



Trade Mark Licence

Background

- A. For the purposes of the Agreement, the Customer may use the Cotality Trade Marks in accordance with the following Trade Mark Licence in addition to terms and conditions of the Customer's Agreement with Cotality.

Operative Provisions

1. Trade Mark Licence

- 1.1 Subject to the terms and conditions of this Licence, Cotality grants to the Customer a royalty free, non-exclusive, non-transferable, revocable, non-sublicensable limited license to use the Cotality Trade Marks solely for the Permitted Purpose in the Territory for the Term of this Licence.

2. Licence Restrictions

- 2.1 The Customer acknowledges and agrees that:

- (a) it shall only use the Cotality Trade Marks for the Permitted Purpose in accordance with this Licence, the Agreement and all Laws;
- (b) Cotality does not grant to the Customer any right to bring or threaten to bring any claims or proceedings in relation to the Cotality Trade Marks, in particular the Customer does not have any of the rights or powers set out in section 26(1) of the *Trade Marks Act 1995* (Cth), or sections 67, 97, 98, 102, 103 and 141 of the New Zealand *Trade Marks Act 2002*, nor any right, title, goodwill or interest in and to the Cotality Trade Marks, except to the extent expressly set out in this Licence;
- (c) the benefit of all existing goodwill in the Cotality Trade Marks enures solely to Cotality;
- (d) any and all goodwill arising out of the Customer's use of the Cotality Trade Marks shall enure solely and exclusively to the benefit of Cotality, and the Customer shall have no rights or claims thereto;
- (e) it must immediately notify Cotality of any infringement or suspected infringement of the Cotality Trade Marks or of any allegation of or action for infringement of a third party's intellectual property arising out of the Customer's use of the Cotality Trade Marks (**Infringement Action**), of which it becomes aware;
- (f) it must, at its own expense, give all assistance reasonably required by Cotality relating to any Infringement Action but must not take any action in respect of any Infringement Action unless requested to do so by Cotality;
- (g) Cotality may modify or replace the Cotality Trade Marks and Brand Guidelines at any time at its sole discretion, and Customer shall on notification of any such modification or replacement update any use of the Cotality Trade Marks so as to reflect those changes as directed by Cotality.

- 2.2 The Customer must not use (or cause or authorise any person to use) the Cotality Trade Marks in any way that:

- (a) infringes Cotality's or any other persons copyright, patent, trade mark, trade secret or other Intellectual Property Rights;
- (b) violates any Law; or
- (c) is defamatory, unlawfully threatening or unlawfully harassing;
- (d) may adversely affect or jeopardise the distinctiveness of the Cotality Trade Marks;
- (e) may adversely affect or jeopardise the goodwill in or value of the Cotality Trade Marks;
- (f) may adversely affect or jeopardise Cotality's rights, title or interest to the Cotality Trade Marks;
- (g) may adversely affect or jeopardise the validity of the registration of the registered Cotality



Trade Marks; or may adversely affect or jeopardise Cotality's right to register any unregistered trade marks, whether or not an application for registration has been made.

2.3 The Customer must not, during the term of the Licence or after the expiry or termination of the Licence (or cause or authorise any person to):

- (a) Use or register or apply to register any business names, company names, domain names, social media handles or trade marks comprising, containing or incorporating the Cotality Trade Marks, or any other similar domain name or trade mark, with any governmental authority or other body, anywhere in the world other than as authorised under this Licence; and
- (b) contest or otherwise challenge in any court of law, federal or state trade mark agency, or in any other manner, ownership of the Cotality Trade Marks, or the validity or enforceability of the Cotality Trade Marks.

2.4 When using the Cotality Trade Marks, the Customer must:

- (a) comply with all Brand Guidelines, reasonable directions, instructions, quality control standards and specifications advised or given by Cotality from time to time regarding the representation of the Cotality Trade Marks and the manner of their use;
- (b) ensure that the Cotality Trade Marks are used exactly in the form as specified within any Brand Guidelines or as otherwise directed to be used by Cotality from time to time; and
- (c) change the manner in which the Cotality Trade Marks are displayed or used on request by Cotality to do so.

3. Termination

3.1 Cotality may terminate or revoke this Licence in whole or in part at any time without cause by notice to the Customer.

3.2 Unless terminated earlier by Cotality the Licence shall terminate or expire with the termination or expiry of the Agreement.

4. Effect of Termination

4.1 On the termination or expiry of this Licence all rights and privileges granted by Cotality to the Customer under this Licence will immediately cease and the Customer will at the Customer's cost:

- (a) cease to use the Cotality Trade Marks;
- (b) promptly return to Cotality or destroy, at Cotality's request, any documents, materials and other items relating to the Cotality Trade Marks in the Customer's possession or under its control at the time of the termination; and
- (c) execute all documents and do all things necessary to give proper effect to the termination of the Licence and confirm compliance with the Customer's obligations in this clause.

4.2 Termination of this Licence will be without prejudice to the rights of either party against the other.

5. Interpretation

5.1 In this Licence, the following capitalised terms have the meaning given below:

Agreement means the contract between the Customer and Cotality which grants the Customer a licence to use the Cotality Trade Marks in accordance with the terms and conditions in this Licence.

Brand Guidelines means the Brand Guidelines set out at <https://www.cotality.com/au/brandguidelines> and any other document or instructions provided by Cotality to the Customer from time to time.

Cotality means, where the Territory for an Agreement is:

- (a) in Australia, RP Data Pty Ltd trading as Cotality, formerly known as RP Data Pty Ltd trading as CoreLogic Asia Pacific;
- (b) in New Zealand, CoreLogic NZ Limited trading as Cotality, formerly known as CoreLogic NZ Limited trading as CoreLogic NZ

Cotality Trade Marks means the registered and unregistered trade marks specified in the Trade Mark Schedule set out at Part A.

Customer means the entity or person that has entered into an Agreement with Cotality.

Law means all applicable common law, principles of equity, legislation, statutes, regulations, constitutional provisions, treaties, decrees, conventions, proclamations, ordinances, by-laws, ministerial



declarations or the like, rules, regulatory principles and requirements, licensing requirements or



conditions (whether statutory or not) or any mandatory codes, practices or industry standards of any industry body, and consolidations, amendments, re-enactments or replacements of any of them) as applicable to the Party required to comply with them.

Licence means this trade mark licence.

Permitted Purpose means the purpose identified in the Agreement between the Cotality and the Customer.

Term means the Term of the Agreement.

Territory means:

- (a) Australia, where the Agreement is between the Customer and RP Data Pty Ltd trading as Cotality, formerly known as RP Data Pty Ltd trading as CoreLogic Asia Pacific;
- (b) New Zealand, where the Agreement is between the Customer and CoreLogic NZ Limited trading as Cotality, formerly known as CoreLogic NZ Limited.

Part A

Trade Mark Schedule

Country	CoreLogic Trade Marks	Trade Mark Owner	Trade Mark Number	Registered Classes
Australia	1. CoreLogic (Word)	CoreLogic Solutions, LLC	1336393	9, 35, 36, 41, 42, 45
	2. CORELOGIC (Fancy) CoreLogic	RP Data Pty Ltd	2411969	9, 35, 36, 38, 42
New Zealand	3. CoreLogic (Word)	CoreLogic Solutions, LLC	817246	9, 35, 36, 39, 41, 42, 44, 45
	4. CORELOGIC (Combined) CoreLogic	CoreLogic NZ Limited	1263144	9, 35, 36, 38, 42