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## **10. Revisions to Content**

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## **11. Intellectual Property Rights**

Client represents and warrants to Spikes Cavell that (i) it has the authority to provide the Client Data and to grant the license to Spikes Cavell hereunder and (ii) the use of the Client Data by Spikes Cavell in accordance with the Contract will not violate any applicable law or regulation or violate the rights of any third party. Subject to the license granted under Section 5 (License to Use Data of the Client), no Intellectual Property Rights in the Client Data shall transfer to Spikes Cavell under the Contract.

Spikes Cavell represents and warrants to the Client that Spikes Cavell is the owner or authorized licensee of all Intellectual Property Rights in the Enrichment Information and Access Tools and that Spikes Cavell has the full authority to grant the license to the Client hereunder. Subject to the license granted under Section 4 (License to Use the Enrichment Information and Access Tools), no Intellectual Property Rights in the Enrichment Information shall transfer to the Client under the Contract. Client acknowledges and agrees that all Intellectual Property Rights in any Derivative Works created under this Contract shall be owned by Spikes Cavell and Client will take all reasonable steps necessary to cause such rights to vest with Spikes Cavell. All rights not expressly granted to the Client hereunder are reserved by Spikes Cavell.

The Client acknowledges and agrees that the Enrichment Information is proprietary to Spikes Cavell and comprises (a) works of original authorship, including compiled information containing Spikes Cavell's selection, arrangement, co-ordination and expression of such information or pre-existing material that Spikes Cavell has created, gathered or assembled, (b) confidential and trade secret information, and (c) information that Spikes Cavell has created, developed and maintained at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm Spikes Cavell. Accordingly:

the Client will not, and will not authorize any of its employees, agents or subcontractors to, through any act or omission, impair the Intellectual Property Rights of Spikes Cavell in the Enrichment Information;

the Client will not use any of Spikes Cavell's trade names, trademarks, service marks or copyrighted materials, or otherwise identify Spikes Cavell, in listings or advertising in any manner without the prior written approval of Spikes Cavell; and

the Client will reproduce Spikes Cavell's copyright notice and proprietary rights legend on all authorized copies of the Enrichment Information which are to be disclosed to third parties in accordance with Section 4 (License to use the Enrichment Information and Access Tools). For the avoidance of doubt, the copyright notice and proprietary rights legend required to be reproduced under this subsection are automatically embedded in all charts and graphs exported directly from the Access Tools.

## **12. LICENSE TO USE THE INFORMATION AND ACCESS TOOLS**

The Client acknowledges that the Intellectual Property Rights in certain portions of the Enrichment Information are owned by third parties, and that such third parties may have imposed restrictions on the use of such data. Accordingly the Information is made available to the Client on the following terms as set out in this Section 4.

In consideration of the payment of the applicable Fees to Spikes Cavell by the Client, Spikes Cavell hereby grants to the Client a non-exclusive, non-transferable, revocable license to use the Enrichment Information for the Term subject to the terms of the Contract including the following:

the Client may use, copy and create Derivative Works of the Enrichment Information for internal purposes only without restriction;

the Client will use the Enrichment Information only in compliance with applicable laws and regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or email solicitation), data protection and privacy; and

notwithstanding Section 12 (Confidentiality), the Client may disclose the Enrichment Information to any third party advisors providing services to Client, or any other third parties as may be necessary for Client to comply with any regulatory or statutory obligations, in each case solely in an aggregated form provided that:

such Enrichment Information shall relate to the Client only and no other Client;

the source of the Enrichment Information is accredited to Spikes Cavell;

the Enrichment Information is aggregated such that individual pieces of Enrichment Information are not disclosed (for example, a list of Client small business vendors may not be disclosed if the classification of such vendors as small businesses is derived from use of the Enrichment Information while, however, disclosure of aggregate data on purchases from all Client small business vendors would be permitted hereunder);

the Client shall not seek any financial gain in relation to any disclosure of the Enrichment Information; and

additionally, in the case of disclosure of the Enrichment Information to a third party, the Enrichment Information may only be used by the third party for its internal purposes, and the third party shall not be entitled to publish the Enrichment Information.

In consideration of the payment of the applicable Fees to Spikes Cavell by the Client, Spikes Cavell hereby grants to the Client a non-exclusive, non-transferable, revocable license to use the Access Tools subject to the terms of the Contract. The Organization shall only use the Access Tools in accordance with Section 7 (Passwords); and the Client shall take all necessary precautions to ensure that no unauthorized use is made of (and that no unauthorized person gains access to) the Access Tools or the Enrichment Information, in whole or in part.

### **13. LICENSE TO USE DATA OF THE CLIENT**

The Client shall provide the Client Data to Spikes Cavell in accordance with the Data Specification. Unless otherwise agreed to by the parties, Client Data may only consist of data that the Client would be required to make available to the public under the Applicable Codes upon receipt of a Request for Information. Client shall use commercially reasonable efforts to remove all personally identifiable data of individuals from the Client Data. The Client acknowledges that Spikes Cavell is unable to provide the Services until the Client has provided Spikes Cavell with the Client Data in accordance with the Data Specification.

The Client hereby grants to Spikes Cavell a perpetual, royalty-free, non-exclusive license to use, copy and create Derivative Works of the Client Data solely for the purposes contemplated under the Contract.

The Client hereby grants to Spikes Cavell a perpetual, royalty-free, non-exclusive license to use the Client Data subject to the following:

Spikes Cavell may use, copy and create Derivative Works of the Client Data;

notwithstanding the provisions of Section 12 (Confidentiality), Spikes Cavell may grant sublicenses to the following organizations to use the Client Data on the following terms:

Other public sector and not-for-profit higher education institution Clients of Spikes Cavell whose own data is included in the Access Tools, together with their licensed users, may use the Client Data on the standard terms and conditions of Spikes Cavell (as updated from time to time)

other third parties may only use the Client Data subject to the following restrictions:

the Client Data is completely anonymized and aggregated with the data of other Clients so that the identity of the source of the Client Data cannot be determined;

at the prior written request of the Client by notice to Spikes Cavell certain categories Client Data shall be excluded from the scope of any such sub-license for political or security reasons.

### **14. PASSWORDS**

The Client will provide written notice to Spikes Cavell of the names of the Licensed Users, and the Client will notify Spikes Cavell as soon as practicable of any changes to the identity of such Licensed Users. The Client may substitute individuals as Licensed Users throughout the Contract term at no additional cost.

Spikes Cavell will issue a Password to each of the Licensed Users to use the Access Tools. Each such Password may only be used by the respective Licensed User in accordance with these Terms and Conditions, and no other use may be made of the Password.

The Client is entirely responsible for maintaining the confidentiality of the account information of the Licensed Users, including the Passwords, and for any and all activity that occurs under the accounts of the Licensed Users. The Client agrees to notify Spikes Cavell immediately of any unauthorized use of the accounts of the Licensed Users or the Passwords or any other breach of security. Spikes Cavell will not be liable for any Losses that the Client may incur as a result of someone other than the Licensed User using its Password or account (other than where such use arises due to the gross negligence or willful misconduct of Spikes Cavell), either with or without the knowledge of the Client. However, the Client will be liable for Losses incurred by Spikes Cavell due to someone other than the Licensed User using the Password or account of the Client.

Without limiting its other rights, Spikes Cavell may at any time cancel any of the Passwords and/or terminate the right of any Licensed User to use the Access Tools (a) if the Client is in breach of the Contract; (b) upon the expiration or termination of the Contract; or (c) if Spikes Cavell is or becomes unable to grant the Client a right to use any of the Information, in which event Spikes Cavell will refund to the Client any Fees paid by the Client for the remainder of the Term on a pro rata basis.