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The following terms and conditions apply to use of the Service and the materials and information it contains ('Materials'). In these terms and conditions 'Subscriber' means an individual subscriber and 'Authorised User' means an employee duly authorised by an organisation which is a Subscriber or any other person expressly authorised by Seradata Limited. 'Unauthorised Person' means any person who is neither a Subscriber nor an Authorised User. Seradata Limited may suspend access by any person to the Service at any time without compensation if it has reasonable grounds to suspect a breach of these terms and conditions by that person.

### 1. Licence

Authorised Users and Subscribers may use the Service and the Materials that appear on it from time to time for their own private or business research, and for this purpose may:

- Display the Materials on screen.
- Make printouts of items included in the Materials using the printing commands contained in the Service.
- Download and store in machine readable a single copy of insubstantial portions of the Materials primarily for one person's exclusive use. Note. These Materials may be copied in a backup process.
- Use sections of the Materials or aggregated results in internal reports and documents, where this does occur users should credit 'Source: Seradata SpaceTrak'

### 2. Restrictions on Use

Authorised Users and Subscribers may not:

- Make multiple printouts or copies of Materials for distribution to Unauthorised Persons.
- Re-sell the Service or any part of the Materials to others.
- Make the Service or any Materials available to Unauthorised Persons on a local area network, a wide area network or on any intranet or extranet.
- Abstract, download, store, reproduce, transmit, display, copy, distribute or use the Materials other than as permitted by paragraph 1 above
- Decompile, disassemble or reverse engineer any of the software programmes, databases or other systems used by Seradata Limited to provide the Service.

Use the Service, or any of the facilities available on the Service, for any illegal purpose nor send or post or allow any posting of information which is defamatory or obscene or which violates the legal rights of others, nor use the Service to send any unsolicited promotional or advertising material or any volume messages which may interfere with the provision of the Service or the use of the Service by others.

### 3. Passwords and Security

If passwords are issued by Seradata Limited to access the Service:

- No password may be made available to any Unauthorised Person for the purpose of using the Service.

If Seradata Limited suspects that a password is being used by an Unauthorised Person the password may be cancelled.

### 4. Content

Materials and features may be added to and removed from the Service without notice.

The Materials and information included in the Service are provided for reference purposes only. They are not intended as a substitute for professional advice or judgement. No Materials or information should be relied upon to provide legal or other advice with respect to particular circumstances.

Every effort is made to keep Materials up to date but Subscribers and Authorised Users should obtain independent verification or advice before relying on any piece of information in circumstances where loss or damage may result.

The Service and Materials are provided on an 'as is' basis and Seradata Limited excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

## **5. Termination**

5.1 The agreement may be terminated:

5.1.1 at any time by Seradata Limited if the Subscriber fails to pay any sum due hereunder by the due date provided and such sums remain unpaid for 14 days after written notice from the Seradata Limited that such sum has not been paid (such notice to contain a warning of Seradata Limited's intention to terminate); or

5.1.2 at any time by Seradata Limited if the Subscriber is in breach of any of these terms and conditions.

5.2 Within 7 days of termination for any reason the Subscriber shall destroy all copies of the Materials in its possession and shall delete the Materials from its computers. If requested by Seradata Limited, a duly authorised officer of the Subscriber shall certify in writing to Seradata Limited that the Subscriber has complied with such obligation. Limited data used in internal reports and documents may be retained for reference purposes only.

5.3 Termination for any reason shall be without prejudice to the rights of the parties accrued prior to termination.

## **6. Intellectual Property Rights**

All intellectual property rights and other rights in the Service and Materials (in both machine readable and printed form) belong to Seradata Limited or their third party licensors. Authorised Users and Subscribers acquire no proprietary interest in the Service or Materials and except as expressly permitted by these terms and conditions and may not use the Service or the Materials in any way that infringes the intellectual property rights in them. Authorised Users and Subscribers may not obscure or remove any copyright notices that appear on Materials printed from the Service.

## **7. Limitation of Liability**

To the full extent permissible by law Seradata Limited shall have no liability for any damage or loss (including, without limitation, financial loss, loss of profits, loss of business or any indirect or consequential loss), however it arises, resulting from the use of or inability to use the Service or any Material appearing on it or from any action or decision taken as a result of using the Service or any such Material.

The liability of Seradata Limited for interruptions to availability of the Service caused by circumstances within its control shall not exceed the amount paid by the Subscriber for access to the Service in respect of the period of non-availability. The only obligation of Seradata Limited in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Service reinstated.

## **8. Law and Jurisdiction**

These terms and conditions shall be interpreted in accordance with the Laws of England and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

## **9. Arbitration – This clause only applies to customers in the People's Republic of China (including Hong Kong and Macao)**

9.1 In the event of any dispute, controversy or claim arising out of or relating to this agreement, including its existence, validity, interpretation, performance, breach or termination or any dispute regarding non-contractual obligations arising out of or related to it (collectively, 'Dispute'), the parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute cannot be resolved through friendly consultations between the parties within 30 days following the first written request from a party for consultations, then either party may submit the Dispute to arbitration in accordance with this clause 9.3, which shall be final and binding on the parties.

9.2 When any Dispute occurs and is the subject of friendly consultations or arbitration, the parties shall, during the course of such consultations or arbitration, continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this agreement, except in respect of those matters under Dispute.

9.3 Any Dispute which cannot be resolved through friendly consultations in accordance with clause 9.1 shall be submitted to the London Court of International Arbitration (LCIA) for arbitration which shall be conducted in accordance with the LCIA's arbitration rules in effect at the time of applying for arbitration. The arbitration award shall be final and binding on all parties.