



# "Codata Explorer" - General Subscription and Licence Terms

*The Legal Notice available on the "WEBSITE", the General Subscription and Licence Terms, the estimate, the invoice and the possible Special Terms represent all agreements binding the two contracting parties and replace any previous contract or agreement.*

## 1 - Definitions

1.1. - "MEMBER": any natural or legal person, in his capacity as professional, who has subscribed to a "SUBSCRIPTION" by "CODATA", either via an online subscription request form or by any other means.

1.2. - "SUBSCRIPTION": licence given by "CODATA" allowing the entire use of the "SERVICE" by granting one or several accesses depending on the individual case.

1.3. - "SERVICE": the access service to the "WEBSITE" via "CODATA" servers allowing "MEMBERS" to view "CARTOGRAPHIC LAYOUTS" and data proposed by "CODATA" on the Internet.

1.4. - "CODATA DATABASE": database that is developed, managed and updated by "CODATA".

- 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.

1.5. - "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 chosen by "CODATA".

1.6. - "CARTOGRAPHIC LAYOUTS": the original maps designed by "CODATA" allowing the "MEMBER" to localise locations as well as the geographical maps available on the "WEBSITE".

1.7. - "WEBSITE": the Internet site named "CODATA EXPLORER" whose domain names belong to "CODATA". It allows the "MEMBER", who is connected to the Internet, to have access to and view "CODATA DATABASES", "CARTOGRAPHIC LAYOUTS" and retail real estate offers. It also allows him to submit his professional profile and his retail real estate offers to other "MEMBERS" or to benefit from the various services provided by "CODATA". These services are provided under the terms presented in the present General Subscription and Licence Terms.

1.8. - "SINGLE LOCATION": the location where the "MEMBER" logs in to the "SERVICE" for the first time, commonly admitted as the exclusive connection location by the parties.

1.9. - "LEGAL ENTITY": any legal or natural person endowed with legal capacity or legally entitled in his own name to be holder of rights or obligations of any kind, to sign contracts and to go to court.

1.10. - "CODATA": The company CODATA SERVICES SA, referred to as "CODATA" in the present contract and on the "WEBSITE", is a limited liability company that comes under Belgian law with a capital of 300,000.00-€. It is registered in the 'Banque-Carrefour des Entreprises' under the company registration number 0505.976.645, 'Registre des Personnes Morales' (Register of Legal Entities) of Namur - Belgium. Its registered office is located in 143-145, Avenue

Bourgmestre Jean Materne 5100 Namur - Jambes in Belgium. Its intra-community VAT number is BE.0505.976.645. CODATA is designer and producer of "CODATA DATABASES", "CARTOGRAPHIC LAYOUTS" and data available on the "WEBSITE".

## 2 - Subject matter

The aim of the present document is to settle the "SUBSCRIPTION" terms to the "SERVICE", the terms of access to the "WEBSITE" "CODATA EXPLORER" and the terms of use of functionalities and data put at the "MEMBERS" disposal.

## 3 - Subscription - Licence - Use of the service

3.1. - "CODATA" grants the "MEMBER" a licence to fully use its "SERVICE" in accordance with the terms provided for in the present document and its possible Special Terms.

3.2. - The "SUBSCRIPTION" gives the "MEMBER" a general access to the "SERVICE", after he has:

- Paid the "SUBSCRIPTION" total amount mentioned on the estimate that "CODATA" shall have previously sent;
- Signed for approval, dated and returned to "CODATA" the General Subscription and Licence Terms, the possible Special Terms and the estimate that "CODATA" shall have previously sent.

3.3. - This signature for approval shall de facto lead to the acceptance and the enforcement of the present terms and of all agreements reached between the parties.

3.4. - Depending on his needs, the "MEMBER" subscribes by the present document to:

- a) A "SUBSCRIPTION" allowing
  - Either one single access right to the "SERVICE" corresponding to the subscribed commercial option;
  - Or allowing one main access right and a number of extra access rights - determined by the number of users the "MEMBER" declares - to the "SERVICE".
- b) A credit use of the "SERVICE", with or without option, expressed in "CODATA UNITS".

3.5. - Any single, main or extra access right enables the "MEMBER" to use the "SERVICE". The "SERVICE" is strictly reserved for "MEMBERS" and "MEMBERS" only. The "MEMBERS" receive a personal username and a personal password. These username and password are confidential and non-transferable, even free of charge.

3.6. - The "MEMBER" shall have to use the "SERVICE" from a "SINGLE LOCATION". The "MEMBER" may occasionally use the "SERVICE" in another location provided that he previously informs "CODATA". "CODATA" shall have to agree to this relocated use whatever it may be.

3.7. - If the "MEMBER" uses the service in another location than the "SINGLE LOCATION" without "CODATA's" approval, "CODATA" reserves the right to suspend the subscription without previous notice as long as "CODATA" wishes or to immediately cancel the subscription. In that case, "CODATA" shall inform the "MEMBER" of its motivated decision by recorded delivery with acknowledgement of receipt.

3.8. - The "MEMBER" acknowledges that he is aware of the limits and features of the Internet and commits himself to take all necessary measures to:

- (a) Access the "WEBSITE" by means of the Internet;
- (b) Protect his username and password given by "CODATA";
- (c) Protect data and computers against infection by a computer virus.

3.9. - "CODATA" cannot be held responsible for any reparations of damage which could be inflicted on the "MEMBER" by computer virus.

3.10. - The "MEMBER" is responsible for the use of the "SERVICE". Furthermore, the "MEMBER" secures "CODATA" against prejudicial consequences of any fraudulent use of the "SERVICE" resulting from himself or from someone

he is answering for. In case of non respect of this clause, compensation can be claimed by "CODATA" or by the concerned parties.

3.11. - In particular, the "MEMBER" assures that all data available on the "WEBSITE" about him is not confidential, is correct, does not mislead and does not infringe the rights of a third party.

3.12. - The access right the "SERVICE" granted to the "MEMBER" is exclusive and non-transferable, even free of charge. The use of the "SERVICE" is strictly reserved for "MEMBERS" for their professional use.

## 4 - Evolution of the service

4.1. - "CODATA" reserves the right to adapt, modify the terms of use of the "SERVICE" as well as to add or remove services. The "MEMBER" acknowledges this right to "CODATA" and does not allow himself to claim any subscription suspension or cancellation, damages or any compensation on these grounds.

4.2. - In case of absolute necessity or of fortuitous events or of any external reasons beyond its control, "CODATA" reserves the right to permanently stop the supplying of the "SERVICE" by means of a six month's notice notified online or in writing. Should "CODATA" permanently stop the supplying of the "SERVICE", "CODATA" would pay back the subscription price to the "MEMBER" proportionally to the balance of services to provide on the current subscription.

## 5 - Prices and terms of payment

5.1. - The "SUBSCRIPTION" price for a first subscription and the price for its renewal are those in force on the subscription or renewal date.

5.2. - The "SUBSCRIPTION" price covers the following fees for the subscription period:

- (a) "MEMBER" registration fees (client records), the first access and if need be, extra access rights (username(s) and password(s)), the access and the use of the "SERVICE". Connection fees to the Internet shall be exclusively borne by the "MEMBER";
- (b) Consulting, data requests, display of lists, "CARTOGRAPHIC LAYOUTS" and data.

5.3. - Any delay in payment of any amount due by the "MEMBER" shall result in the enforcement of the Belgian law of the 2<sup>nd</sup> August 2002 transposing the European directive 2000/35/CE on combating late payment in commercial transactions and on payment of interests at the legal rate in force in Belgium. The "MEMBER" shall inevitably have to pay without prejudice to "CODATA's" decision to cancel the "SUBSCRIPTION" in accordance with the present terms.

## 6 - Property - Licence - Reproduction - Integration

### 6.1. Principles

6.1.1 - "CODATA DATABASE", whose exclusive producer and one and only owner is "CODATA", 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.

6.1.2. - As designer and producer of "CARTOGRAPHIC LAYOUTS", of "CODATA DATABASE" and of all information available on the "WEBSITE", "CODATA" is protected by the legislation in force regarding intellectual property. More specifically for the Benelux, "CODATA" is protected by the Benelux uniform law regarding trademarks, by the law of 31<sup>st</sup> August 1998 regarding the protection of database producers and the law of 30<sup>th</sup> June 1994 regarding copyright and neighbouring rights. For France, "CODATA" is protected by the law 98-536 of 1<sup>st</sup> July 1998 transposing the European directive 96/9/CE of 11<sup>th</sup> March 1996 on the legal protection of databases as well as the articles L.713-2, L.341-1 and the following articles of the Intellectual Property Code.

6.1.3. The "SUBSCRIPTION" to the "SERVICE" allowing access to the "WEBSITE" gives the "MEMBER" a licence for personal, non-exclusive and non-transferable use to consult all or part of "CODATA DATABASE". Within this framework, the "MEMBER" 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 "MEMBER". "CODATA DATABASE" remains property of "CODATA" or of its authors, regardless of the form, language and medium.

The "MEMBER" commits himself to not impair the intellectual property rights of "CODATA", whether directly or indirectly via third parties.

The "MEMBER" commits himself and assures "CODATA" that:

- (a) He shall respect in every respect all provisions regarding intellectual property;
- (b) He shall respect "CODATA's" copyright, producer's rights, trademarks or private rights. "CODATA" is a protected registered trademark. Thereof, the "MEMBER" agrees that he has no rights on this brand;
- (c) He shall not print or export "CARTOGRAPHIC LAYOUTS" and data accessible by the "WEBSITE" other than those allowed by the present terms.

Furthermore, the "MEMBER" 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 "MEMBER" 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 "MEMBER" is informed that files may include watermarks and tamper-evident technology to control their use.

As a general rule, the "MEMBER" shall under no circumstances prejudice the interests of "CODATA" and shall refrain from competing directly or indirectly with "CODATA" products and 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 6.2 and 6.3 respectively.

## 6.2. Reproduction Rights - Download of "Pdf and Png Files" - Additional Fee

6.2.1. - By way of derogation from Article 6.1, the "MEMBER" 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 "MEMBER" 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".

As a corollary of this authorisation, the "MEMBER" has access to the downloading functionalities of "Pdf and Png files".

6.2.2. - 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.

6.2.3. - In compensation to the authorisation granted above in point 6.2.1, the "MEMBER" binds himself to:

- use Codata data exclusively for business purposes;
- remain within the Limited Framework defined above in point 6.2.1;
- 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 "MEMBER's" products and services;
- to pay an additional fee equivalent to 50% of the basic annual "SUBSCRIPTION" price.

### 6.3. Integration Rights - Download of "Pdf, Png, Xls Files" - Additional Fee

6.3.1 - By way of derogation from Article 6.1, the "MEMBER" 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 "MEMBER" 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".

As a corollary of this authorisation, the "MEMBER" has access to the downloading functionalities of "Pdf, Png and Xls files".

6.3.2. - Any dissemination or commercialisation of all or part of "CODATA DATABASE" remains forbidden outside the framework defined above in article 6.3.1.

6.3.3 - In compensation to the authorisation granted above in point 6.3.1, the "MEMBER" binds himself to:

- use Codata data exclusively for business purposes;
- remain within the Limited Framework defined above in point 6.3.1;
- 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 "MEMBER's" products and services;
- to pay an additional fee equivalent to 100% of the basic annual "SUBSCRIPTION" price.

## 7 - Liability

7.1. - "CODATA" guarantees under no circumstances the quality and the veracity of data available on its "WEBSITE".

7.2. - In particular, "CODATA" does not guarantee the accuracy of data relating to third parties. It also does not guarantee the nature, the interest and the number of offers proposed by "MEMBERS" via the "SERVICE", especially via its real estate advertisement service.

7.3. - "CODATA" cannot be held responsible for the incorrect nature of data available on its "WEBSITE", which is acknowledged by the "MEMBER".

7.4. - "CODATA" shall do everything possible to provide data of an optimum quality on its "WEBSITE". If need be, "CODATA" can alter, add or delete data after it has been informed by a third party of the incorrect nature of some data on the "WEBSITE" which may lead astray or be prejudicial to the rights of a third party.

7.5. - Should a conflict arise between "MEMBERS" or between a "MEMBER" and a third party, "CODATA" shall under no circumstances be the master or judge of this conflict.

7.6. - It is expressly admitted that if "CODATA" was held responsible for the accuracy of data available on its "WEBSITE" in the context of the present contract, the "MEMBER" could not claim any damages or any compensation of any kind from "CODATA".

7.7. - "CODATA" cannot accept liability for any indirect or particular damage, for any loss of profit, activity or information or for any other financial loss.

7.8. - For the use of the "SERVICE", "CODATA's" liability shall be financially limited to the equivalent of the price of the current "SUBSCRIPTION" period.

7.9. - "CODATA" shall do everything possible to provide a "SERVICE" of quality without interruption. However, should the maintenance of the "WEBSITE" or any other event temporarily prevent data viewing, "CODATA" shall not be indebted of any compensation on account of a break in the "SERVICE" of less than 72 hours. Should unavailability last more than 72 hours, "CODATA" shall be indebted of an amount equivalent to the "SERVICE" unavailability period. However, "CODATA" cannot accept liability for any "SERVICE" unavailability caused by a fault from telecommunication companies or from service providers responsible for the implementation of the access to the "WEBSITE".

7.10. - In case of absolute necessity, the obligations of the prevented party shall be suspended. Thus, this clause is notably valid in case of: act or omission from the government or from the proper higher authorities, freezing of telecommunication networks, uprisings, acts of terrorism, civil war, war, military operations, national or local state of emergency, fire, lightning, explosion, flood, storm, third party deed.

## 8 - Duration and Cancellation

8.1. - The "SUBSCRIPTION" shall take effect from the date mentioned on the invoice for one year. However, the access to the "SERVICE" is suspended as soon as the subscribed credit use - expressed in "CODATA UNITS" - is exhausted.

8.2. - At the end of the "SUBSCRIPTION" period, the contract is renewed by tacit agreement for another year, unless either one party or the other cancels the "SUBSCRIPTION" by recorded delivery with acknowledgement of receipt with at least a one month's notice before the expiration date. In the case of a cancellation to come, the current "SUBSCRIPTION" period remains valid and all the amounts related to it remain due.

8.3. - "CODATA" shall send an invoice two months before the "SUBSCRIPTION" expiration date. The "MEMBER" shall have to pay it before the beginning of the new "SUBSCRIPTION" period. In case of delay, "CODATA" shall suspend the "SERVICE" until the invoice has been settled, without the "MEMBER" being allowed to claim a deferment of the beginning of the "SUBSCRIPTION" period.

Thus, if the "MEMBER" wishes to renew his "SUBSCRIPTION", he shall have to pay the invoice sent by "CODATA" before the beginning of the new period. However, if the "MEMBER" does not wish to renew his "SUBSCRIPTION", he shall have to cancel the contract within the month following the receipt of his invoice.

8.4. - Should the "MEMBER" fail to honour his obligations and commitments and should he not try to remedy, "CODATA" shall be allowed to cancel the present contract. In that case, "CODATA" shall send a recorded delivery with acknowledgement of receipt. Should the formal notice remain unanswered after one month, "CODATA" shall cancel the contract with immediate effect and without any other formality. This formal notice shall have to mention the grounds for the early cancellation. In that case, there shan't be any pay back of all or part of the "SUBSCRIPTION" amount.

8.5. - Furthermore, "CODATA" shall be allowed to cancel the "SUBSCRIPTION" immediately without prior notice, pay back - even partial - or compensation in the case of:

- (a) Computer hacking or any attempt of dishonest appropriation of data available on the "WEBSITE", whose cause or origin is the connection with the "MEMBER's" computer equipment;
- (b) Communication by the "MEMBER" of any contentious data and/or of any data infringing the rights of third parties;
- (c) Default in payment relating to amounts due by the "MEMBER" within the framework of this contract eight days after an unanswered formal notice.

8.6. - Should the "SUBSCRIPTION" be cancelled either by "CODATA" or by the "MEMBER", the "MEMBER" commits himself to not use or divulge to a third party any "CARTOGRAPHIC LAYOUT" or data available on the "WEBSITE", which would have previously been printed or exported on any other media by the "MEMBER".

8.7. - The licence is granted by "CODATA" to the "MEMBER" for a period of one year starting from the date on which the subscription takes effect.

After this period the "MEMBER" shall refrain from any further use of the Database.

## 9 - Miscellaneous

9.1. - Any delay or failure from "CODATA" in the exercising of its rights or any recourse within the framework of this "SERVICE" shall not imply a renunciation to exercise its rights or recourse.

9.2. - If any provision in the "SUBSCRIPTION" contract is null and void in the eyes of a rule of law in force or of a legal decision which has become final, it shall be reputed unwritten. The other provisions shall nevertheless remain in full force and effect.

9.3. - The "MEMBER" has to assure "CODATA" of an active and regular collaboration between himself and "CODATA". Should any difficulty arise during the service, the necessary collaboration of both parties binds them to inform and consult each other as soon as possible in order to set up the most appropriate solution as quickly as possible. Thus, the "MEMBER" has to guarantee that he is using the "SERVICE" in accordance with the present provisions.

9.4. - The "MEMBER" allows CODATA to mention his name as a commercial reference.

9.5. - In case of loss or theft of his username(s), the "MEMBER" shall have to notify "CODATA" as soon as possible in writing. "CODATA" shall cancel it (them) when it receives the notification and shall confirm this cancellation to the "MEMBER".

## 10 - Applicable law - Litigation

10.1. - The present "SUBSCRIPTION" contract is subject to Belgian law. The present "SUBSCRIPTION" contract is written in English.

10.2. - 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.

## Member/subscriber'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 6.1 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 6.2 in the present terms.
- Annual licence to use with Integration Rights* such as defined in article 6.3 in the present terms.

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

## Acceptance of the General Subscription and Licence Terms

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

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

**Company stamp**