

V. RIGHTS OF LICENSEE

Data Owner hereby grants to Licensee the non-exclusive right to use the Data and Licensee shall not use, Disclose, Transfer or otherwise dispose of the Data, except as specifically provided in this Agreement.

A. Affiliates

1. Licensee may Disclose or Transfer the Data to any Affiliate with no license fee payable to Data Owner, provided however, that in the event any third party shall acquire a fifty percent (50%) or greater interest in the Affiliate, such shall be deemed to be a Third Party Acquisition, and all provisions herein governing Third Party Acquisitions shall apply.
2. Licensee shall be responsible to Data Owner for any Disclosure or Transfer of Data made by an Affiliate (or former Affiliate under Article V(A)(1) above) which is not in compliance with the terms of this Agreement.

B. Consultants

1. Licensee may make available, but may not Transfer, the Data to a Consultant, provided that the Consultant shall agree, in writing, that:
  - a. The interpretation of the Data performed by the Consultant shall be for the sole benefit and ownership of Licensee.
  - b. The Consultant shall maintain the confidentiality and secrecy of the Data and not disclose the Data to any third party.
  - c. The Consultant shall not retain any copies of the Data and, upon completion of the Interpretation, shall return all copies of the Data and any Interpretation thereof to Licensee.
  - d. Licensee shall be responsible to Data Owner for any Disclosure or Transfer of Data made by a Consultant which is not in compliance with the terms of this Agreement.