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GEODATA
GLOBAL DATA SOURCES

BASIC LICENSE AGREEMENT

GEODATA LTD IS WILLING TO LICENSE THE MATERIALS TO YOU UPON ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THE MATERIALS WILL NOT BE MADE AVAILABLE FOR DOWNLOAD UNTIL YOU HAVE MANIFESTED YOUR ASSENT TO THESE TERMS AND CONDITIONS OF THE LICENSE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE MATERIALS IN ANY MANNER.

By clicking on the "I agree" (or similar button) that is presented to you at the time of your Order, or by using or accessing GeoData Ltd products, you indicate your assent to be bound by this Agreement.

This Enterprise License Agreement and any exhibit thereto (this "**Agreement**") is made and entered into effect at the date of payment (the "**Effective Date**") by and between:

1. GEODATA LTD, a U.A.E. Limited Liability Company whose principal place of business is located at RAKIA Amenity Center Tower 1, POB 31291, Ras Al Khaimah, Dubai, United Arab Emirates (the "**Licensor**") and;
2. You (the "**Licensee**"). If you are agreeing to this Agreement not as an individual but on behalf of your company, then "**Licensee**" means your company, and you are binding your company to this Agreement.

WHEREAS, Licensor has developed certain data and related documentation, defined as the Materials below.

WHEREAS, Licensor is willing to license the Materials to Licensee for its use and distribution subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, shall have the meanings set forth in this section 1 (Definitions). These terms shall apply both to their singular or plural forms, as the context may require. As used herein, "hereunder," "herein" and similar expressions refer to this Agreement, and "including" means "including without limitation."

- a) **"Materials"** shall mean all or any portion of GeoData Ltd's proprietary data, scripts, software, documentation, or related materials supplied by GeoData Ltd, regardless of the format or content, as any and all of which are made generally available by GeoData Ltd in the marketplace, and licensed by Licensor to Licensee under this Agreement.
- b) **"Derivative Works"** shall mean any products, software, services, web applications or methods created using, incorporating or derived from the Materials or from other Derivative Works incorporating the Materials.
- c) **"Affiliate"** means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Licensee, where "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.
- d) **"Customer"** shall mean any customer of Licensee or its Affiliates.
- e) **"Confidential Information"** shall mean any trade secret, know-how, method, application, documentation, schematic, procedure, contract, price list, pricing information, knowledge, non-public data, process, marketing, financial information whether in oral, written, graphic or electronic form, whether either conspicuously marked "confidential", or is known or reasonably should have been known by the party in possession to be confidential.

2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Materials supplied under this Agreement are licensed and not sold. Licensor solely owns all Materials, which are protected by applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Nothing in this Agreement shall abridge Licensor's rights in the Materials. Any rights not expressly granted herein are reserved exclusively by Licensor.

3. GRANT OF LICENSE

3.1 Permitted uses

Subject to the terms and conditions in this Agreement, and in consideration of license fees paid by Licensee, Licensors grants Licensee a limited, non-exclusive and non-transferable right to use, copy, embed, integrate, link, modify, maintain the Materials for Licensee's internal use.

Licensors reserves the right to improve and/or make changes in its offerings of the Materials and its associated software, datasets, or information at any time.

3.2 Restricted Uses

Licensee may not:

- a) reproduce and distribute the Materials to Affiliates
- b) distribute or resell the Materials to Customers or any third-party
- c) produce Derivative Works of the Materials
- d) sublicense the Materials to Affiliates, Customers or any other entities or individuals
- e) to incorporate the Materials on a single or on multiple websites
- f) use the Materials for products, applications or websites whose main purpose would be the use of the Materials or might present a conflict of interests with Licensors activities or its websites
- g) remove or alter any copyright notices, proprietary information notices or restricted rights notices contained in the Materials.

4. SUPPORT AND MAINTENANCE

In consideration of the licensee fees paid by Licensee, Licensors will provide Licensee with the following support and maintenance services free of charge during sixty (60) days following the date of payment:

- a) Email support: Licensors will attempt to respond, during normal business hours, to technical questions that Licensee email within a reasonable period of time
- b) Technical issues: Licensors will attempt to correct issues identified in the Materials within a reasonable period of time

Licensee shall not be entitled to any update to the Materials.

5. PAYMENT AND DELIVERY

5.1 License fees

In consideration of the license granted hereunder, Licensee shall pay to Licensor a one-time license fee of as provided on the invoice. The license fees are payable in full in advance.

The fee specifically excludes any amount for taxes or duties. If any duty, sales, use, excise, or other tax, penalties or interest, except for taxes based upon Licensor's net income, is, or should ultimately be, assessed against or is required to be collected by Licensor or by any relevant taxing authority in connection with their performance required hereunder, Licensee agrees to pay an amount equal to any and all such charges, except where Licensee is exempt by law and Licensee provides a bonafide exemption certificate to Licensor.

5.2 No Refunds

The fees paid by the Licensee to the Licensor are non-refundable.

5.3 Payment

All payments shall be made in U.S. dollars via wire/electronic transfer of immediately available funds to an account designated by the Licensor.

5.4 Account Registration

Licensee may need to register for an account in order to place orders or access or receive the Materials. Any registration information that Licensee provides to Licensor must be accurate, current and complete. Licensee must also update information so that Licensor may send notices, statements and other information to Licensee by email or through your account. Licensee is responsible for all actions taken through its accounts.

5.5 Delivery

Materials will be delivered in electronic format through Licensee's account upon payment receipt by the Licensor. The Licensee will have thirty (30) days to download the Materials from the Licensee's account. After this period, the link to download the Materials will be removed.

6. DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Disclaimer of Warranties

Licensor disclaims all warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Materials are provided "AS IS" and Licensee assumes all risks of use.

6.2 Indemnification

Licensor agrees to defend, indemnify and hold Licensee harmless, and at Licensor's option, settle any action or proceeding specifically based upon a third party's claim of patent, copyright or trademark infringement asserted against Licensee by such third party, provided (i) the Materials are used as provided by Licensor, (ii) Licensor is given prompt, written notice of any such claim, (iii) Licensor is given the right to control and direct the investigation, defense and settlement of each such claim, and (iv) Licensee reasonably cooperates with Licensor in connection with the foregoing.

Should the Materials, become, or in Licensor's opinion are likely to become, the subject of a claim of infringement, Licensee shall permit Licensor, at Licensor's option and expense, either (i) to procure for the Licensee the right to continue using the Materials, (ii) to replace or modify the same so that they become non-infringing, or (iii) to grant the Licensee a refund of the unused portion of the license fees received by Licensor from Licensee.

6.3 Limitation of Liability

6.3.1 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER THE LICENSOR NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

6.3.2 LIABILITY CAP. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LICENSOR'S AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS OF FEES ACTUALLY PAID BY THE LICENSEE TO THE LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE ACCRUAL OF THE CLAIM GIVING RISE TO SUCH LIABILITY AND IN RESPECT OF THIS AGREEMENT.

7. CONFIDENTIALITY

7.1 Non-disclosure

Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use commercially reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

7.2 Exceptions

Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement; or (vii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7.3 Return of Confidential Information

Upon the other party's request following expiration or termination of this Agreement, each party shall return all Confidential Information received from the other party.

7.4 Remedies

The parties each acknowledge that any breach of the restrictions contained in this section is a breach of this Agreement which may cause irreparable harm to the non-breaching party. Any such breach shall entitle the non-breaching party to injunctive relief in addition to all other legal and equitable remedies.

8. DISPUTE RESOLUTION AND GOVERNING LAW

8.1. Dispute Resolution; Arbitration

In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, the parties shall seek to mutually appoint an arbitrator to treat any unresolved controversy or claim arising out of or relating to this Agreement. Arbitration will take place in a city mutually agreed between the parties. If the parties are unable to agree to one city, then the arbitration shall proceed in Brussels (Belgium). Except as provided in this Agreement, all parties must commence and pursue arbitration to resolve disputes before commencing legal action. Except as provided in this Agreement, if either party commences action in any court prior to an arbitrator's final decision on the controversy or claim, then the party so commencing the action will be responsible for all expenses incurred by the parties in the arbitration and the court proceedings, whether or not they are the prevailing party. All negotiations and arbitration proceedings pursuant to this Section 8.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

8.2. Governing Law; Jurisdiction

This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed exclusively in accordance with England and Wales law. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 8.1 (Dispute Resolution; Arbitration) shall be adjudicated only by a court of competent jurisdiction in England and Wales, United Kingdom, and thus the Parties consent to the exclusive jurisdiction and venue in a court of competent jurisdiction in England and Wales, United Kingdom.

9. GENERAL PROVISIONS

9.1 Severability

The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.2 Successor and Assigns

The Licensee shall not assign or transfer its rights or delegate its obligations under this Agreement without the Licensor's prior written consent. Any attempt to do so without prior written consent shall be void.

9.3 Equitable Relief

The Licensee agrees that a breach of this Agreement may cause irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, the Licensor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

9.4 Survival and Severance.

Sections 3.1, 9.5 and this section 9.4 shall continue in full force and effect following the termination or expiration of this Agreement for any reason. If any provision of this Agreement or any part thereof is determined to void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not be affected.

9.5 Entire Agreement

This Agreement, including its Exhibits, constitutes the sole and entire agreement of the parties as to the Materials provided hereunder. Additional or different terms included with an order or other document shall not be binding upon Licensor. The terms and conditions of this Agreement may not be modified or amended except in writing which states that it is such a modification or amendment, and is signed by an authorized representative of each Party hereto. This Agreement shall have no effect on interpretation, application, or the rights and obligations associated with any other agreements between the Licensee and the Licensor, whether agreed to before or after the date of this Agreement.

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