

Data License Terms and Conditions

By accessing the data provided by Globalen LLC ("Company"), the User (defined below) agrees to be bound by the following terms and conditions ("Terms"). The Company and the User may be collectively referred to hereinafter as the "Parties".

1. Definitions

- **Data:** Any data series provided by the Company.
- **Data access:** Downloading data from the website of the Company.
- **User:** Any individual or entity accessing or using the Data.
- **Term:** The subscription period listed in Section 6.1 of this Agreement.
- **Effective Date:** The date on which the User first accesses the Data after any free trial period.
- **API:** Application Programming Interface.

2. License and Usage Terms

2.1. Grant of License

The Company grants the User a non-exclusive, non-transferable license to use the Data for analytical purposes internal to the User's organization. The license to use the Data that the Company provides to the User during the Term remains valid after the end of the Term.

2.2. Restrictions on Use

The User agrees not to:

- Sell, distribute, or otherwise make the Data available to any third party without prior written consent from the Company.
- Use the Data in any manner that violates any applicable laws, rules or regulations.

3. Payment Terms

User agrees to pay a fee under the payment terms specified in the invoice or credit card payment instructions issued by the Company.

4. Warranties and Disclaimers

4.1. Company's Warranties

The Company warrants that it has the right to grant the license provided under these terms and that the Data does not infringe any third-party intellectual property rights.

4.2. Disclaimer of Warranties

Except as expressly provided in this Agreement, the Data is provided 'as is' without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. Indemnification and Limitation of Liability

5.1. Indemnification

User shall indemnify, defend and hold harmless the Company from any and all claims arising out of or in connection with the User's use of the Data or the API.

5.2. Limitation of Liability

In no event shall the Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the User's use of the Data or the API, even if advised of the possibility of such damages.

6. Term and Termination

6.1. Term

Data access will be granted from Effective Date for a period specified in the invoice or credit card payment instructions issued by the Company and shall continue until the end of the Term, unless sooner terminated as provided below.

6.2. Renewal

Continuing the Data access after the Term shall require the mutual written consent of all Parties (email suffices). If the User wishes to continue Data access, User shall give the Company thirty (30) days' written notice prior to the expiration of the existing Term (email suffices). However, the Company is not obligated to renew, and, therefore, the Company is not obligated to continue providing the Data after the end of the Term. For any renewal period, the Parties shall mutually agree upon the duration of said renewal period, and the Parties shall agree upon the fee to be paid by the User for said renewal period.

6.3. Termination and Notice of Termination

(a) The Company may stop access to the Data immediately if the User has failed to pay any fees that are owed to the Company, or if the User has violated any of the conditions listed in the Terms.

(b) Prior to the end of the Term, either of the Parties may terminate the subscription without cause by providing 30 days' advance written notice to the other party (email suffices), which shall specify the effective date of termination. If either of the Parties terminates without cause, the Company shall refund the prorated portion of the payment from the effective date of termination through the end of the Term. However, the termination shall not affect the enforceability of any obligations under these Terms that accrued prior to the effective date of termination, so the User shall be responsible for all fees owed to the Company through the effective date of termination.

7. Data Delivery Alternatives

The Data is primarily accessed through the Company's API. If the API does not work for technical reasons, the User agrees that the Company shall continue to provide the Data by email in Excel files to the User's registered email address. The Company shall not be liable for any costs incurred due to the switch from API to Excel files, which shall be borne by the User.

8. Governing Law

These Terms shall be construed and enforced in accordance with the internal laws of the State of Georgia, United States of America, without regard to conflict of law principles. The Parties hereby agree to submit all controversies, claims and disputes between them to a court of competent jurisdiction in the State of Georgia.

9. Costs of Enforcement

The Parties hereto agree that in the event of a dispute regarding the interpretation or performance of these Terms, all costs (including reasonable attorney's fees) incurred by the party prevailing in such dispute shall be borne by the other party.

10. Miscellaneous

10.1. Entire Terms and Conditions

The Terms listed here constitute all terms and conditions for using the Data and supersede all prior agreements and understandings, whether written or oral.

10.2. Amendments

No amendment, alteration or modification of these Terms shall be binding unless in writing and signed by both Parties.

10.3. Severability

If any provision of these Terms or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of these Terms or the application of such provision to such party or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

10.4. Notices

All notices under these Terms shall be in writing and shall be deemed to have been duly given and received when delivered by email to the addresses used in email correspondence between the User and the Company.

10.5 Assignment

These Terms are not assignable by the User without prior written consent of the Company, which consent shall be at the sole discretion of the Company.

10.6 Benefits and Obligations

The covenants and terms herein contained shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, executors, successors and assigns, subject to Article 10.5 hereof.

10.7 General

The headings of the Sections and Paragraphs contained in these Terms are for convenience of reference only and do not form a part hereof and no way modify the meaning of such Sections and Paragraphs. Any number of counterparts of these Terms may be signed and delivered and each shall be considered an original and together they shall constitute one set of Terms.