

Limited Distribution Data License Agreement v1.0

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Limited Distribution Data License Agreement (“Agreement”). To the extent this Agreement may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions along with the terms and conditions required to access the oneTRANSPORT Platform, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from the Licensed Material and in which the Licensed Material is substantially altered, arranged, transformed, or otherwise modified in a manner and which would require permission under the Copyright and Similar Rights held by the Licensor for the use of same. To be clear, Adapted Material must be a derivative work of the Licensed Material, but shall not be the same or substantially similar material as Licensed Material.
- b. **Adapter’s License** means the licence You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Agreement.
- c. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Agreement, the rights specified in Section 2.b.1-2.b.2 are not Copyright and Similar Rights.
- d. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- e. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Agreement.
- f. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Agreement, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to licence.
- g. **Licensor** means the individual(s) or entity(ies) granting rights under this Agreement.
- h. **Share** means to store, combine, convey, or provide material, whether internally, to customers, or to the public, by any means or process that requires permission under the Licensed Rights, such as production or reproduction, display, or distribution, or to access the Licensed Material for such purposes.
- i. **You** means the natural person(s) *and*, if applicable, legal entity(ies) that is (or are) exercising the Licensed Rights under this Agreement, including any such legal entities’ employees, directors, officers, agents, and any other persons employed or engaged by said legal entity, whether with Your permission or not. **Your** has a corresponding meaning.

Section 2 – Scope.

a. **Limited license.**

1. Subject to the terms and conditions of this Agreement, which are subject to change, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable licence to exercise the Licensed Rights in (i) the Licensed Material, for internal non-commercial research, testing, evaluation, and development purposes, (ii) the Licensed Material, to use, alter, arrange, transform, or otherwise modify the Licensed Material to develop or derive Adapted Material, and (iii) the Adapted Material, for commercial purposes to exploit and Share Adapted Material.
2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use of the Licensed Material, this Agreement does not apply and You do not need to comply with its terms and conditions of Your use.
3. Term. The term of this Agreement is specified in Section 4.a.
4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. For purposes of this Agreement, simply making modifications authorized by this Section 2.a.4 never produces Adapted Material.
5. No endorsement. Nothing in this Agreement constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor.

b. **Other rights not licensed.**

1. Moral rights, such as the right of integrity, are not licensed under this Agreement, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this Agreement.

c. **License Restrictions.**

In addition to any other restrictions provided in this Agreement, You agree to comply with, and acknowledge your understanding of, the following:

1. You shall have no right to use the Licensed Material for commercial purposes or to exploit the Licensed Material.
2. You shall not, under any circumstances, Share the Licensed Material.
3. You shall not sell, assign, distribute, loan or otherwise encumber or transfer the Licensed Material, in whole or in part, to any third party.
4. You shall make no use of the Licensed Material that could subject the Licensed Material to the requirements of any licensing or intellectual property requirements or obligations.

d. **Ownership.**

1. The Licensed Material is licensed, not sold or assigned, to You and can be used only in accordance with the terms and conditions of this Agreement.

2. You agree and acknowledge that Licensor owns all right, title and interest in and to the Licensed Material, and that You have no right, title or interest in the Licensed Material other than the limited license rights granted under this Section.
3. Except as expressly set forth in this Agreement, no other rights or licenses are granted by Licensor to You, either expressly, by implication, estoppels or otherwise.

Section 3 – Warranties; Disclaimer of Warranties and Limitation of Liability.

- a. **YOU:** You represent and warrant that You are of legal age and have the requisite authority to enter into, and accept the terms and conditions provided in, this Agreement.
- b. **LICENSOR:**
 1. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Further, Licensor does not warrant that the Licensed Material will be free from interruption, viruses or malicious code; complete, reliable, secure or timely; tested for use; or, suitable for or capable of being used by You or any third party. Where disclaimers of warranties are not permitted by law or regulation in full or in part, this disclaimer may not apply to You.
 2. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Agreement or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. To the extent such exclusion of liability unlawful by law or regulation with respect to certain causes of action, Licensor's total aggregate liability to You under such causes of action shall then in all circumstances be limited to the total charges paid by You to Licensor during the one year period immediately before the date upon which the cause of action first arose. Where a limitation of liability is not permitted by law or regulation, in full or in part, this limitation may not apply to You.
 3. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 4 – Term and Termination.

- a. This Agreement commences immediately upon access by You of any Licensed Material and shall remain in force for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Agreement or breach any of the terms herein, then Your rights under this Agreement shall immediately and automatically terminate effective as of such non-compliance or breach and without notice from the Licensor.
- b. If Your right to use the Licensed Material has terminated under Section 4.a pursuant to Your breach of Section 2, then, at the discretion of the Licensor, Your right to use the Licensed Material will be reinstated upon express written reinstatement by the Licensor. For the avoidance of doubt, this Section 4.b does not affect any right the Licensor may have to seek remedies for Your non-compliance or breach of any of the terms of this Agreement.
- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Agreement.
- d. Sections 1, 2.c, 2.d, 3, 4, 5, and 6 shall survive expiration or termination of this Agreement.

Section 5 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed in writing.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Agreement.

Section 6 – Interpretation.

- a. You acknowledge that this Agreement is a complete statement of the agreement between You and Licensor with respect to the Licensed Material, only. Any additional terms and conditions, such as those relating to the oneTRANSPORT Platform are, however, deemed incorporated herein by reference. This Agreement may be superseded by a subsequent version of this Agreement or additional terms, as the case may be, where such supersession may occur upon access or use of then-available or updated Licensed Material.
- b. For the avoidance of doubt, this Agreement does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Agreement.
- c. To the extent possible, if any provision of this Agreement is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Agreement without affecting the enforceability of the remaining terms and conditions.
- d. No term or condition of this Agreement will be waived and no failure to comply consented to unless expressly agreed to by the Licensor. Failure to insist upon or enforce strict performance of any provision of the terms and conditions provided herein shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms of this Agreement. Licensor

may assign its rights to the Licensed Material and duties under this Agreement to any party at any time without notice to You.

- e. Nothing in this Agreement constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.
- f. Nothing in this Agreement shall be deemed to require or authorize Licensor or You to breach any mandatory laws or regulations relating to the Licensed Material or use thereof. You shall comply with all applicable laws, statutes, executive orders, regulations, ordinances, or rules of national, regional, local or other governmental authorities.
- g. Nothing in this Agreement shall be deemed to constitute employment, joint venture, agency, partnership, franchise, or any other kind of formal business relationship or entity between Licensor and You, or to authorize either party to enter into any commitment or agreement binding on the other party.
- h. All rights not expressly granted to You by this Agreement are reserved in all respects by Licensor.