

## **Redbook Terms and Conditions for Sub Licensees**

### **The parties agree to the following Sub-Licence:**

1. *The Sub-Licensee is permitted to use Redbook Information which Automotive Data Services Pty Ltd trading as RedBook ("RedBook") has supplied to Jeal Computer Services Pty Ltd ("Sub-Licensor") for the Permitted Purpose only.*
2. *For the purposes of this Sub-Licence:*
  - a) *"RedBook Information" means: RedBook data and information owned by RedBook.*
  - b) *"Licensed Third Party" means a third party who has a current license to use RedBook Information provided that the person has been approved in writing by RedBook or is listed in Schedule 3 of the license document of RedBook Information from Redbook to the Sub-Licensor.*
  - c) *"Permitted Purpose" means:*
    - *RedBook Standard ID Information may be used by Sub-Licensee on printed statutory forms (Form 4) provided by the Licensor;*
    - *RedBook Base Level Information may be distributed by the Sub-Licensor on behalf the Sub-Licensee to third parties who do not have a license for RedBook Information from RedBook. Dealer data inputted by a dealer including but not limited to dealer comments, vehicle colour and vehicle registration number may be distributed to third parties under this clause.*
    - *RedBook Standard ID Information and the encrypted RedBook Code may be distributed by the Sub-Licensor on behalf of the Sub Licensee to a Licensed Third Party. Dealer data inputted by a dealer including but not limited to dealer comments, vehicle colour and vehicle registration number may be distributed to Licensed Third Parties under this clause.*
3. *The Sub-Licensee is responsible for assessing the accuracy, reliability and completeness of the RedBook Information for the Sub-Licensee's purposes.*
4. *The Sub-Licensee must use its reasonable endeavors to ensure that the RedBook Information is protected at all times from un-authorized access or use by a third party or from physical misuse, damage or destruction by any person.*
5. *The Sub-Licensee must not:*
  - a) *copy or otherwise reproduce the RedBook Information or copy, alter, modify, supplement, transmit, reverse engineer, reverse assemble or decompile the RedBook Information or match or combine the RedBook Information with any other database;*
  - b) *distribute, rent, lease, sell, charge, sub-licence, assign, transfer the RedBook Information or deal in a similar way with the RedBook Information;*
  - c) *use the RedBook Information in connection with the operation of a service bureau or an application service;*
  - d) *match RedBook Information to any database or system that is similar to the Licensor's database including but not limited to those databases or systems operated by Glass's Guide (Glass's Information Services Pty Ltd (ABN 44 004 382 478) or Jato Dynamics Limited (ABN 63-105-044-871) or R. L. Polk Australia Pty Ltd (ABN 46-073-818-587) or Related Bodies Corporate thereof (as defined by the Corporations Act 2001 (Cth));*
  - e) *publish the RedBook Information on a public website other than the nominated websites approved by RedBook;*
  - f) *transmit RedBook Code either from or to the Sub-Licensee's computer systems or databases unless the Red Book Code is encrypted to the standards required by RedBook; and*
  - g) *publish Red Book Code either on a public website or otherwise.*
6. *The Sub-Licensee must take all action required by the Sub-Licensor in relation to the RedBook Information which has been requested by the Sub-Licensor including but not limited to:*
  - a) *adhering to all of the RedBook's standards, as notified to the Sub-Licensee from time to time, regarding presentation of data, including colour schemes and fonts and the display of copyright notices;*
  - b) *displaying any corrections or retractions in relation to the RedBook Information, promptly following written notification from the Sub-Licensor; and*
  - c) *publish the RedBook Information subject to the Red Book Disclaimer and Red Book Attribution Statement (as provided by RedBook to the Sub-Licensor) by clearly displaying with, or linking to, the published RedBook Information the Red Book Disclaimer and Red Book Attribution Statement.*
7. *The Sub-Licensee acknowledges that it has no, and will not assert any, Intellectual Property Rights in the RedBook Information, apart from the rights granted under the Sub-Licence, and that title to the RedBook Information remains vested in RedBook.*
8. *Upon the expiration or termination of this Sub-Licence, the Licensee shall:*
  - a) *deliver up to the Sub-Licensor the RedBook Information (including all copies, authorised or otherwise) whether in their original form or modified; or*
  - b) *if requested by the Sub-Licensor, destroy the same and certify in writing to the Sub-Licensor that they have been destroyed and that the Sub-Licensee no longer has a copy of the RedBook Information and is no longer using the RedBook Information.*
9. *This Sub-Licence will immediately terminate in the event that:*
  - a) *the Sub-Licensee breaches a term of this Sub-Licence; or*
  - b) *the license between RedBook and the Sub-Licensor expires or is terminated.*