3.9 Permitted copies:** The Licensee may make one back-up copy of the Data for security purposes. The Licensee may only use such back-up copy for archive retention and retrieval purposes and must not use or retain such copies beyond the term of the licence for the Data set out in clause 4.1 or in the case of an Update beyond the termination of the Licensee's right to use the relevant Update in accordance with clause 2.3, or beyond the termination of this Agreement in accordance with clause 11. The Licensee must, for the benefit of the person named in the relevant disclaimer or copyright notice, include in such copy of the Data any disclaimer or copyright notice which is included in the Data as provided to the Licensee (or on the media on which the Data is provided to the Licensee).

**3.10 Termination of third party licences:** If any licence under which a third party grants to the Licensor the right to incorporate the third party's material in the Data is terminated, this Agreement shall immediately terminate in respect of that material and the Licensee must, at the Licensor's request:

- (a) remove the material from all of its products or services within **[seven]** days; and
- (b) ensure that each End User removes the same material from any copies of any Data held by that End User within **[seven]** days.

## **4. TERM**

**4.1** This Agreement shall commence on the Commencement Date and shall continue for the Initial Period and shall automatically renew for the Renewal Periods (if any), subject to the payment of the Fees and unless terminated in accordance with clause 11 or 12.2(c).

## **5. LICENSEE'S OBLIGATIONS**

**5.1 No statements of endorsement:** The Licensee must not make any representation, statement or claim relating to the Data (or any software containing the Data) being approved, recommended or endorsed by the Licensor or do anything similar or imply that such is the case, unless the Licensor has expressly given its prior written consent to the form and content of such claim.

**5.2 Audit right:** The Licensee must, subject to reasonable prior notice being given by the Licensor and subject to any reasonable confidentiality requirements of the Licensee, grant to the Licensor and its authorised agents reasonable access, during working hours, to its premises, systems, accounts and records solely for the purpose of verifying the Licensee's compliance with this Agreement (including clause 11.5). If such audit reveals material non-compliance with this Agreement by the Licensee, the Licensor may (without limiting any other rights and remedies of the Licensor) require the Licensee to reimburse the Licensor for the reasonable costs of such audit.

**5.3 Compliance with law:** The Licensee must:

- (a) comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of the Data; and
- (b) ensure that its use of the Restricted Data is not inconsistent with the registration of the Licensor under the Postal Services Act 1998 (or any other legislation or regulations applicable to the Licensor).

**5.4 Feedback:** The Licensee agrees to provide to the Licensor from time to time such information as the Licensor reasonably requests regarding:

- (a) the quality of the Data, the Documentation and any Support;
- (b) uses for the Data;
- (c) the market for the Data; and
- (d) opportunities for the development and improvement of the Data.

**5.5 Personnel and sub-contractors:** The Licensee must ensure that its personnel, agents and sub-contractors comply with the terms of clause 3 and this clause 5 as if they were the Licensee.

**5.6 Breach by personnel:** Any act or omission of any personnel, agent or sub-contractor of the Licensee or End User which would constitute a breach of this Agreement if it had been committed by the Licensee shall be deemed to be a breach of this Agreement by the Licensee.

## **6. FEES**

**6.1 Payment of Fees:** The Licensee must pay the Fees to the Licensor prior to the Supply Date and, in the case of any Renewal Periods, prior to the commencement of the relevant Renewal Period, in accordance with this Agreement.

**6.2 Amending Fees:** The Licensor is entitled to vary any Fee annually during the term of this Agreement upon at least 30 days' written notice. Any such variation will take effect on the date at which the next payment of Fees is due, following the expiry of the notice period.

**6.3 Default interest:** The Licensor reserves the right to charge interest at the rate of 4% above the then overdraft lending rate of the Licensor's bankers on late payment of any Fee by the Licensee.

**6.4 GST:** All amounts payable by the Licensee under this Agreement are exclusive of GST and other duties or taxes. Any GST, other duties or taxes payable in respect of such amounts shall be payable in addition to such amounts.

## 7. INTELLECTUAL PROPERTY

- 7.1** Except for those limited licences or rights to use that may be granted under this Agreement, neither party grants any title or licence or right to use its existing Intellectual Property. Such Intellectual Property shall remain the exclusive property of the party that owned it at the commencement of this Agreement, including any alterations, additions or amendments to such Intellectual Property. Each party shall maintain adequate internal procedures, including appropriate agreements with its employees and End Users, to protect the Intellectual Property of the other party in the same manner as it protects its own Intellectual Property.
- 7.2** Ownership of any new Intellectual Property created as a result of, for the purposes of, or in connection with this Agreement, will reside with the Licensor.
- 7.3** This section 7 shall survive the termination of this Agreement.

## 8. WARRANTIES

- 8.1 Licensor's warranty:** The Licensor warrants that:
- (a) it owns or has a licence to use the Data; and
  - (b) the licensing of the Data by the Licensor and the use of the Data by the Licensee and any End User in accordance with this Agreement and any End User Agreement (as applicable) will not breach:
    - (i) the Intellectual Property rights of any third party; or
    - (ii) the provisions of the Privacy Act 1993 or any other applicable law relating to the protection of personal data.
- 8.2 No implied warranties from Licensor:** The Licensor's warranties in relation to the Data are limited to those set out in this Agreement and all implied warranties or conditions are excluded. Without limitation, the Licensor does not warrant that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the Licensee's purpose or for use in any specific technical environment, or that the Licensor will provide any training or Documentation with any Data. To avoid doubt, the Licensee agrees and represents that it is acquiring the Data and Documentation (if any) for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.
- 8.3 Licensee's warranty:** The Licensee warrants that:
- (a) it has full capacity, and authority to enter into and perform its obligations under this Agreement, which when this Agreement has been executed will constitute valid and binding obligations on it in accordance with this Agreement; and
  - (b) any End User Agreements will meet the requirements contained in this Agreement.

## 9. CONFIDENTIALITY

- 9.1 General obligation:** Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement or as required by law) the terms and conditions of this Agreement or any information obtained from the other party under or in connection with this Agreement which is not within the public domain.
- 9.2 Extension:** Each party undertakes to use its best endeavours to ensure that its employees, agents, any sub-contractors and End Users are aware of, and comply with, clause 9.1.
- 9.3 Minimum standard:** In fulfilling the obligations in clauses 9.1 and 9.2, each party will as a minimum standard use the same degree of care to avoid disclosure as it uses to protect its own confidential information.
- 9.4 Publicity:** Unless expressly agreed otherwise by the Licensor in writing, the Licensee may not make any press announcement or release relating to this Agreement or the Data without the approval of the Licensor as to the form and manner of the announcement or release.
- 9.5 Public domain:** For the purposes of clause 9.1, the fact that parts of the Data provided by the Licensor to the Licensee may be in the public domain, does not in and of itself deem the Data, as a compilation, to be in the public domain.

## 10. LIMITATION OF LIABILITY

**10.1 No consequential loss, etc:** Save in respect of the indemnities contained in clauses 10.5 and 10.6 and any breach of clause 9, in no circumstances shall either party be liable to the other under or in connection with this Agreement, or in connection with any Data, in any circumstance whatsoever, whether in contract, tort (including for negligence) or otherwise, for any loss of profit, loss of revenue, loss of business or other form of economic loss, or any form of indirect, consequential or special loss or damage.

**10.2 Maximum liability of the Licensor:** Save in respect of liability under the indemnity contained in clause 10.6, the Licensor's total aggregate liability to the Licensee under or in connection with this Agreement for the Licensee's use of the Data, whether arising in contract, tort (including for negligence) or otherwise, shall not exceed the aggregate Fees paid by the Licensee to the Licensor during the period of one year ending on the date on which such liability arose. In respect of the indemnity contained in clause 10.6, the Licensor's maximum aggregate liability shall be \$500,000.

**10.3 Maximum liability of the Licensee:** Save in respect of the indemnities contained in clauses 10.5(c) and 10.5(d), the Licensee's total aggregate liability to the Licensor under or in connection with this Agreement for the Licensee's use of the Data, whether arising in contract, tort (including for negligence) or otherwise, shall not exceed \$500,000. In respect of the indemnities contained in clauses 10.5(c) and 10.5(d), the Licensee's total aggregate liability to the Licensor in relation to each End User shall not exceed \$250,000.

**10.4 No reliance:** The Licensee warrants that it has not relied on any representation made by the Licensor which has not been stated expressly in this Agreement.

**10.5 Licensee's Indemnity:** Subject to clauses 10.1 and 10.3, the Licensee indemnifies and keeps indemnified the Licensor against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with:

- (a) a breach of the Licensee's obligations under this Agreement
- (b) any wilful or unlawful act or omission of the Licensee;
- (c) any breach by any End User or prospective End User of any term of any End User Agreement that was required to be included in such agreement pursuant to this Agreement; and
- (d) the use of the Data by an End User or any other person who has obtained the Data from an End User.

**10.6 Licensor's indemnity:** Subject to clauses 10.1, 10.2 and 10.7, the Licensor indemnifies the Licensee against and will, at its cost, defend or settle any claim, suit, action or proceeding (collectively, an action) brought against the Licensee attributable to any breach of the warranty contained in clause 8.1 or a claim that the authorised use of the Data by the Licensee in accordance with this Agreement constitutes a breach of the Intellectual Property rights of a third party, provided that:

- (a) the Licensee notifies the Licensor promptly in writing of any action and gives the Licensor complete authority and information required for the conduct of the action and its defence, settlement or compromise;
- (b) the Licensee co-operates with the Licensor in defending or settling the action and makes its employees, agents distributors and End Users available to give such statements, advice and evidence as the Licensor may reasonably request;
- (c) the Licensee does not do, or omit to do, any act, including making any admissions, that would compromise the Licensor's position in relation to defending or settling the action; and
- (d) the Licensee at the Licensor's instructions:
  - (i) amends its products and services to remove any material which is the subject of a claim that the Intellectual Property rights of a third party, or any provisions of the Privacy Act 1993, or any other applicable law relating to the protection of personal data, have been breached; and
  - (ii) ensures that each End User also removes any such material from the Licensee's products held by that End User.

**10.7 Limitation of liability for breach of the Intellectual Property indemnity: If:**

- (a) the Licensor is required under clause 10.6 to indemnify the Licensee; and
- (b) the alleged breach or claim giving rise to the obligation to indemnify the Licensee relates to material provided to the Licensor under a licence from a third party, the Licensor's liability to the Licensee shall be limited to the amount the Licensor is able to recover from that third party.

## 11. TERMINATION

**11.1 Termination by the Licensor:** The Licensor may terminate this Agreement immediately by prior written notice if the Licensee:

- (a) breaches any term of this Agreement and (where such breach is capable of being remedied) fails to remedy such breach within seven days of the date of written notification of the breach;
- (b) does anything in relation to the Data which in the Licensor's reasonable opinion brings or is likely to bring the Licensor into disrepute; or
- (c) breaches clause 9.

**11.2 Termination by the Licensee:** Provided that the Licensee has complied with clause 2.5, the Licensee may terminate this Agreement if the Licensor fails to provide Data in accordance with this Agreement (and such failure is not due to any act or omission of the Licensee, its affiliates, employees, agents or sub-contractors) within 28 days of receipt of written notice from the Licensee describing the failure and requiring it to be remedied.

**11.3 Insolvency:** Either party may terminate this Agreement immediately by written notice to the other if the other party passes a resolution to be wound up or goes or is put into receivership, liquidation, statutory management or circumstances arise which entitle a Court or a creditor to appoint a receiver or manager or which would entitle a Court to make a winding up order, or suffers any other form of insolvency administration or any analogous event in any jurisdiction.

**11.4 Termination without cause:** The Licensor may terminate this Agreement for convenience on an anniversary of the Commencement Date on giving to the Licensee not less than 90 days written notice. The Licensee may terminate this Agreement at any time on 30 days written notice, provided that any Fees paid or payable to the Licensor at the time of termination shall remain payable and/or shall not be refunded to the Licensee.

**11.5 Recovery of Data:** On termination of this Agreement, the Licensee must immediately:

- (a) deliver up to the Licensor; or
- (b) at the Licensor's option, delete or destroy, all copies and reproductions of the Restricted Data and Documentation within its possession or control, other than the one back up copy of the Restricted Data as permitted by clause 11.6. The Licensee must confirm in writing to the Licensor that this has been done. Without prejudice to the foregoing, the Licensor may enter into any premises of the Licensee to retrieve such copies and reproductions of the Restricted Data and Documentation or witness their destruction.

**11.6 Permitted copy:** Following termination of this Agreement the Licensee may retain one back-up copy of the Restricted Data for security purposes, provided however that such back up copy may at all times only be used by the Licensee for archive retention, system failure retrieval and disaster recovery purposes. The Licensee must, for the benefit of the person named in the relevant disclaimer or copyright notice, include in such copy of the Restricted Data any disclaimer or copyright notice which is included in the Restricted Data as provided to the Licensee (or on the media on which the Restricted Data is provided to the Licensee).

**11.7 Effect of termination on this Agreement:** Upon termination of this Agreement, all rights and obligations of the parties immediately cease to have effect except that:

- (a) the termination of this Agreement is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination, including the right of the Licensor to recover from the Licensee any Fees outstanding at the date of termination; and
- (b) the clauses which, by their nature, are intended to survive termination of this Agreement, survive termination.

## 12. GENERAL

**12.1 Notices:** Each notice or other communication under this Agreement must be in writing and be made by email, facsimile, personal delivery or by post to the addressee at the facsimile number or address, and be marked to the attention of the personal office holder (if any) from time to time designated for the purposes of this Agreement by the addressee to the other party. The initial facsimile number, address and relevant person or office holder for each party is specified in this Agreement. No communication shall be effective until received. The communication is deemed to be received by the addressee:

- (a) in the case of an email on the date on which it is dispatched or, if it is dispatched after 5.00PM on a Business Day or on a non-business day, on the next Business Day after the date of dispatch, provided that if receipt is disputed that the party giving notice by email produces a printed copy of the email which evidences that the email was sent to the email address of the party to whom notice is being given; and

- (b) in the case of a facsimile, on receipt of transmission on the Business Day on which it is dispatched or, if it is dispatched after 5:00PM (in the place of receipt) on a Business Day or on a non-business day, on the next Business Day after the date of dispatch;
- (c) in the case of personal delivery, when delivered; and
- (d) in the case of a letter, on the third Business Day after posting by “fast post”.

**12.2 Force Majeure:**

- (a) Neither party is liable for any act, omission, or failure to fulfil its obligations under this Agreement arising from any cause reasonably beyond its control including riots, acts of war, epidemics, governmental action superimposed after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (“Force Majeure”);
- (b) The party unable to fulfil its obligations due to a Force Majeure must:
  - (i) immediately notify the other in writing and provide full information concerning the Force Majeure;
  - (ii) use its best endeavours to overcome the Force Majeure and minimise the loss to the other party; and
  - (iii) continue to perform its obligations as far as practicable.
- (c) If the party cannot perform its obligations within 20 Business Days after the commencement of the Force Majeure, the other party may terminate this Agreement by written notice.

**12.3 Waiver:** Neither party is deemed to have waived any right under this Agreement unless the waiver is in writing. A failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this Agreement.

**12.4 Severance:** The illegality, invalidity or unenforceability of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

**12.5 Assignment:** The Licensee may not transfer, assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Licensor. The Licensee remains liable for the performance of its obligations under this Agreement despite any approved sub-contracting, assignment, or transfer.

**12.6 No partnership:** Nothing in this Agreement is deemed to constitute the parties as partners, or that of coventurers or principal and agent. Neither party has the power or authority to act for or on behalf of the other party other than as expressly authorised in writing by that other party from time to time.

**12.7 Dispute resolution:** The parties must work together in good faith to resolve any dispute or difference arising between them in connection with this Agreement. Pending resolution of a dispute, each party, to the extent it is able, must continue to perform its obligations under this Agreement.

**12.8 Law and jurisdiction:** This Agreement is governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceeding relating to this Agreement.

**12.9 Amendments:** Any modification to or variation of this Agreement must be in writing and signed by the parties.

**12.10 Entire Agreement:** This Agreement supersedes and extinguishes all prior agreements and understandings, and constitutes the entire agreement and understanding between the parties, relating to the Data.





## SCHEDULE

**This Schedule forms part of the Data Licence Agreement between the Licensor and the Licensee and is subject to its terms. Unless expressly stated otherwise, terms defined in the Common Terms and Conditions shall have the same meaning in this Schedule.**

1. Data	<p><b>Regionally Enhanced Delivery File (RED File)</b>                  The RED File provides a set of the delivery addresses current at the time of a PAF cycle (March, June, September and December). Territorial Authority (TA) and Regional Council information may also be included if the Licensee has purchased that level of data.</p> <p>The RED File is described further at <a href="http://www.nzpost.co.nz/sendright">www.nzpost.co.nz/sendright</a> as such description is amended from time to time.</p>						
2. Format and transmission of Data	Data will be supplied as a .txt file with delivery method via email, disk or SFTP.						
3. Update Frequency:	Not applicable.						
4. Fees:	<table border="1"> <thead> <tr> <th data-bbox="478 992 1016 1025">Extraction type</th> <th data-bbox="1016 992 1421 1025">Cost</th> </tr> </thead> <tbody> <tr> <td data-bbox="478 1025 1016 1059">RED File</td> <td data-bbox="1016 1025 1421 1059">\$300</td> </tr> <tr> <td data-bbox="478 1059 1016 1092">RED File plus TA &amp; Regional information</td> <td data-bbox="1016 1059 1421 1092">\$450</td> </tr> </tbody> </table>	Extraction type	Cost	RED File	\$300	RED File plus TA & Regional information	\$450
Extraction type	Cost						
RED File	\$300						
RED File plus TA & Regional information	\$450						
5. Permitted Use	<ul style="list-style-type: none"> <li>The Licensee may use the Data for its internal business purposes only.</li> </ul>						
6. Restrictions on use of the Data:	<ul style="list-style-type: none"> <li>a. The Data may not be distributed or sold to third parties.</li> <li>b. The Licensee must, for the benefit of the person named in the relevant disclaimer or copyright notice, include in any copy of the Data any disclaimer or copyright notice which is included in the Data as provided to the Licensee (or on the media on which the Data is provided to the Licensee).</li> </ul>						
7. End User terms:	Not applicable.						
8. Additional terms:	<p>1. The Licensee acknowledges and agrees that Land Information New Zealand ("LINZ") and the Crown (including Statistics New Zealand) hold absolutely and exclusively certain material which has been licensed to the Licensor and incorporated into the Data, and that LINZ and the Crown do not assign any copyright or other Intellectual Property rights in such material either to the Licensor or the Licensee. The Licensee further acknowledges and agrees that data sourced from LINZ or the Crown is not warranted to be free from error, and LINZ and the Crown shall not, in any circumstances, be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the Licensee or any other person in connection with this Agreement.</p> <p>In the event that any exclusion of the liability of LINZ or the Crown set out in this section 8(1) is inapplicable, or is held unenforceable, the liability of each of LINZ and the Crown under or in connection with this Agreement, or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the Data (by the Licensee or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by the Licensor to LINZ or the Crown (as the case may be) for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this section 8(1) of this</p>						



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Schedule confers a benefit on, and is enforceable by LINZ and the Crown.

2. When promoting or marketing any product or service of the Licensee which requires the use of any Data, the Licensee must: (a) not make any misrepresentations or misstatements about the Data or the Licensor; (b) not do anything that adversely reflects on, detracts from or otherwise prejudices the reputation or standing of the Licensor, the Data, or any products or services of the Licensor; (c) comply with the reasonable directions of the Licensor; (d) in relation to any documentation (including each End User Agreement) provided to an End User in conjunction with any such product or service, include the following notice: "The data within the RED File is sourced from New Zealand Post, Land Information New Zealand and the Crown. New Zealand Post and Crown copyright reserved"; and (e) acknowledge the Licensor on any such product and/or the packaging of any such product, or in connection with any such service, by including the notice contained in section 8(3)(d) of this Schedule and the statement that "The Data is confidential to New Zealand Post Limited and New Zealand Post Limited owns, or has a licence to use, all Intellectual Property rights in the Data incorporated in this product or service".

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