

## General Terms and Conditions

### PREAMBLE

Through the PLATFORM available at <https://www.OpenDataSoft.com>, OpenDataSoft provides Software as a Service ("SaaS") solutions that work with open data portals, internal data references, smart city platforms, and data marketplaces to provide:

Processing and publication of datasets for systems management;

Use and visualization of data for the Users; and

Reuse of data via simple and powerful APIs for developers.

The purpose of these general terms and conditions of use (hereinafter the "GTCs") is to define the conditions of access and use of the OPENDATA platform of VALLOUREC TUBES (hereinafter the "DOMAIN") accessible online by the following link:

<https://opendata.vallourec.com>

These GTCs apply to you, as a user of the DOMAIN, published by Vallourec Tubesa French Société par action simplifiée à associé unique with capital of €1 503 948 690,00 registered as n° 411 373 525 at the Nanterre Company Register, whose headquarters are located: sis 27 Avenue du Général Leclerc 92100 Boulogne-Billancourt, France (hereinafter THE COMPANY). The purpose of this document is to provide you with information on your rights and obligations in relation to the use of the functionalities offered through the DOMAIN.

Important ANY USE OF THE DOMAIN, FOR ANY PURPOSE, REQUIRES ACCEPTANCE BY THE USER WITHOUT RESERVATION OF THESE GENERAL TERMS AND CONDITIONS (GTCs).

The USER cannot access the DOMAIN if he does not accept the GTCs.

Access to the DOMAIN is in principle free of charge, excluding connection costs. The BENEFICIARY freely chooses the services and shared information to which it wishes to access.

Any parts of the DOMAIN giving access to paid services shall be preceded by clear and unambiguous information.

### ARTICLE 1. DEFINITIONS

The terms listed below, as used in these GTCs, have the following meanings:

**BENEFICIARY:** means the end USER who connects to the DOMAIN and who has been granted a right of access to DATASETS published by the COMPANY.

**DATASETS:** means data produced by THE COMPANY, published on the PLATFORM, and made available to all or some categories of USERS, depending on THE COMPANY's subscription and the licenses the COMPANY has granted.

**DOMAIN:** means the domain name <https://opendata.vallourec.com> that THE COMPANY has registered in connection with its subscription, on which it can publish its DATASETS. Specific DOMAINS can also be registered subject to conditions (e.g., use of a HTTPS certificate to secure access to this domain using private key, and possible intermediate certificates).

**OPENDATASOFT PLATFORM:** means the platform OPENDATASOFT publishes, including all its graphic, audio, visual, software and textual components. The OPENDATASOFT PLATFORM is the exclusive property of OPENDATASOFT. It is accessible at <https://www.opendatasoft.com/fr/>.

**OPEN LICENSE:** means the type of LICENSE that applies to DATASETS published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM or otherwise accessible by BENEFICIARIES, without restriction, unless THE COMPANY clearly and conspicuously discloses to BENEFICIARIES accessing the DATASET different license terms that apply. DATASETS published by THE COMPANY with an OPEN LICENSE confer upon BENEFICIARIES a royalty-free, non-exclusive, worldwide, perpetual right of access and use. The right of use includes: reproduction, reuse, publication, dissemination, adaptation, modification, extraction and exploitation of DATASETS.

**PRIVATE LICENSE:** means the specific LICENSE applicable to DATASETS published by THE COMPANY through its DOMAIN, the terms of which are specified by THE COMPANY and published to BENEFICIARIES.

**PUBLIC SPACE:** means the areas of the OPENDATASOFT PLATFORM that are freely accessible to all categories of USERS.

**USER:** means all kinds of users, either a BENEFICIARY or a THE COMPANY.

**API (Application Protocol Interface) :** technology made available on its product by OpenDataSoft and allowing a user who has created an account on one of the platforms made available by OPENDATASOFT to consume the data from a third-party environment/application, without visiting the portal directly.

## **ARTICLE 2. PURPOSE OF GTCs – CONTRACTUAL DOCUMENTS- DOMAIN ACCESS**

These GTCs, entered into between THE COMPANY, on the one hand, and the BENEFICIARY, on the other hand, (hereinafter collectively referred to as the "PARTIES") define the respective rights and obligations of each PARTY in connection with the use of all the functions offered by the DOMAIN. These GTCs form the common base of the contractual relationships and are supplemented by the OPEN and PRIVATE LICENSES

offered for each DATASET.

Some services on the DOMAIN require specific identification and authorization methods, based on an access code and a password, including:

- Higher data consumption quotas;
- Create and save graphical analyses and maps using the solution integrated into the portal and provided by OPENDATASOFT;
- Use the API service.

These access codes and passwords are confidential, personal, non-transferable and incommunicable. You are responsible for their management and safekeeping, and for the consequences of their use. You therefore undertake to keep them safe, not to disclose them in any form whatever, and not to allow any other person to use your access codes and passwords to access these services. The COMPANY may under no circumstances be held liable for any fraudulent use.

The COMPANY is only obligated to use commercially reasonable efforts to perform its obligations. The COMPANY is in no way responsible for any interruptions and the consequences that may result for the USER or any third party.

The Company provides its services on an "as is" basis and without any guarantee as to the operation or availability of the portal, nor as to the accuracy, precision or correct updating of the data on the portal.

The COMPANY reserves the right to suspend, interrupt or limit, without prior notice, access to all or part of the DOMAIN, in particular for maintenance and updates necessary for the proper functioning of the DOMAIN and related equipment, or for any other reason, including technical.

### **ARTICLE 3. CONDITIONS OF ACCESS & REGISTRATION**

#### **(i) Acceptable Use Policy ("AUP") - General Obligations of BENEFICIARIES**

In the context of using the DOMAIN, BENEFICIARIES undertakes not to violate public order and to comply with the existing laws and regulations, respect the rights of third parties and the provisions of this GTCs.

Each BENEFICIARY shall:

act fairly and with diligence towards THE COMPANY, OPENDATASOFT and third parties;

provide only truthful information to THE COMPANY and, if applicable, to other USERS;

use the OPENDATASOFT PLATFORM and the DOMAIN for the purposes described in these GTCs;



not use the OPENDATASOFT PLATFORM and/or the DOMAIN to commit crimes, offenses, or infractions or otherwise violate applicable law;

not use the OPENDATASOFT PLATFORM and/or the DOMAIN to direct USERS toward another site or a competing service;

respect the private life of third parties and the confidentiality of exchanges; and

not seek to affect the data processing system implemented to operate the OPENDATASOFT PLATFORM and the DOMAIN in breach of article 323-1 and seq. of Criminal Code.

In addition to the foregoing and in accordance with the Act of July 29, 1881 on freedom of the press, the BENEFICIAIRY shall not disseminate messages or information that:

criticize THE COMPANY or OPENDATASOFT;

are at variance with public order and good morals;

are slanderous, defamatory, racist, xenophobic, involve Holocaust denial, or pose an assault on the honor or reputation of others;

incite discrimination, hatred of a person or a group of persons because of their origin or sexual orientation, or their belonging or not belonging to a particular ethnic group, nation, race, or religion;

threaten a person or group of persons;

are of a pedophile nature;

incite people to commit a crime or act of terrorism, or justify war crimes or crimes against humanity;

incite people to commit suicide;

enable copyright infringement or unauthorized access to software serial numbers, intrusion to computer and telecommunications systems, dissemination of viruses and other malware, and any software facilitating the invasion or infringement of others' rights or the safety of persons or property; or

promote the sale of, or investment in, property, goods, or services (e.g., prospectuses, soliciting, prostitution).

On DATASETS, BENEFICIARIES shall:

strictly comply with the terms of the OPEN or PRIVATE LICENSE, or the license corresponding to the DATASET that is accessed via THE COMPANY DOMAIN. Each BENEFICIARY must review the applicable LICENSE for each DATASET before downloading or extracting any data; and

always accurately attribute the source(s) of DATASETS when reusing all or any part thereof.

## **(ii) Use of the DOMAIN**

The <https://opendata.vallourec.com> portal provides access to the download of the COMPANY's open data sets.

The DOMAIN allows the BENEFICIARY to consult and recover data exposed in OPENDATA by the COMPANY. The use of this data is conditioned cumulatively to the acceptance of the present GTCs and also to the obligation of the BENEFICIARY to respect the license(s) attached to each dataset published on the portal.

The data sets can be viewed/downloaded via APIs or directly via the WEB interface.

The BENEFICIARY nevertheless declares that it is fully aware that the data are not protected against any form of intrusion, including by means of hacking. The BENEFICIARY acknowledges that it is impossible to guarantee total security of the data transmitted.

Consequently, the COMPANY cannot be held liable for any incidents that may result from this transmission. It is the BENEFICIARY's responsibility to take all necessary measures to preserve the confidentiality of the data transmitted.

## **(iii) General obligations of THE COMPANY**

In the context of provision of its DOMAIN, THE COMPANY shall:

strictly comply with all applicable laws and regulations and in particular with French Data Protection Act of 6th January 1978;

not infringe the rights of third parties, and particularly the intellectual property rights of third parties, at the time of the establishment, dissemination, or manipulation of DATASETS created through the account opened on the OPENDATASOFT PLATFORM.

THE COMPANY is solely and exclusively liable for its use of the OPENDATASOFT PLATFORM. By way of example and not limitation, THE COMPANY is solely liable for the DATASETS published on the OPENDATASOFT PLATFORM and for its relationships with the BENEFICIARIES, OPENDATASOFT being merely in this context a technical intermediary.

## **ARTICLE 4. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

### **(i) General principles**

The BENEFICIARY is solely and exclusively liable for its use of the DATASETS, and more generally of any content published on the DOMAIN. THE COMPANY shall not be liable for any damage caused by the use of all or part of the DATASETS or content published on the DOMAIN.

OPENDATASOFT shall have no liability for any third-party site, including those accessible by hyperlink text, or DOMAIN created by THE COMPANY, which USERS may access via the OPENDATASOFT PLATFORM.

THE COMPANY shall have no liability for: - abnormal use or illicit operation of the DOMAIN; - use of the DOMAIN in violation of these GTCs; - any interruption or unavailability of the DOMAIN because of technical maintenance operations or disruption caused by web-based network outside THE COMPANY's control; - incomplete, out-of-date, erroneous, or misleading DATASETS; - lack of compatibility of the DOMAIN with BENEFICIARY's hardware or software, for which the BENEFICIARY is solely responsible.

THE COMPANY is only obligated to use commercially reasonable efforts to perform its obligations hereunder; it does not warrant, represent, or guarantee full, complete, or perfect performance.

The BENEFICIARY will be able to engage THE COMPANY's liability once he will have notified the alleged failure through a registered letter with acknowledgment of receipt and if THE COMPANY does not answer within thirty (30) days of the date of receipt. Either way, THE COMPANY shall only be liable in case of proven fault.

Furthermore, by the very nature of the Internet (interconnection of a multitude of independent users interacting with each other), no one can guarantee the overall functioning of networks from start to finish. THE COMPANY will under no circumstances be held liable for any loss it is not the direct cause.

Regardless of the legal action nature, THE COMPANY will under no circumstances be held liable for an indirect damage of any kind, including without limitation, damages for lost profits, advantage, savings or revenues, third party loss, or action intended against the BENEFICIARY and its consequences, related to these GTCs or its enforcement. The BENEFICIARY is solely responsible for any loss, direct or indirect, material or immaterial, it or any of its employees causes to THE COMPANY, to OPENDATASOFT or to third parties in connection with BENEFICIARY'S use of the OPENDATASOFT PLATFORM, the DOMAIN and its functionalities.

It is expressly agreed between the PARTIES that the stipulations of this clause shall continue to apply even in the case of expiration or termination of this agreement.

In addition, the COMPANY does not guarantee that its servers are free of viruses and other harmful components. It is therefore the BENEFICIARY's responsibility to take all appropriate measures to protect its own data and/or software from contamination by any viruses circulating on the Internet network.

The COMPANY endeavours to provide as accurate information as possible on the DOMAIN. However, the COMPANY cannot be held liable for omissions, inaccuracies and deficiencies in the update, whether caused by the COMPANY or by third parties who provide it with this information.

## **(ii) ISP Status**

As hosting provider under article 6 | 2) of Confidence in the Digital Economy Act of June 21, 2004, OPENDATASOFT undertakes to remove promptly any content that is manifestly illicit as soon as it shall have knowledge thereof. OPENDATASOFT may remove or disable access to any content without prior notice in connection with illegal content, where the content may disrupt or threaten the SERVICES, pursuant to the Confidence in the Digital Economy Act of June 21, 2004 ("CDEA") or as required to comply with law or any judicial, regulatory, or other governmental order or request. The prior notice of manifestly illicit content may be directed to [contact@opendatasoft.com](mailto:contact@opendatasoft.com) or with acknowledge receipt letter in respect with the procedure pursuant article 6 | 5 of CDEA.

USERS acknowledge that OPENDATASOFT does not guarantee the validity, accuracy, or completeness of the DATASETS or other content disseminated by THE COMPANY via their DOMAIN or via the PUBLIC SPACE.

THE COMPANY is solely liable for the DATASETS, content, and services they offer BENEFICIARIES via the OPENDATASOFT PLATFORM.

## **ARTICLE 5. INTELLECTUAL PROPERTY**

The BENEFICIARY undertakes not to infringe the intellectual property rights (copyright and related rights protection, sui generis right of the database producer, trademark rights, domain names, etc.) of the COMPANY and/or any third party.

The BENEFICIARY acknowledges that:

the OPENDATASOFT PLATFORM and all its components are the exclusive property of OPENDATASOFT, and

that data published on the DOMAIN are THE COMPANY's property.

Except for data published on the DOMAIN, the brands, logos, slogans, graphic elements, photographs, animations, videos, software, databases, and texts created, published, or recorded by OPENDATASOFT are the exclusive property of OPENDATASOFT, and cannot be reproduced, used or represented without express prior written authorization of OPENDATASOFT, under penalty of legal prosecution.

Any total or partial representation of the OPENDATASOFT PLATFORM, of the DOMAIN or its components, by any means whatsoever, without the express prior authorization of OPENDATASOFT or, as the case may

be, of THE COMPANY, with respect to DATASETS disseminated by their actions, is strictly prohibited, and shall constitute copyright infringement pursuant to Articles L. 335-2 and seq. and L. 713-1 and seq. of Intellectual Property Code.

Moreover, THE COMPANY expressly prohibits the following:

extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the DOMAIN, by any means and in any way whatsoever, unless the party committing this extraction is acting in accordance with the terms of a valid LICENSE granted by OPENDATASOFT or THE COMPANY;

the reuse, through making available to the public of all or a qualitatively or quantitatively substantial part of the DOMAIN, in any way whatsoever, unless the party committing this reuse is acting in accordance with the terms of a valid LICENSE granted by OPENDATASOFT or THE COMPANY.

The whole of the DOMAIN and its content, including but not limited to texts, brands, logos, visual identity, design, photographs, videos, software, databases, downloadable documents, and any other information or medium presented on the DOMAIN, are protected by their copyright, trademarks or patents or any other intellectual or industrial property right recognized by current law. They are the property of the COMPANY or the third parties that have authorized the COMPANY to use them. Any use, reproduction, representation, or modification, using any procedure whatever and on any medium whatever, of all or part of the content of the DOMAIN is strictly prohibited for external use without the prior, written agreement of the COMPANY, and constitutes an offense of counterfeiting. The brands and logos featuring on the DOMAIN are registered trademarks and belong to the COMPANY or to third parties. Any full or partial reproduction or representation, whether as stand-alone items or incorporated into other elements, is strictly prohibited without the prior, express and written agreement of the COMPANY or third parties, as applicable.

## **ARTICLE 6. SERVICE AVAILABILITY**

The DOMAIN is accessible 24 hours a day, 7 days a week, except in cases of force majeure or events beyond the COMPANY's control.

However, the COMPANY may decide to interrupt the service for technical maintenance or updating purposes necessary for the proper functioning of the DOMAIN and related equipment, or for any other reason, and such access to all or part of the DOMAIN may be suspended without prior notice from the BENEFICIARY.

The BENEFICIARY is informed that the COMPANY may terminate or modify the characteristics of the services offered on the DOMAIN at any time, without notice and without the BENEFICIARY having recourse against the Company

## **ARTICLE 7. PROTECTION OF PERSONAL DATA**



The COMPANY undertakes to comply with the applicable rules in this area, notably French law no. 78-17 of 6 January 1978 on computing, files and liberties, and Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016. If you would like to know more about the DOMAIN's privacy policy, you can consult it, at any time, by clicking on the link "privacy policy" at the bottom of each page on the DOMAIN.

#### **ARTICLE 8. FORCE MAJEURE**

Any failure to perform or partial performance by THE COMPANY shall be excused to the extent that it arises in connection with a case of force majeure as defined by French Courts (i.e., matters beyond THE COMPANY'S reasonable control), including without limitation hacking, unavailability of materials, supplies, hardware, peripherals, personal or other equipment; interruption, suspension, reduction, or disruptions of electricity or other inputs, or any interruptions of electronic communications networks.

#### **ARTICLE 9. GENERAL PROVISIONS**

The COMPANY reserves the right to update and amend these GTCs at any time. BENEFICIARIES accessing the DOMAIN shall be bound by the version of the GTCs in effect at the time of such access.

No instruction or document not expressly contained in these GTCs shall have any applicability or effect, unless contained in a separate written agreement between the PARTIES.

This agreement between the PARTIES does not create any agency or employment relationship. The relationship between the PARTIES is that of independent contractors, vendor and customer.

The fact that one of the PARTIES may not have enforced one of the clauses of these GTCs shall not be construed as a waiver of said clause.

In the event of any difficulty of interpretation among any of the titles appearing in the article headings, and any one of the articles themselves, the titles will be deemed non-existent.

If any provisions of these GTCs is found to be unenforceable by a court of competent jurisdiction, it will be deemed inapplicable, but this will not in any way affect the validity of the other clauses, which shall remain fully applicable.

#### **ARTICLE 10. APPLICABLE LAW**

These GTCs are governed by French Laws.

In the event of disputes arising between the PARTIES regarding the interpretation, execution, or termination of these GTCs, the PARTIES shall strive to reach an amicable settlement through informal negotiations, failing which either PARTY may submit the dispute to Courts.

FAILING AN AMICABLE SETTLEMENT WITHIN (1) ONE MONTH OF THE RECEIPT OF A FORMAL LETTER WITH ACKNOWLEDGE RECEIPT, THE PARTIES MAY SUBMIT THE DISPUTE TO PARIS COURT OF APPEAL WHICH HAS EXPRESS AND FULL JURISDICTION INCLUDING INTERLOCUTORY PROCEEDING.

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APPENDIX 1

**Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International Public License**

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

**Section 1 – Definitions.**

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section [2\(b\)\(1\)-\(2\)](#) are not Copyright and Similar Rights.
- c. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- d. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- e. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.

f. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.

g. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.

h. **NonCommercial** means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.

i. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

j. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

k. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

## Section 2 – Scope.

### a. License grant.

1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:

A. reproduce and Share the Licensed Material, in whole or in part, for NonCommercial purposes only; and

B. produce and reproduce, but not Share, Adapted Material for NonCommercial purposes only.

2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.

3. Term. The term of this Public License is specified in Section [6\(a\)](#).

4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications

necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section [2\(a\)\(4\)](#) never produces Adapted Material.

#### 5. Downstream recipients.

*A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.*

*B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.*

6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section [3\(a\)\(1\)\(A\)\(i\)](#).

#### b. **Other rights.**

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2. Patent and trademark rights are not licensed under this Public License.

3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

### **Section 3 – License Conditions.**

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

#### a. **Attribution.**

1. If You Share the Licensed Material, You must:

A. retain the following if it is supplied by the Licensor with the Licensed Material:

i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);

ii. a copyright notice;

iii. a notice that refers to this Public License;

iv. a notice that refers to the disclaimer of warranties;

v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;

B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and

C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

For the avoidance of doubt, You do not have permission under this Public License to Share Adapted Material.

2. You may satisfy the conditions in Section [3\(a\)\(1\)](#) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

3. If requested by the Licensor, You must remove any of the information required by Section [3\(a\)\(1\)\(A\)](#) to the extent reasonably practicable.

#### **Section 4 – Sui Generis Database Rights.**

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

a. for the avoidance of doubt, Section [2\(a\)\(1\)](#) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database for NonCommercial purposes only and provided You do not Share Adapted Material;

b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and

c. You must comply with the conditions in Section [3\(a\)](#) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section [4](#) supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

#### **Section 5 – Disclaimer of Warranties and Limitation of Liability.**

**a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.**

**b. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.**

c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

#### **Section 6 – Term and Termination.**

a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.

b. Where Your right to use the Licensed Material has terminated under Section [6\(a\)](#), it reinstates:

1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or

2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section [6\(b\)](#) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.

d. Sections [1](#), [5](#), [6](#), [7](#), and [8](#) survive termination of this Public License.

#### **Section 7 – Other Terms and Conditions.**

a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

#### **Section 8 – Interpretation.**

a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.

b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.

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