

Data Republic Senate Guest Licence

1 Agreement and Term

- (a) This Guest Licence Agreement (**Guest Licence**) is an agreement between Data Republic (**us, we and our**) and you, the end user (**End User, you, your**).
- (b) This Guest Licence contains the terms and conditions that govern your licence to access and use the Data Republic Senate Platform (**Senate**) as a guest user (**Guest User**) authorised by **[Insert Platform Licensee]** (**Platform Licensee**) to have such access and use.
- (c) This Guest Licence commences on the date on which it is executed by you (**Commencement Date**) and shall continue for 12 months (the **Term**), or until the date this Guest Licence is otherwise terminated in accordance with its terms.
- (d) The Term of this Guest Licence will be automatically extended on each 12 month anniversary of the Commencement Date unless either party elects not to extend the Term by giving no less than 14 days notice to the other party.
- (e) The terms of any additional Modules you agree to are incorporated into this Guest Licence and the terms of this Guest Licence (including indemnities and liability) apply to your use of the services made available to you pursuant to such Modules.

2 Grant of Licence and restrictions

- (a) Data Republic grants to you a revocable, non-exclusive, limited, non-transferable, non-sublicensable, licence to access and use Senate during the Term and subject at all times to Platform Licensee's continuing authorisation of such access and use.
- (b) You must, with respect to your access to and use of Senate and any Data Products made available to you through Senate:
 - (i) not modify, adapt, amend disassemble, decompile, or reverse engineer (or permit any other person to do so) all or any parts of the computer programs or source code which comprise Senate or any Data Products (or attempt to do so) or take any other action intended to render any of the programs more amenable to human understanding or render the programs operational as to any other user who has not been authorised by Data Republic; and
 - (ii) not take any steps, or permit others to take any steps, to seek to re-identify any individuals on the Senate platform.

3 Compliance

You represent and warrant that:

- (a) You will comply with all applicable Laws associated with the performance of your obligations and exercise of your rights under this Guest Licence including Privacy Laws; and

- (b) all Data Assets you make available through Senate, have been legally obtained and that the provision of such Data Assets will not violate any applicable Law or infringe upon any Intellectual Property Rights or other rights of any third party.

4 Intellectual Property

You acknowledge and agree that all rights, title and interests (including all Intellectual Property Rights) in and to Senate at all times remain owned by Data Republic and its licensors, and nothing in this Guest Licence is intended to transfer such right, title or interest (including Intellectual Property Rights) to you.

5 Confidential Information

- (a) Each party shall hold, and shall cause its Related Bodies Corporate, and its own and its Related Body Corporate's Personnel to hold, in strictest confidence any and all information or data or code (including the terms of this Agreement), plans, proposals or other material of any other party which is marked as confidential or which can reasonably be considered to be confidential in the circumstances in which it was disclosed, but excluding any information, code or data:
 - (i) that is in or enters the public domain other than by reason of a breach of clause 5(a) by the recipient; or
 - (ii) that was in the recipient's possession prior to its disclosure to them, such information, code or data subject to the exclusion above being **Confidential Information**.

6 Disclaimer

- (a) You acknowledge and agree that, to the extent permitted by Law, Data Republic:
 - (i) do not represent, warrant or accept any liability in relation to the accuracy, currency, reliability or quality of Senate or any Data Product obtained through Senate;
 - (ii) do not represent or warrant that Senate or Data Products are free from errors or omissions, or that they are exhaustive; and
 - (iii) disclaims all other warranties, representations or endorsements, express or implied, with regard to Senate including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7 Indemnities

You shall defend, hold harmless and indemnify Data Republic and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Data Republic arising out of or in connection with:

- (a) your use of, or reliance on, Senate; and
- (b) your breach of this Guest Licence and any applicable Modules.

8 Liability

- (a) DATA REPUBLIC AND ITS RELATED BODIES CORPORATE WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR RELATED BODIES CORPORATE WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:
 - (i) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR
 - (ii) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.
- (b) IN ANY CASE, OUR AND OUR RELATED BODIES CORPORATES' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS CLAUSE 8 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9 Termination

Data Republic may terminate or suspend this Guest Licence and/or any licence to you to access or use Senate with immediate effect by giving written notice to you:

- (a) at any time if you breach any provision of this GUEST LICENCE which is incapable of being remedied, or where the breach is capable of being remedied, and you fail to remedy the breach within thirty (30) days after receiving written notice from Data Republic to do so;
- (b) in the event that Platform Licensee's licence is terminated; and
- (c) in the event that Platform Licensee revokes its authorisation of you as a Guest User.

9.2 Governing law and jurisdiction

This Guest Licence and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of California. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

10 Definitions

Data Asset means each discrete category or collection of data submitted by you into Senate as identified in a Data Licence.

Data License means the governance workflow made available in Senate into which you and the Platform Licensee will set out the Data Assets, intended Data Products and associated permitted uses contemplated in any data exchange project.

Data Product means the data output or data analysis which are developed specifically by, or for, Platform Licensee on Senate.

Data Republic means Data Republic, Inc of 4500 Park Granada, Suite 202, Calabasas CA 91302.

End User means [full company name, address and registration details to be inserted].

Senate means the private environment within the Data Republic Senate Platform which is licensed to Platform Licensee by us.

Intellectual Property Rights means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
 - (i) registered and unregistered copyright;
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) trade secrets, technical data and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trademarks;
 - (vi) circuit layout designs, topography rights; and
 - (vii) rights in databases;
- (b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (c) Any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and
- (d) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Modules means any additional Data Republic modules you have agreed to, including, but not limited to, the Data Republic Common Legal Framework and the Data Republic Senate Matching Services Module.

Privacy Laws means:

- (a) the Federal Privacy Act of 1974;
- (b) the Can-Spam Act of 2003;
- (c) to the extent applicable, any legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and
- (d) any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c), as amended from time to time.

Agreed by **[Insert End User]**

Authorized Representative Signature

Witness Signature

Authorized Representative Printed Name

Witness Printed Name

Date

Date

Acknowledged by **Data Republic, Inc.**

Authorized Representative Signature

Authorized Representative Printed Name

Date
