

Data Licence Deed Poll

The Head Licensor IP as defined below has been obtained from Arbor Carbon Pty Ltd (hereinafter called “**Head Licensor**”) under a head agreement (“**Head Agreement**”) between the Crown in right of the State of New South Wales acting through the Department of Planning, Housing and Infrastructure (“**Head Licensee**”) and the Head Licensor.

The Head Licensor IP is made available to (hereinafter called “**Licensee**”) for the purposes of the Designated Project only on the terms set out in this Data Licence Deed Poll.

Under the Head Agreement, the Head Licensor has approved the Head Licensee to grant the Licensee a perpetual, royalty-free, non-exclusive licence to Use of the Head Licensor IP, on the terms of this Data Licence Deed Poll.

The Licensee hereby agrees the following:

1. Definitions

In this Data Licence Deed Poll words defined have the following meanings:

- a. **Completion Date** means the date the Designated Project is to be completed, namely,
- b. **Designated Project** means
- c. **Head Licensor IP** means the Intellectual Property Rights in high resolution RGB, false colour composite, Vegetation condition index orthomosaic, thermal orthomosaic, tree point and height stratified vegetation cover datasets over the Greater Sydney Region in GeoTIFF format acquired from fixed wing aircraft from 03 October 2022 to 20 February 2023 to the extent it is owned by or licensed to the Head Licensor;
- d. **Outputs** means statistics, static and interactive maps and graphs;
- e. **Publish** means to make the Outputs available;
- f. **Unauthorised Use** means to use the Head Licensor IP, or any datasets derived from the Head Licensor IP:
 - i. for training and/or inference in machine learning and/or deep learning models; and/or
 - ii. producing geospatial outputs at the individual tree level, including delineating individual tree crowns, classifying the genus and/or species of individual trees, or attaching vegetation condition index values or surface temperatures to individual trees.
- g. **Use** means to load, run, execute, display, perform or access the Head Licensor IP to generate Outputs and if applicable, Publish Outputs.

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2. The Licensee provides this Deed Poll in favour of the Head Licensor and Head Licensee.

3. The Head Licensor IP is supplied to the Licensee for its Use and to Publish Outputs for the purposes of the Designated Project only, in accordance with this Data Licence Deed Poll solely for the following purposes:

- a. where the Licensee is a council within the meaning of the *Local Government Act 1993* – the purpose of exercising the Licensee’s functions under the *Local Government Act 1993* and the *Environmental Planning and Assessment Act 1979*; or
- b. where the Licensee is a statutory corporation or other public authority – the purposes of exercising statutory functions or enabling a Minister of the Crown to fulfil portfolio responsibilities or exercise statutory functions; or
- c. where the Licensee is a contractor to a council or statutory corporation or other public authority referred to in paragraphs a) or b) – the sole purpose of performing the contract with
to deliver the objectives of
with respect to the Designated Project.

4. The Licensee must:

- a. use all reasonable endeavours to ensure that the Head Licensor IP:
 - I. will not be copied, lent, resold, altered, decompiled, disassembled or otherwise disposed; and
 - II. is protected from Unauthorised Use, reproduction, distribution or publication; and
 - III. where the Licensee is a contractor to a council, statutory corporation or other public authority, is deleted or destroyed on or before the Completion Date; and
- b. not Publish the Head Licensor IP or any Outputs for commercial purposes whether or not the proposed publication is for financial gain or otherwise;

(together the “**Protection Principles**”).

5. The Licensee’s personnel, legal and professional advisors and related bodies corporate (as defined under the *Corporations Act 2000* (Cth)) (“**Permitted Users**”) are permitted to Use the Head Licensor IP subject to compliance with the Protection Principles and all directions of the Head Licensee (in the time specified by the Head Licensee).

6. The Licensee indemnifies and keeps indemnified the Head Licensor and Head Licensee against all claims, loss, damage, cost, expense or liability arising out of or as a consequence of:

- a. breach of this Data Licence Deed Poll by the Licensee or its Permitted Users; and
- b. any negligent, unlawful act or omission by the Licensee or its Permitted Users.

7. The Licensee may, after notifying the Head Licensor and Head Licensee, disclose the Head Licensor IP:

- a. if required under the *Government Information (Public Access) Act 2009* (NSW) or under a similar act or legislation of another Australian jurisdiction; and
- b. to comply with any law or the rules of any recognised stock or securities exchange.

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EXECUTED as a deed poll by

Signed, sealed and delivered by

by its authorised officer in the presence of:

To insert a signature – click the arrow (top left) in the signature box. This form must be saved each time a digital signature is added.

Signature of Witness	Signature of Authorised Officer
Name of Witness	Name of Authorised Officer

Council Execution (ignore if not applicable)

EXECUTED as a deed poll for and on behalf of

by its authorised delegate in accordance with section 377 and/or 378 of the *Local Government Act 1993* (NSW).

Signature of Authorised Delegate	Signature of Witness
Name of Authorised Delegate	Name of witness