

## Ozius Biome® Open Data Initiative

### End User License Agreement

The Ozius Biome ® open data licence agreement (Biome Open Data EULA) is intended to support the advancement of research and reporting of new knowledge relating to our natural assets.

#### Education, Research, NGO, Charity and Government Users

We hope this data can contribute to your needs in some way. We've kept the license as simple as we can, but if it doesn't meet your needs, please don't hesitate to contact us. We want you to use it and add value to it.

#### Private Sector, Commercial Users

While Biome's open data products are intended for non-commercial uses, we encourage private sector and commercial entities to access and utilise the data for internal business purposes, such as internal reporting to your board or stakeholders. We are also happy to answer any questions you might have about the data. If the data meets your needs and you'd like to use it for any commercial purpose, please call us and we can work with you to find a license that fits your needs.

#### Everyone Else

If you feel like you don't fit into either of these aforementioned categories and would like to utilise any of the Biome open data products, please email us [info@ozius.com.au](mailto:info@ozius.com.au), we would be happy to provide guidance or help you find the right data products and solutions to meet your needs.

### 1. Who is this agreement between?

- (a) This is an agreement between **Ozius Pty Ltd ACN 131 665 293 (Us/we/Ozius)** and you (the person accessing the Product, as defined below). By accessing the Product, you are bound by this agreement. If you do not wish to be bound by this agreement, please do not use the Product.
- (b) If you:
  - (i) access the Product on behalf of an organisation, that organisation is deemed to be bound by this agreement; or
  - (ii) provide a **Derived Product** (see definition below in clause 5 ) to anyone else, the licence terms (and or any other contractual arrangements entered into with a third party) relating to a Derived Product must comply with the conditions described in clause 8, including but not limited to any recipient of a Derived Product to include a citation to the Derived Product which *acknowledges Ozius' ownership of the Product and the Data.*

### 2. What Product(s) does this agreement cover?

- (a) This agreement is for our Ozius Biome Open Data Products available to view and acquire via the Open Data store in the Ozius Biome® online platform or directly from

Ozius Pty Ltd. At the time of preparing this agreement, the specific data sets available under this Open Data End User License Agreement are:

- (i) *Ozius Biome* *FAO Forest 2020 Baseline product* - data product will have two (2) classes: Forest / Not Forest;
- (b) The Product(s) contains an enormous amount of data. For the purpose of this agreement, 'Data' means any piece of information contained in the data sets above, no matter what form it takes.

### 3. How long does this agreement last?

This agreement will apply to your access and use of the Product and Data at all times. We may restrict or end your access and use rights to the Product or any Data if you do not do what you are required to do under this agreement.

### 4. Do I have to pay anything?

No. We are making the Product free to access and use, subject to the terms of this licence.

### 5. What can I do with the Product?

You can:

- (a) access the Product by following the links on our website;
- (b) **subject to** the restrictions described in clauses 6 and 8 below, copy, edit or adapt the Data, as well as integrate the Data into other data or programs; and
- (c) use Data to create something else (a **Derived Product**), but only if you follow the conditions in clause 8 below.

*Explanatory Note: An example of a derived product may include things such as a report, document, spreadsheet, picture, or other spatial data set you create that incorporates the Data.*

### 6. What can't I do?

You must not:

- (a) pass any Data on (or otherwise make any Data available) to a third party in its 'raw' form (that is, the form we provide it to you), whether for a fee or otherwise;

*Explanatory Note: We understand that you (or your organisation) may employ the services of contractors or consultants to carry out work on your behalf. If you need to utilise the services of a third party to create your derived product, we simply ask that you seek permission from Ozius Pty Ltd first. We will expect said third parties to agree to be bound by the terms of this license.*

- (b) use the Data, or do anything with or in relation to the Data, for the purpose of obtaining financial gain, or that may result in you directly or indirectly obtaining financial gain;

- (c) use the Product or any Data for machine learning or bench testing/marketing against other products;
- (d) reverse compile, reverse engineer, de-aggregate, decompile or disassemble the Product or Data other than as permitted by applicable law and then only to the extent that we are not permitted by that applicable law to limit or exclude the right of you to do so;
- (e) alter, change, remove, obscure or add to any notices as to the ownership;
- (f) frame, deep link or establish unauthorised links to any part of the Product; or
- (g) do anything in relation to the Data or the Product unless it is expressly allowed by this agreement.

## 7. Do I get any IP rights in the Product or the Data?

No. There may be some Data in the Products which we do not own (which we licence ourselves). Apart from that, we retain ownership of all the intellectual property rights in the Product and the Data.

## 8. Can I use the Data to create something else?

Yes. You can create a **Derived Product** from any part of the Data and provide that Derived Product to another person, but only if:

- (a) you do not use the Derived Product for the purpose of obtaining financial gain, or allow anyone else to do the same;
- (b) you do not use the Derived Product, or allow anyone else to use a Derived Product, for any activity that may result in you or any other person obtaining financial gain;
- (c) the Derived Product is substantially more than any Data you have used from the Product. In other words, you need to add something significant to the Data before it is considered as a Derived Product;

*Explanatory Note: As per clause 1 (b) (ii), we simply ask that if you intend to distribute the derived product you provide the appropriate citation as listed in this agreement and include a clause in any licence that accompanies your derived product that discourages your derived product from being used for financial gain.*

- (d) any person you provide the Derived Product to agrees to be bound by this agreement;
- (e) you do not receive a fee from any person in connection with the creation or delivery of a Derived Product;
- (f) you do not make a Derived Product available as part of a paid platform, service or subscription (whether or not any other content is made available with the Derived Product); and

- (g) you add a citation to the Derived Product which *acknowledges our ownership of the Product and the Data, as follows:*

*All copyright in Ozius Pty Ltd materials and the Products, trademarks, [Insert Product Name i.e. Ozius Biome® FAO Forest 2020 Baseline Product]; includes modified data from NASA GEDI, TERN Australia, and ESA's Copernicus Program Sentinel 1 and 2.*

#### **9. What promises does Ozius make about the Program and the Data?**

- (a) We do not offer any representation warranty, condition or other term of any kind, whether express or implied (either or by custom, course of dealing or by operation of law) with respect to the Product or the Data, and all such additional warranties, conditions or other terms are excluded to the extent permitted by law. Without limiting the generality of this clause, we do not warrant that the Product will be error free, free from viruses or bugs or other technical defects.
- (b) We are not responsible for any loss or damage you may suffer (including the corruption and/or loss of data) as a result of any matter over which we have no direct control, including but not limited to issues with your internet connection (however caused), network errors, incompatible hardware or software, your misuse of the Program or Data, you not acting in accordance with instructions or directions provided by us (or on our behalf) to you, limits on available bandwidth, infrastructure issues, viruses, ransomware, bugs or other technical issues.
- (c) We will have no liability or responsibility to you for any loss, damage or injury whether arising in contract, tort, equity or otherwise which does not flow directly from a breach of this Agreement including but not limited to loss of opportunity, loss of data, loss of time or any indirect or consequential loss.

#### **10. What am I responsible for?**

- (a) You agree to indemnify and hold us harmless against any and all costs, losses, claims, damages and liabilities whatsoever resulting directly or indirectly from:
- (i) any breach of this agreement by you; and
  - (ii) any act, matter or thing done by you unless specifically authorised by us; and
  - (iii) any use or misuse of the Product or Data by any person to whom you provide Data or a Derived Product (whether or not permitted by us).
- (b) The indemnity under this clause is a continuing, irrevocable and unconditional indemnity and includes payment of all legal fees and other costs we incur.

#### **11. Can this agreement change?**

- (a) Yes. From time to time we may update the terms on which we allow people access to the Product. We will notify you if that happens and the updated terms will apply to your use of the Product and after that notification.

- (b) We are open to hearing from you if you think any part of this agreement should not apply to your use of the Data, or if you would like to obtain our approval to do something with the Data that this licence does not allow. If that's the case, please get in touch with us and we can discuss:

Ben Starkey

Ozius Pty Ltd

Email: [info@ozius.com.au](mailto:info@ozius.com.au)

Subject matter: Enquiries-Biome Open Data Products

## 12. What else do I need to know?

- (a) You must comply with all laws in relation to your use of the Product and Data;
- (b) the laws of Queensland, Australia apply to this agreement and any dispute that arises under it;
- (c) explanatory notes are provided for guidance and interpretation purposes, are subject to change and do not form part of this agreement.
- (d) unless we ask you to enter into another agreement (for example, to access the Ozius Biome platform or obtain access to any other products), this agreement is the entire agreement between us with respect to the Product and Data;
- (e) if any provision of this agreement is determined to be invalid, such invalidity will not affect the validity of the remainder;
- (f) the Product may contain technological protection measures and other features which are designed to track the number of deployed copies and use of the Product and Data. By accessing the Program you consent to us doing this and you must not hinder the operation of those measures; and
- (g) we will not be liable for any delay or failure to perform our obligations if such failure or delay is due to any unforeseen circumstance or a circumstance beyond our reasonable control.
- (h) We may contact you from time to time for feedback on the performance of the Product(s) and your use of the Product(s). This is to ensure we continue to provide the best possible service and outcomes to you and the community of Ozius Biome® Open Data users.

[current – [20.12.23]