## **RESTRICTED END USER LICENSE AGREEMENT**

If a Data Product is subject to the '**Restricted EULA**', the following terms apply between the Buyer and the Vendor.

### **A. LICENSE**

Subject to the terms of this Restricted EULA, the Vendor grants to the Buyer a limited, non-exclusive, revocable, non-transferable, worldwide, license to:

* access, store, view and manipulate the Data Product, create derived data and combine or mix the Data Product with any other data; and
* distribute the Data Product internally and use the Data Product for internal purposes.

### **B. OBLIGATIONS OF BOTH PARTIES**

Each party represents, undertakes and warrants to the other party that:

* it has all requisite right, power and authority to enter into this Restricted EULA, perform its obligations and grant the rights it grants hereunder; and
* it is not listed on (and is not located in any country that is listed on) any prohibited, sanctioned, embargoed or restricted list published by the US Government, the United Nations or the Council of the European Union.

### **C. OBLIGATIONS OF BUYER**

The Buyer represents, undertakes and warrants to the Vendor that:

* it will not use the Data Product in any way that would breach any applicable laws and regulations;
* it will only use the Data Product for its internal business use;
* it will not resell or distribute the Data Product in any format;
* it will keep the Data Product in such a way that access to the Data Product is controlled and it will not be disclosed or used for any other purpose except for its internal business purposes; and
* it will notify the Licensor immediately of any actual or potential unauthorized use or misappropriation of the Data Product.

### **D. OBLIGATION OF VENDOR**

The Vendor represents, undertakes and warrants to the Buyer that:

* it is the true owner of the Data Product or is properly authorized to license the Data Product and is able to grant a license in the Data Product in accordance with the terms of this Restricted EULA;
* its listing is accurate, current and complete and is not misleading or otherwise deceptive and complies with all applicable Laws;
* its Data Product complies with the description given to it;
* it has obtained all necessary approvals and licenses and meets all qualifications or requirements necessary under all applicable Laws to license the Data Product(s), including consumer protection requirements, data protection and privacy law requirements, confidentiality law requirements and intellectual property law requirements.

### **E. DISCLAIMER BY VENDOR**

Except as set out in this Restricted EULA, the Buyer acknowledges that the Vendor makes no representations or warranties in respect of the Data Product. The Vendor provides the Data Product on an 'as is' basis and expressly disclaims any warranties, express or implied, as to merchantability and fitness for a particular purpose. The Vendor does not warrant that the Data Product will be uninterrupted, error-free, accurate, reliable or correct. The Buyer acknowledges that reliance upon the Data Product is at the Buyer's risk.

### **F. INTELLECTUAL PROPERTY**

Except as set out in this Restricted EULA, no ownership or intellectual property rights to and in the Data Product transfer under this Restricted EULA. The Buyer will not commit any act that would impair proprietary and intellectual property rights in the Data Product.

### **G. ENTIRE AGREEMENT AND SEVERANCE**

This Restricted EULA represents the entire agreement between the parties with respect to the Data Product and the related subject matter and supersedes and extinguishes all previous or contemporaneous oral or written agreements. Neither party relies on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Restricted EULA. If any provision of this Restricted EULA is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions in this Restricted EULA.

### **H. GOVERNING LAW AND JURISDICTION**

The laws of Belize govern this Standard EULA, without giving effect to any principles of conflicts of laws. Any claim or dispute relating in any way in relation to this Standard EULA will exclusively be referred to and finally resolved by arbitration in Belize.