Jane’s
LICENSE AGREEMENT

This License Agreement ("Agreement") is by and between Jane’s Information Group, Limited, a company incorporated in England with registered offices at 163 Brighton Rd, Coulsdon, Surrey, CR5 2YH, UK ("Jane’s"), and the party set forth in Schedule A attached hereto ("Licensee").

I. LICENSE
Subject to the provisions hereof, Jane’s hereby grants to Licensee a non-sublicensable, non-transferable, non-exclusive, limited license, during the term of this Agreement, to use the Data solely for the use(s) described in Schedule A (the “Permitted Usage”) and in accordance with the terms and conditions of this Agreement.

II. DELIVERY; UPDATES
Jane’s will deliver or make available to Licensee the Data in the format described in Schedule A. Jane’s shall make available to Licensee updates to the Data as such updates are generally made available to customers. Jane’s shall not be responsible for the procurement, installation or maintenance of any equipment on which the Data is accessed or used by Licensee unless specified on Schedule A.

III. USE RESTRICTIONS

3.1 The Data may be used solely by Licensee and the authorized users identified on Schedule A (the “Authorized Users”) and only by the specified number of users at the location(s) as set forth on Schedule A. Licensee shall inform Authorized Users of the restrictions set forth herein. Licensee shall ensure that its Authorized Users comply with the terms and conditions set forth herein. Licensee shall remain responsible for the acts and omissions of its Authorized Users.

3.2 Licensee agrees that it shall treat the Data as proprietary to Jane’s and will keep the Data strictly confidential. Licensee shall inform Jane’s as to its knowledge of any actual, threatened or suspected unauthorized use or disclosure of the Data and shall take all steps reasonably necessary (or requested by Jane’s) to protect the rights of Jane’s related thereto.

3.3 Except as expressly permitted herein, Licensee will not: (a) copy the Data (including, without limitation, to a mainframe central processing unit) unless internal controls are implemented to ensure that the Data is not accessed by unauthorized individuals or used for purposes not expressly authorized hereunder; (b) alter, modify or adapt the Data including, but not limited to, translating, decompiling, disassembling or creating derivative works of the Data; or (c) resell or otherwise transfer or make the Data available to any other person or organization.

3.4 Licensee agrees to include in all materials containing the Data (both electronic and written), as practicable, a credit identifying Jane’s as the source of the Data in the format ©Jane’s Information Group [current year].

3.5 Licensee acknowledges that a breach of its obligations under this Agreement, other than any payment obligations hereunder, will result in irreparable and continuing damage for which monetary damages may not be sufficient, and agrees that Jane’s will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction. All remedies of Jane’s set forth in this Agreement are cumulative and in addition to and not in lieu of any other remedy of Jane’s at law or in equity.

3.6 An authorized officer of Licensee shall certify in writing annually that Licensee is in compliance with its obligations and the restrictions set forth in this Article III.

3.7 Licensee agrees to use the Data only for the Permitted Usage and in accordance with all applicable laws, rules and regulations. Except as expressly set forth herein, Licensee shall have no other rights or license of any kind with respect to the Data.

IV. FEES

4.1 In consideration of the license granted hereunder, Licensee agrees to pay the charges set forth in Schedule A. Licensee shall pay interest computed at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is lower, on any amounts due hereunder that are remitted more than thirty (30) days late. All charges are due as specified on Schedule A.

4.2 Licensee shall be responsible for and shall promptly pay all applicable taxes arising as a result of this Agreement, other than taxes based on Jane’s income.

V. TERM; TERMINATION

5.1 The term of this Agreement shall commence on the effective date set forth in Schedule A (the “Effective Date”) and shall continue for the initial term set forth in Schedule A, unless earlier terminated as provided
5.2 This Agreement may be terminated by either party upon written notice if the other party fails to cure any material breach of the terms or this Agreement within thirty (30) days after receipt of such written notice. There shall be no right to terminate this Agreement prior to its expiration except as described in the preceding sentence.

5.3 Upon the expiration or termination of this Agreement, Licensee shall immediately cease all use of the Data, remove the Data from all servers on which it has been saved and return to Jane’s all copies of the Data or destroy such Data and certify to its destruction in writing.

VI. DISCLAIMERS; LIMITATION OF LIABILITY

6.1 THE DATA IS PROVIDED TO LICENSEE "AS IS" AND NEITHER JANE'S, ITS AFFILIATES NOR ANY OF ITS INFORMATION PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND TO LICENSEE OR ANY THIRD PARTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA, THE TIMELINESS THEREOF, THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FURTHER, JANE'S EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 IN NO EVENT SHALL JANE'S BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF LICENSEE OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT JANE'S HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. JANE'S TOTAL LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE TOTAL FEES PAID BY LICENSEE HEREUNDER. NOTHING IN THIS AGREEMENT SHALL LIMIT OR RESTRICT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

7.2 Exceptions to Jane’s Indemnity. Notwithstanding anything to the contrary in this Agreement, Jane’s shall have no liability or obligation to Licensee under Section 7.1 if any such claim or action arises from or in connection with: (a) any negligent act or omission by any Licensee Indemnified Party; (b) Licensee's modification of the Data; (c) Licensee's use of the Data in combination with any software or other product or material not provided by Jane’s; or (d) Licensee's use of the Data other than as set forth in this Agreement.

7.3 Licensee Indemnity. Except as set forth in Section 7.1 and subject to Section 7.4, Licensee agrees to indemnify, defend and hold harmless Jane’s and its officers, directors, managers and employees (collectively, the "Jane's Indemnified Parties") from and against any claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys', arising in any manner out of (a) Licensee's or any third party's use of, or inability to use, the Data, and (b) any breach by Licensee of any provision contained in this Agreement.

7.4 Indemnification Procedures. The indemnified party shall promptly notify the indemnifying party of any such claim or action (although failure to do so will only relieve the indemnifying party of its obligations hereunder to the extent the indemnifying party was prejudiced thereby). The indemnified party shall reasonably cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of any such claim or action. The indemnifying party shall have full control over the defense and settlement of any such claim or action, subject to this Section 7.4. The indemnified party shall have the right, at its own expense, to participate in the defense of any such claim or action. The indemnifying party shall have total control over all negotiations for the settlement or compromise of a claim or action which such party is required to defend and/or handle under this Article VII, provided that such settlement or compromise is solely monetary in nature.
VIII. PROPRIETARY RIGHTS
Licensee acknowledges that: (a) the Data constitutes copyrighted, trade secret, and/or proprietary information of substantial value to Jane’s; (b) Licensee receives no proprietary rights whatsoever in or to the Data; and (c) title and ownership rights in and to the Data and all the rights therein and legal protections with respect thereto remain exclusively with Jane’s.

IX. ASSIGNMENT
This Agreement shall not be assigned or transferred by Licensee without prior written consent of Jane’s, and any attempt by Licensee to so assign or transfer this Agreement without such written consent shall be null and void. Jane’s may assign this Agreement without Licensee’s consent. This Agreement shall be valid and binding on the parties hereto and their successors and permitted assigns.

X. RELATIONSHIP OF THE PARTIES
The parties are independent contractors. Nothing in this Agreement will be construed to constitute or appoint either party as the agent, partner, joint venturer or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

XI. GOVERNING LAW
This Agreement shall be governed by, and construed in accordance with, the laws of the United Kingdom without regard to its conflict or choice of laws principles.

XII. NOTICES
All notices given under this Agreement must be in writing, sent to the address first set forth above or to such other addresses as a party may designate under this Article XII, by certified mail (return receipt requested), overnight courier or personal delivery.

In Witness Whereof, the parties have caused this Agreement to be executed as of the Effective Date.

Jane’s Information Group, Limited

By:__________________________
Name:________________________
Title:________________________

Licensee

By:__________________________
Name:________________________
Title:________________________