

## SCHEDULE

- A. User: Your Name/Company
- B. Purpose: The Material supplied will be used for commercial purposes, subject to clause 4 of the Express Licence Agreement where Material may only be provided by the User to third parties as part of a User product.
- C. Additional Conditions: None.
- D. Required Acknowledgement: This Material is sourced from the Bureau of Meteorology.
- E. Fees: \$XX.00 (including GST if applicable).

## EXPRESS LICENCE AGREEMENT

between the 'User'

and the Commonwealth of Australia as represented by the Bureau of Meteorology 'Bureau'

1. Under this Agreement (including the above Schedule) the Bureau makes **Material** (which may include data, information, images, recordings, text, graphs and other material) available to the User.
2. The Bureau grants the User a non-transferable, non-exclusive worldwide licence to use, copy, modify (subject to clause 3) and supply (subject to clause 4) the Material for the Purpose set out in the Schedule only. This licence continues indefinitely unless terminated under clause 9.
3. If the Material includes any warnings, watches, advices, advisories, alerts, and notifications relating to hazards or hazardous weather and climate conditions (collectively, **Bureau Warnings**), the User must not modify the Bureau Warnings, must reproduce them in the precise terms used by the Bureau and, if supplied to a third party, as prominently as the original Bureau Warning.
4. If not excluded in the Schedule, the User may supply Material to third parties. Any supply may only be as part of a User product. The User must acknowledge the Bureau prominently in that product in accordance with the Required Acknowledgement set out in the Schedule.
5. The User must not:
  - a. represent or imply that the Bureau or the Commonwealth of Australia supports, endorses, or is connected with the User, the User's products or services, or the User's use of the Material;
  - b. use any Bureau or Commonwealth logos, trade marks, acronyms or designs in connection with the User's use of the Material;
  - c. do anything with the Material that could endanger life or property, is likely to mislead or deceive or breaches this Agreement or the law;
  - d. use the Material in a manner that may denigrate the Bureau's brand or adversely affect the national meteorological service of another country;
  - e. act contrary to the Additional Conditions (if any) in the Schedule.
6. The User must immediately notify the Bureau in writing of any unauthorised use of the Material.
7. The Bureau provides the Material 'as is' and the User assumes the risk of interpreting, applying and relying upon the Material. To the maximum extent permitted by law:
  - a. the Bureau does not give any representation or warranty of any kind in respect of the availability, accuracy, currency, completeness, quality or reliability of the Material, that the Material will be fit for any purpose or will not infringe third party intellectual property rights;
  - b. the Bureau is not in any way liable to the User for any liability, loss, cost, damage or expense suffered by the User, or any other person, due to the use or possession of the Material, or the exercise of any rights under this Agreement;
  - c. the Bureau's liability to the User for a breach of any statutory condition or warranty that cannot be excluded is limited to, at the Bureau's discretion and where permitted by law, the replacement of the Material or the payment of the cost of replacing the Material.
8. The User indemnifies and agrees to keep indemnified the Bureau against all liability, loss, cost, damage or expense (including indirect and consequential loss and damage and any legal costs on a solicitor/own client basis) suffered by any person in connection with this Agreement or the use of, or reliance on, the Material, to

the extent that the User caused or contributed to such liability, loss, damage, cost or expense.

9. Either party may terminate this Agreement at any time by providing 2 months' written notice to the other party. If the User commits a breach of a Material Term of this Agreement, it terminates automatically without notice. For the purposes of this clause 9, a 'Material Term' will include, but will not be limited to, clauses 3, 4, 5(a), (b), (c), (d), 6 and 10 or any Additional Condition in the Schedule which is expressed to be a Material Term.
10. The User must pay the Fees (if any) set out in the Schedule, and any taxes or charges imposed in connection with this Agreement.
11. The Bureau's rights under this Agreement cannot be waived except in writing, are cumulative and are not exclusive of any rights or remedies provided by law. Any provision that is invalid or unenforceable is severable from, and does not affect, the remaining provisions of the Agreement.
12. This Agreement is governed by the laws of the State of Victoria and records the entire agreement between the parties in relation to its subject matter. It can only be varied by written agreement.
13. Clauses 3, 4, 5, 6, 7, 8, 12 and 13, and items B, C and D of the Schedule survive this Agreement.