Data-Planet™ by Conquest Systems, Inc.

TERMS OF USE

Conquest Systems, Inc. ("Conquest") offers you ("Licensee") access to a vast collection of information collected by Conquest and integrated into a database system, together with graphical user interfaces, data exploration tools and other associated software programs that access, analyze and display information (the "Database(s)"). The Database(s) are available at www.DATA-PLANET.com or other web sites via distribution and access partners (the "Site(s)"). The Database(s) and all other services provided by Conquest are the "Services." The Services are governed by this Terms of Use agreement executed or assented between Licensee and Conquest. This Terms of Use provides for access to the Database(s) and Service(s) for Authorized Users only. "Authorized User(s)" are: currently enrolled students, faculty, staff, visiting scholars and walk-in patrons while they are on-site. Failure to abide by these Terms of Use may result in the immediate suspension of rights and access to the Services. In such event, Conquest shall make reasonable efforts to contact Licensee prior to any suspension or termination of access and to restore access promptly following successful resolution of the matter.

Privacy Practices

Conquest's privacy practices and principles are set forth in our Privacy Policy. Conquest reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request.

Use of Database(s) Information

Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use provisions of United States Copyright Law. Licensee and its Authorized Users are expressly prohibited from violating the copyrights, or other intellectual property rights, of Conquest, or of its content partners. You may not remove any copyright notice contained in any materials downloaded from the Database(s). Licensee and its Authorized Users are prohibited from duplicating meaningful portions of the content other than for generally accepted academic use purposes by Licensee and its Authorized Users such as the creation of coursepacks, teaching and research materials, or scholarly manuscripts submitted for publication in scholarly journals or texts by Licensee and Authorized users. Under no circumstance is "harvesting" of the content or derivative product creation considered Fair Use of the content contained in the Site(s) by Licensee or its Authorized Users for use by other than Licensee and its Authorized Users. Licensee and its Authorized Users are expressly prohibited from selling or distributing information obtained from the Database(s) other than described above.

Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

Ownership of Intellectual Property

Conquest warrants that it has the right to license the rights granted under this agreement to use Licensed Materials, that it has obtained and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this agreement shall not infringe the copyright of any third party.

You shall have no claim of ownership to any intellectual property rights in any compilation of data, content, layout, functions, features, code, graphical user interface, data exploration tools, data displays, appearance, trademarks and other intellectual property comprising the Database(s) that is made available to you on the Site(s) (collectively, the "Conquest and partners Intellectual Property"). It is acknowledged and agreed that though the Database(s) incorporates publicly available data, the Database(s) also contains information that is created and maintained by Conquest at great effort and expense, including, for example, the graphical user interfaces, the metadata and descriptive content associated with the data, exploration tools and other associated software programs that are unique and highly valuable. Information from the Database(s) that you print, save or incorporate into other material is solely licensed (not transferred) to your organization. You agree that the Database(s) information constitutes a valid trade secret of Conquest and that the Conquest Intellectual Property constitutes protectable, proprietary assets of Conquest and/or its partners. You agree not to use the any of the trademarks or trade names displayed in the Service(s) or Database(s) in any manner without Conquest's and its partners' prior written consent.
Disclaimer

THE SITE, AND ANY INFORMATION INCLUDED ON THE SITE, AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND COMPLETENESS IS WITH YOU. CONQUEST MAKES NO WARRANTY THAT THE SITE(S) OR SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. YOUR USE OF THE SITE(S) IS AT YOUR OWN RISK, AND YOUR RELIANCE ON ANY INFORMATION OR DATA POSTED ON THE SITE(S) OR IN THE DATABASE(S) IS AT YOUR OWN RISK. CONQUEST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CONQUEST FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES ARISING FROM USAGE OF TRADE AND COURSE OF DEALING. CONQUEST DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SERVICES. FURTHER, CONQUEST DOES NOT WARRANT THAT THE SITE, INFORMATION OR SERVICES COMPLY WITH LAWS IN FORCE IN YOUR PLACE OF BUSINESS, AND THE ENTIRE BURDEN OF COMPLIANCE AND THE ENTIRE RISK OF NONCOMPLIANCE WITH SUCH LAWS IS WITH YOU.

IN NO EVENT WILL CONQUEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, PARTNERS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE SITE(S) OR SERVICES, OR THE INTERRUPTION OF THE SITE(S) OR SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR BUSINESS OR SALES INTERRUPTION, EVEN IF CONQUEST, OR A REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT CONQUEST'S MAXIMUM LIABILITY, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE AS PER THE TERMS AND CONDITIONS OF THE TERMS OF USE AGREEMENT YOU HAVE ENTERED INTO WITH CONQUEST.

Indemnification

Conquest shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

Prohibited Uses

Licensee and Authorized Users may not:

• (a) attempt to gain unauthorized access to the Services or the Conquest accounts of others;
• (b) use the Site(s) or Services, or any part thereof, to harass or harm any other User or any other person in any way;
• (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
• (d) interfere with or disrupt the Site(s) or servers of networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
• (e) harvest, collect or store information about the users of this Site;
• (f) use the Site(s) or Services to violate any applicable, local, state, national or international law or regulation;
• (g) attempt to circumvent any security measure associated with the Database(s);
• (h) attempt to access portions of the Database(s) not authorized for use by you;
• (i) modify, reproduce or distribute any of the Database(s);
• (j) attempt to intentionally disable, slow, prevent operation of, or otherwise interfere with or change any normal or usual operation of the Database(s);
• (k) duplicate any portion of the Database(s) digitally or in print for use by others, other than as expressly enabled by the Site(s) and printing of selected entries;
• (l) permit any third party to use your password or otherwise have access to the Database(s), and;
• (m) publicly distribute, publicly display (except as allowed under fair use for teaching purposes), re-produce on a web
site, sell, rent, or lease, or remove any legal notices from, any information obtained from the Database(s), including for example, analyses and data displays.

Links to other Sites
The Site(s) may contain links and pointers to other related World Wide Web Internet sites. Conquest is not responsible for any content of such Web Sites or the privacy or other commercial practices of such Web Sites, unless stated otherwise. The links do not imply Conquest's endorsement of, or association with, the linked sites, unless otherwise stated.

Perpetual Rights
Notwithstanding anything else in this Agreement, Conquest hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use the Data Sheets, MARC records and corresponding excel files that were purchased and accessible during the term of this agreement.

If Licensee chooses to discontinue paying the annual ongoing fees (which include update fees), Conquest will provide to Licensee all DataSheets, including all charts/tables, updated to that point and Licensee may continue to access the corresponding data on the DataPlanet platform through the DOIs included in the metadata. Licensee may access the DataPlanet site through direct links, but Licensee will no longer have search capability on the DataPlanet platform.

If Conquest ceases to make the Licensed Materials available online, the data sheets, metadata records and data files will be made available for download to the Licensee in electronic format and Licensee may continue make the Licensed Materials available to Authorized Users subject to the terms of use outlined in this agreement.

Partner Content
Some Partner content is not included in any grant of Perpetual License (as specified on the agreed to on the Invoice and/or Order form whereby the customer pays a one-time fee for a Perpetual License to the designated materials, and annual updates fees should they decide to continue access and updates to the content. Content excluded from Perpetual License are data from Dave Leap's Political Atlas, China Data Center, and XIGNITE).

IN WITNESS WHEREOF, the parties have executed this Terms of Use Agreement as of the date first below written.

Data-Planet by Conquest Systems, Inc.

Date: March 11, 2015
Signature: [Text deleted]
Printed Name: [Text deleted]
Title: CEO

Organization Name:

Date: 3/13/15
Signature: [Text deleted]
Printed Name: [Text deleted]
Title: Att Collection Services
UC San Diego

Data-Planet Terms of Use 3/11/15 Page 3