



## "Codata Files" - General licence terms

### 1 - Definitions:

- Codata Services: the company owning the database.
  - Codata Services Sa
  - Limited liability company
  - Registered office: 143-145, Avenue du Bourgmestre Jean Materne, 5100 Namur – Belgium
  - Company registration number BE 0505 976 645
- Codata Database: Database that is developed, managed and updated by Codata Services.
  - Providing data on retail and on commercial real estate in various European countries (namely Germany, Austria, Belgium, Spain, France, Italy, Luxembourg, the Netherlands, Portugal, Switzerland)
  - Including – but not limited to -
    - descriptive alphanumeric and georeferenced data on retail locations, commercial sites and projects
    - descriptive alphanumeric data on retailers and service providers active in the commercial real estate and retail sectors
    - cartographic data
    - statistical data
- Xls Files and Pdf Files: file formats used to transfer data from Codata Database. Other file formats may be used. In such cases, these formats are named in the price quotation sent by Codata Services to the Client.
- Client: any legal or natural person to whom data is provided upon payment of a fee.
- Fee: Price that the Client has to pay according to a price list set by Codata Services, communicated to the Client and accepted by him. The fee is valid for a licence to use the provided file for one year - taking effect from the date mentioned on the invoice.

### 2 - Subject matter of the contract

Only the present general terms are valid, even if it is otherwise mentioned in the Client's terms of purchase. Ordering implies express and full acceptance of the present terms.

The present document aims at defining the general licence terms of use of all or of part of Codata Database as data files or maps.

This contract is in no case a sales contract. The company Codata Services remains owner of the database and of all or part of the database excerpts.

### 3 - Licence

#### 3.1. Principles

Codata Database, whose exclusive producer and one and only owner is Codata Services, is original - i.e. the used methods of data collection, the choice of information and its arrangement and the nature of information that the database comprises are original. Codata Database is an intellectual creation protected by legal provisions for Intellectual Property, both as copyright and as the sui generis right as database producer.

The licence granted by Codata Services is a licence for personal, non-exclusive and non-transferable use. It is a licence to use all or part of Codata Database reproduced as files in Xls, Pdf or other formats. The licence is subject to the terms stipulated below. Within this framework, the Client is entitled to use Codata Database for his own needs.

Granting a licence to use does not involve the transfer of property rights to the Client. Codata Database remains property of Codata Services or of its authors, regardless of the form, language and medium.

The Client commits himself to not impair the intellectual property rights of Codata Services, whether directly or indirectly via third parties, and notably refrains from:

- reproducing all or part of Codata Database on any medium,
- translating, adjusting, arranging or modifying and/or correcting Codata Database and from reproducing its resulting changes,
- representing, disseminating, commercialising all or part of Codata Database,
- providing directly or indirectly all or part of Codata Database to a third party, ex gratia or against payment, notably by rental, sales, handover, loan or outsourcing.

The Client is held responsible for any unauthorised data reproduction or communication, whether it results from a mistake, a negligence or a simple omission on his part. The Client is informed that files may include watermarks and tamper-evident technology to control their use.

As a general rule, the Client shall under no circumstances prejudice the interests of Codata Services and shall refrain from competing directly or indirectly with the products and services of Codata Services.

However, there are two admitted exceptions to the principles mentioned above, namely the Reproduction Rights and Data Integration Rights. Both are detailed hereinafter in points 3.2 and 3.3 respectively.

## 3.2. Reproduction Rights and Additional Fee

3.2.1. - By way of derogation from Article 3.1, the Client is granted Reproduction Rights of all or part of Codata Database within a Limited Framework.

The Limited Framework is defined as follows:

- Compilation of reports, analyses and studies in order to transfer them to third parties, either for free or against payment.
- In any case, the mentioned reports, analyses and studies aim at making propositions or recommendations or at giving advice to a third party.

Reproduction Rights are defined as follows:

- Within the framework of the compilation of the mentioned reports, analyses and studies, the Client is allowed to:
  - use all or part of Codata Database,
  - partly reproduce Codata Database, with the exception of any raw data reproduction,
  - aggregate all or part of Codata Database.

3.2.2. - Any dissemination or commercialisation of all or part of Codata Database remains forbidden outside the framework of compilation of files, reports, analyses and studies as defined above.

3.2.3. - In compensation to the authorisation granted above in point 3.2.1, the Client binds himself to:

- use Codata data exclusively for business purposes,
- remain within the Limited Framework defined above in point 3.2.1,
- always indicate unambiguously data origin and dates,
- not alter the provided data without any clear and unambiguous indication,
- not use Codata data to design sales brochures or any other media that aim at promoting the Client's products and services,
- to pay an additional fee equivalent to 50% of the basic annual licence fee.

### 3.3. Data Integration Rights and Additional Fee

3.3.1 - By way of derogation from Article 3.1, the Client is granted Data Integration Rights of all or part of Codata Database within a Limited Framework.

The Limited Framework is defined as follows:

- Integration of all or part of Codata Database into any medium put at the disposal of third parties against payment,
- The mentioned media integrating in any case data from other origins, compatible with Codata data,
- The mentioned media can under no circumstances be put at the disposal of third parties free of charge.

Data Integration Rights are defined as follows:

- Within the framework of the mentioned media made available for third parties, the Client is allowed to:
  - use all or part of Codata Database,
  - reproduce all or part of Codata Database, with the exception of any raw data reproduction,
  - aggregate all or part of Codata Database.

3.3.2. - Any dissemination or commercialisation of all or part of Codata Database remains forbidden outside the framework defined above in article 3.3.1.

3.3.3 - In compensation to the authorisation granted above in point 3.3.1, the Client binds himself to:

- use Codata data exclusively for business purposes,
- remain within the Limited Framework defined above in point 3.3.1,
- always indicate unambiguously data origin and dates,
- not alter the provided data without any clear and unambiguous indication,
- not use Codata data to design sales brochures or any other media that aim at promoting the Client's products and services,
- to pay an additional fee equivalent to 100% of the basic annual licence fee.

## 4 - Property

In accordance with the current legislation in force, the database, from which data - the subject matter hereof - is coming, is the exclusive property of the company Codata Services, as an author and a producer.

## 5 - Guarantees - Liability

Codata Services took properly and reasonably care to design and compile its database, subject matter of the present licence, according to the rules of database creation. However, should mistakes or anomalies remain or occur, Codata Services cannot accept liability for their consequences.

Codata Services is not responsible for the Client's use of data coming from its database. The Client waives the right to institute proceedings against Codata Services regarding the use of its data.

## 6 - Duration

The licence is granted to the Client by Codata Services for one year taking effect on the date mentioned on the invoice. The Client shall refrain from using the Database at a later date.

## 7 - Right of withdrawal

Files are instantly delivered by downloading as soon as the Client has been informed by email that his payment has been validated and that the files he ordered are available for download.

Codata Services begins to perform its obligation (data download) in accordance with the Client's will and with the specifications that Client has chosen, validated and/or accepted while ordering.

Thus, the parties agree that downloading files shall not lead to the exercise of any right of withdrawal.

## 8 - Cancellation

The company Codata Services reserves the right to end the present licence if the Client fails to fulfil his contractual obligations. The Client shall be notified by recorded delivery with acknowledgement of receipt. Cancellation shall take effect immediately and the Client shall refrain from using the Database at a later date.

## 9 - Price

The licence is subject to the payment of an annual fee, whose price is set according to the nature of the file, i.e. the ordered product. All prices are in euros, excluding VAT. They are firm.

The prices are proposed to the Client, file by file, on the basis of a price list available online. If not, the price shall be offered by Codata Services to the Client by means of an estimate sent by email or post.

In addition to the unit price by file, the Client may also be charged with order management fees, including the costs of the selected medium or shipping costs. In that case, these charges are added to the estimate offered to the Client.

VAT is applied at the rate in force when ordering.

The company Codata Services reserves the right to alter prices any time without notice. Modifications shall be notified to the Client without any further formality. However, the ordered files are invoiced at the price in force when ordering.

## 10 - Payment

The order shall be processed as soon as it has been fully paid. There shall be no order processing and no file delivery without prior full payment of the order.

The Client may pay via a secure online payment facility (subject to availability) or by bank transfer to the account mentioned on the estimate or on the online ordering service.

The order can only be paid in euros.

## 11 - Delivery

Any delivery depends on the receipt of the Client's price validation and the Client's validation of the licence terms. If need be, the delivery of an order may also depend on the Client's validation of the estimate. In any case, it depends on the receipt of its full payment on Codata Services' bank account. A payment advice or a proof of payment are insufficient.

### 11.1. - Mode of delivery / Delivery period

Files delivery involves downloading by the Client on his own computer. Files can be downloaded by clicking on the download link provided by Codata Services.

The Client is responsible for starting the download of his delivery.

The Client has to download the file within a maximum of fifteen (15) days.

### 11.2. - Special terms

The company Codata Services has the right of retention of title and/or has the right to cancel some orders, notably:

- orders from purchasers whose personal information or information regarding the order would be insufficient,
- or orders for which Codata Services would not succeed in contacting the purchaser to check his identity and the validity of his order.

Any order placed on weekends (from 12 p.m. on Friday, on Saturday and on Sunday) shall only be processed on Monday morning from 9 a.m. In that case, no claim can be initiated against Codata Services.

### 11.3. - Details / Invoices

A confirmation email is sent to the Client as soon as the download link of his order is online.

One invoice is sent for each order validated by the Client on the ordering site or on the estimate. Each invoice is sent by email. The company Codata Services does not send paper invoices to the Client. This invoice summarises the order detail: price of the files, management fees, shipping costs and VAT.

The company Codata Services disclaims all responsibility for any incident that might occur during downloading, for non-delivery or for any damage to the delivered contents that would result from a service provider of Codata Services, from a third party, or from the Client's mail server or computer equipment.

## 12 - Contents of files

The contents of files being ordered are in any case described on the websites of Codata Services or on the estimate sent to the Client.

The Client declares that he is fully informed and agrees to waive claim if the delivered file corresponds to the announced contents.

## 13 - Litigation - Attribution of jurisdiction

Should any difficulty relating to the interpretation or performance of the present terms arise, the parties agree to attempt to resolve this issue amicably. In the event of any dispute, the parties expressly agree to give jurisdiction to the Commercial Court of Namur, even in case of summary judgment or multiple defendants.

In this context, the parties expressly agree that they are mutually bound exclusively by the French version of the present general licence terms. This translated version is provided for information purposes only in order to facilitate understanding between the parties.

## Client's identity

Company / Firm: .....

Address: .....

Postcode: .....

City: .....

Country: .....

VAT number: .....

Represented by Mr/Ms: .....

Title: .....

## Choice of licence:

- Annual licence to use without Reproduction Rights or Integration Rights* such as defined in article 3.1 in the present terms. Subscribing to this licence commits the taker to confidentiality and to the non-disclosure of Codata data apart from the above mentioned Company/Firm.
- Annual licence to use with Reproduction Rights* such as defined in article 3.2 in the present terms.
- Annual licence to use with Integration Rights* such as defined in article 3.3 in the present terms.

(We shall gladly help you choose the licence that meets your needs.)

## Acceptance of the General Licence Terms

Done at ....., On ..... / ..... / 20.....

Signature  
(preceded by the handwritten words  
"Acceptance, Read and Approved")

Company stamp