

Licensee may Transfer the Data to Business Associates without the prior written consent of Data Owner, provided that said Business Associates agree to maintain the confidentiality and secrecy of the Data as specified herein and otherwise abide by the terms of this Agreement.

F. Purchasers

Licensee may Transfer the Data to Purchasers in Third Party Acquisitions (but not to Purchasers in Third Party Partial Asset Acquisitions) consummated at any time after the date first referenced above, without the prior written consent of Data Owner, provided that said Purchasers agree to maintain the confidentiality and secrecy of the Data as specified herein and otherwise abide by the terms of this Agreement.

G. Governmental Requests

If Licensee or any person to whom Licensee has made the Data available under the terms of this Agreement shall be required to make the same available by law, order, decree, regulation or rule (including without limitation, those of any regulatory agency, securities commission or stock exchange) or if any third person seeks to legally compel the same to be made available by interrogatories, document requests, subpoena or otherwise, Licensee shall provide Data Owner prompt written notice so Data Owner may: (i) seek a protective order or other remedy (including participation in any proceeding), (ii) waive compliance with this Agreement, and/or (iii) take any other action Data Owner deems necessary or appropriate. Licensee and any other person subject to the terms of this Agreement shall furnish only such Data as is legally required and will use all reasonable efforts to obtain confidential treatment therefor.

VI. OBLIGATIONS/REPRESENTATIONS OF DATA OWNER

- A. Licensee acknowledges that it is accepting the Data "As Is", "Where Is". Data Owner makes no representation or warranty, express or implied, of any kind or description in respect thereto and such Data is delivered hereunder with the explicit understanding and agreement that any action Licensee may take based on the Data received shall be at its own risk and responsibility and Licensee shall have no claim against Data Owner as a consequence thereof.
- B. Data Owner makes no guarantee that licenses or concessions for areas covered by the Data will be granted to Licensee or other