


**FAX BACK YOUR SIGNED ORDER TO**

+ 44 870 136 1073

**BILLING ADDRESS**

Contact Accounts Payable  
 Email mwozniak@wzp.pl  
 Business Name **Województwo Zachodniopomorskie**

Address ul. Korsarzy 34  
 Szczecin, 70-540  
 Poland

**DELIVERY ADDRESS**

Contact Magdalena Woźniak-Miszewska  
 Email mwozniak@wzp.pl  
 Business Name **Województwo Zachodniopomorskie**

Address ul. Korsarzy 34  
 Szczecin, 70-540  
 Poland

**MANDATORY INFORMATION**

Purchase Order number (If not required please state 'N/A')

 VAT / BTW / MOMS / MWSN / SVA / FPA number for EU  
 Companies not in UK (tax will be charged unless provided):  
**NIP: 851-287-14-98**
**SIGNATORY ADDRESS**

(if different from delivery address)

 Contact  
 Email  
 Business Name

Address

**ORDER DETAILS**

License Type: **Site** No of Users: **5** Delivery Method: **Web**

Site: **1** Special Terms: zakup dostępu do analiz w zakresie przyciągania  
 bezpośrednich inwestycji zagranicznych do województwa  
 final price € 11,842 brutto = netto ( no VAT)

Preferred Currency for Payment: **EUR**

Product Code	Product Title	Unit Price
DBCO0008	MarketLine Corporate	8,289.00
SBPS0003	Credit Line - Cross-vertical (any credit that remains on the access end date shown below is automatically lost)	3,553.00
Access Runs from: From 20-Dec-10 to 20-Dec-11 (12 months)		<b>Final Price of Service (EUR): 11,842.00</b>

Where applicable, sales tax will be charged on the products and/or services detailed above.

Tick if applicable:

I, the Customer, do not want to receive future mailing from Datamonitor.

Occasionally, our client list is made available to other companies for carefully selected mailings. I do not wish to receive such mailings.

**OPTIONAL PAYMENT DETAILS**

(if you would prefer to pay by credit card please use the following. Billing address is required)

 Credit Card Payment:  MasterCard  Visa  American Express  Diners Club  Other

Name and address of Cardholder (if different from above): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiry Date (dd/mm/yyyy): \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

**CUSTOMER CONFIRMATION**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign to confirm acceptance of this order and the attached terms and conditions plus any supplementary sheets. This table form, attached terms and any supplementary details are an agreement between the Customer and Datamonitor.



## Part 1 – Introduction

- 1.1 The following terms of business apply between Datamonitor Limited, a company incorporated in England and Wales (company no. 02306113) whose registered office is at Mortimer House, 37 – 41 Mortimer Street, London W1T 3JH and whose principle place of business is 119 Farringdon Road, Farringdon, London EC1R 3DA (“we”, “us” or “our”) and the client set out in the Order Confirmation Form (“you” or “your”) for the subscription and/or purchase of the user rights for the online information available on the websites operated by us (“Online Services”) and/or materials, publications, databases and/or software available from us as set out in the Order Confirmation Form (collectively, including Online Services, “Materials”).
- 1.2 Words beginning with a capital letter are defined within this Agreement. The word “including” does not denote any limitation.
- 1.3 Unless otherwise expressly agreed by us in writing or otherwise expressly stated below: (i) these terms of business, including those relating to the particular type of licence purchased by you as set forth in Part 6; and (ii) the relevant order confirmation form setting out (amongst other things) the particular Materials which you have chosen to subscribe to and/or purchase, to which these terms of business are attached (“Order Confirmation Form” or “OCF”); (i) and (ii) are collectively referred to as “Agreement” shall govern the supply of and/or your access to any of the Materials, regardless of its format or means of delivery, to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 1.4 If the OCF is inconsistent with any of these terms of business, the provisions in the OCF will prevail, but only to the extent of the inconsistency. A reference to a purchase shall each mean the right to use Materials on the basis of this Agreement.

## Part 2 - Terms applicable to all Materials

- 2.1 We grant to you a non-exclusive, non-transferable licence to use and access the Materials, but only in accordance with this Agreement. You undertake to comply with this Agreement and to ensure that all Users (as defined in clause 6.1) do likewise and you shall be liable for any loss, damages, costs or other liability we incur as a result of a breach of this Agreement by a User.
- 2.2 We use our reasonable endeavours to ensure that all Materials comply with applicable laws. However, we make no representations that the Materials are appropriate for use in locations outside the United States of America and UK. If you or your User(s) visit our website from locations outside the United States of America and UK you do so on your own initiative and shall be responsible for compliance with all applicable laws.
- 2.3 The Materials are protected by international copyright laws, database rights and other intellectual property rights. We, our affiliates or our licensors are the owners of these rights. All product and company names and logos contained within the Materials are the trade marks, service marks or trading names of their respective owners, including us. All of our rights which are not specifically granted to you by this Agreement are reserved to us.
- 2.4 Except as otherwise expressly provided in this Agreement, neither you nor any User may print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Materials in whole or in part.
- 2.5 You shall be responsible for ensuring that:
  - (a) except for the User(s) duly authorised under this Agreement, none of your employees, visitors, contractors or other third party relationships shall view, have access to or otherwise use the Materials for any purpose whatsoever; and
  - (b) the User(s) immediately cease accessing and using the Materials upon ceasing to be your employee or personnel.
- 2.6 You acknowledge and agree that all logins, passwords or other user identification to access the Materials (whether chosen by you or the User(s) or provided by us) are personal to the User(s), and you shall ensure as a principal obligation, that the User(s) shall, treat such logins, passwords and other user identification as confidential and not disclose or transfer them to any person. Without prejudice to any other right or remedy available to us, we have the right to disable any login, password or other user identification at any time, if in our opinion you or a User has failed to comply with this clause 2.6.
- 2.7 We reserve the right at any time:
  - (a) to make changes or corrections and to alter, update or upgrade any aspect of any of the Materials;
  - (b) to vary the technical specification of any of the Materials or of any software included therein; and
  - (c) to withdraw any (or any part) of the Materials if we cease to publish or cease to have the right to publish the relevant Materials or if the same are the subject of a libel or copyright or other third party right infringement allegation and we consider that withdrawal is advisable in the circumstances.
- 2.8 If we exercise our right to withdraw any substantial part of the Materials under paragraph 2.7, we may offer you broadly equivalent replacement materials and information instead of those withdrawn.
- 2.9 We warrant that we have the right to licence the Materials to you. Except for this, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Materials.
- 2.10 We will use our reasonable endeavours to ensure that information and content contained in the Materials is accurate. However, we cannot guarantee the accuracy of any information and content contained in Materials, which is provided strictly on an “as is” basis. We will have no liability for any loss or damage whatsoever sustained by you as a result of using or relying on any information and content contained in the Materials.
- 2.11 You acknowledge and agree that, if and to the extent that the Materials contain or include any opinion, analysis, prediction or assessment of any facts or circumstances (“Opinions”), such Opinions represent our subjective views based on the facts or information available or circumstance known to us at the relevant time, which may not always be correct and/or may change. You will use your own skill and judgement and will form your own opinions and views regarding the Materials and/or Opinions and will not rely upon the same as a substitute for your own assessment, judgement or opinion or as a means of reaching your own decision.
- 2.12 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to receive Materials. You also understand that although we try to guard against viruses, we cannot and do not guarantee or warrant that any Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the security of data input and output.
- 2.13 We accept no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable, arising under or in relation to this Agreement or arising out of or in connection with your access, viewing or use of, or reliance upon any Materials.
- 2.14 If we are liable to you under this Agreement for any reason, our liability will be limited to the amount paid by you for the Materials in the year in which such liability arose.

- 2.15 Nothing in this Agreement shall limit our liability for death or personal injury resulting from our negligence or from our fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.
- 2.16 You shall indemnify us and keep us fully indemnified against any claims, losses, damages, costs, expenses (including reasonable legal expenses) or other liability incurred by us in respect of any infringement of our rights (including intellectual property rights) arising from your use of the Materials.
- 2.17 You authorise us to use, store or otherwise process any personal information which relates to and/or identifies you and/or the User(s), (including names and addresses), to the extent reasonably necessary for us, our partners, successors including the purchaser of the whole or part of our business, associates, sub-contractors or other third parties to provide the Materials to you and/or to the User(s).
- 2.18 We are entitled (in our absolute discretion and without any requirement for explanation) to refuse any purchase request for any of the Materials. This Agreement will not come into effect and we will not be bound to supply or permit access to any of the Materials unless and until we:
  - (a) receive a properly completed and signed OCF from you; and
  - (b) confirm our acceptance to you; and
  - (c) have received payment in full of the subscription fee for the Materials set out in the OCF (“Subscription Fee”).If (in our absolute discretion) we agree to accept payment of the Subscription Fee after the start of the Subscription Period (as defined in clause 4.1), you will pay us the Subscription Fee within 30 days of the issue of our invoice by us to you (unless otherwise agreed). Any late payment of the Subscription Fee shall be subject to the provisions of clause 7.6
- 2.19 You may not assign, transfer or sub-licence any of your rights under this Agreement. We shall be entitled to assign or transfer this Agreement to any third party including our associated or affiliated companies.
- 2.20 If you (or any other company or entity that benefits from the licence granted under Part 6) (together the “Licensees”) merges with or acquires any interest or shares of a third party or any third party merges with or acquires such an interest in you or any Licensee (“Transfer”) you agree to promptly notify us in writing of such Transfer and:
  - (a) subject to clauses 2.20(c) and 2.21, this Agreement will remain in full force and effect;
  - (b) we shall be entitled to offer to you a revised Subscription Fee based on, amongst other things, the enlarged size and nature of your business following the Transfer (“Extension Fee”); and
  - (c) unless and until you pay to us the Extension Fee, you acknowledge and agree (and you shall ensure as a principal obligation) that none of the employees, contractors or other personnel of the relevant third party shall have access to or use the Materials or shall be deemed to be User(s) under this Agreement.
- 2.21 For the avoidance of doubt, without prejudice to any other right or remedy available to us, you acknowledge and agree that any breach of clause 2.20(c) shall be deemed to be a material breach of your obligations under this Agreement capable of termination by us pursuant to clause 4.5(a). Further, you shall indemnify us and keep us fully indemnified against any claims, losses, damages, costs, expenses (including reasonable legal expenses) or other liability incurred by us in respect of any breach of clause 2.20(c).

## Part 3 - Terms applicable to Online Services

- 3.1 We will seek to make Online Services available but cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the Online Services and, in particular, you must not:
  - (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or
  - (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).
- 3.2 We reserve the right:
  - (a) to update, change, correct or alter any aspect of the Online Services;
  - (b) to vary the technical specification of the Online Services; and
  - (c) temporarily to suspend your access to Materials through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but we will use our reasonable endeavours to minimise the period of suspension).

## Part 4 - Duration and Termination

- 4.1 In consideration of the Subscription Fee, we will, on acceptance of your purchase request in accordance with clause 2.18, supply and/or grant you access to the Materials for the subscription period specified in the OCF (“Initial Period”). On expiration of the Initial Period, this Agreement shall renew for further periods equivalent in duration to the Initial Period (each a “Renewal Period”), unless earlier terminated pursuant to this clause 4. The Initial Period together with any Renewal Periods shall collectively be referred to as “Subscription Period”.
- 4.2 A subscription renewal fee (“Renewal Fee”) will be due and payable for each Renewal Period. We will endeavour to send you a renewal reminder notice (“Renewal Notice”) at least 120 days prior to the Renewal Date. Each Renewal Notice will (amongst other things) notify you of the amount of the Renewal Fee and the Renewal Period. Each Renewal Fee is payable in advance of the Renewal Period, failing which you will be subject to the late payment provisions set out in clause 7.6 and we reserve the right to either (and without prejudice to any other available rights or remedies):
  - (a) suspend your access to the Materials on or after the Renewal Date until the Renewal Fee is paid; or
  - (b) immediately terminate this Agreement without any refund to you and we shall be entitled to submit an invoice in respect of any outstanding fees payable which will become immediately due and payable.“Renewal Date” shall mean the day following the last day of the Initial Period (or Renewal Period, as the case may be).
- 4.3 If you do not wish the subscription to be renewed on the terms set out in the Renewal Notice, we must receive a “Cancellation Request” by email from you at least 90 days before the relevant Renewal Date (“Cancellation Deadline”). The Cancellation Request must be sent to cancellation\_request@datamonitor.com or such address as we may notify you from time to time. You will immediately receive an automated confirmation that your request has arrived successfully, which will serve as proof of receipt by us. We will use our reasonable endeavours to review your Cancellation Request to assess whether the same has been properly served on or before the Cancellation Deadline and notify you in writing of the outcome of our review within 10 business days of our receipt of your Cancellation Request. If you do not hear from us in writing, please contact your Account Manager or email customerservices@datamonitor.com. If we fail to receive your Cancellation Request on or before the Cancellation Deadline, then your subscription will automatically renew upon the terms set out in the Renewal Notice and you shall be liable to pay us the relevant Renewal Fee.

Please initial to confirm that you accept the above terms and conditions

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

- 4.4 If we fail to send you a Renewal Notice in accordance with clause 4.2 then, subject to clause 4.3, your subscription will nevertheless automatically renew on the Renewal Date and the Renewal Fee payable for your subscription will continue to be charged at the same Subscription Fee (or Renewal Fee as the case may be) currently payable.
- 4.5 We may immediately terminate or suspend your subscription at any time if you:
- (a) have committed a material breach of any of your obligations under this Agreement and have not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach; or
  - (b) have committed a persistent breach of your obligations under this Agreement (regardless of whether such breaches are capable of remedy); or
  - (c) go into liquidation whether compulsory or voluntary or are declared insolvent or if an administrator or receiver is appointed over the whole or any part of your assets or if you enter into any arrangement for the benefit of or compounds with your creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction; or are or become a direct or indirect competitor to us or you sell, provide, disclose or transmit any of the Materials to any of our direct or indirect competitors.
- (iii) allow any person other than the User(s) to use and/or gain access to the Materials (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery)
  - (iv) change or substitute a User without our prior written consent (such consent not to be unreasonably withheld)
  - (v) modify or alter the Materials nor may you create a database in electronic or structured manual form by downloading and storing any of the content from such Materials;
  - (vi) in the case of Materials supplied in portable EDS, permit anyone other than the User(s) to access the software. This Agreement will continue to govern the use of the Materials regardless of where the EDS containing the Materials is located; or
  - (vii) save only as expressly permitted in accordance with sub-paragraph 6.2(d) above, allow the User(s) to use Materials for any external purpose whatsoever.

**Part 7 – General**

**Part 5 – Post Termination**

- 5.1 Upon termination of this Agreement:
- (a) subject to clause 5.2 all your rights and licences to any Materials shall immediately cease;
  - (b) you shall immediately cease using any logins, password or other user identification or access to Online Services and shall ensure as a principle obligation that all Users do likewise; and
  - (c) we shall not be required to refund any fees received from you and we shall be entitled to submit an invoice in respect of any outstanding fees which will become immediately due and payable.
- 5.2 Within 10 days after the last day of the Subscription Period, you will permanently delete from your records and storage media and/or destroy all copies of the Materials, our Confidential Information (as defined in clause 7.7) or any parts of them in your possession or under your control. You shall promptly provide us with a confirmation in a form duly executed by one of your senior officers on your behalf in the form set out in Annex 1 (“Confirmation”). If we do not receive the Confirmation from you within 28 days after the last day of the Subscription Period we shall charge you, and you shall pay, an amount equal to 65% of your Renewal Fee (payable within 30 days of the date of our invoice) which will permit you to retain all Materials you have downloaded however you will not continue to have access to the Online Services.
- 5.3 Without prejudice to our other rights and remedies under this Agreement, we shall have the right to verify your compliance with this Agreement by carrying out an inspection at your offices. Upon reasonable notice and during normal office hours, you will allow us and/or our representatives to carry out such an inspection at your offices (under your supervision). You will cooperate fully in the conduct of this inspection and will make available records, facilities and personnel as we may reasonably require for that purpose and you shall fully comply with any reasonable directions we make as a consequence of such investigation.
- 5.4 The termination of this Agreement shall not prejudice any accrued rights or remedies or any provisions of this Agreement which are intended to survive and/or continue to apply after that date including those clauses set out in clause 5.5.
- 5.5 On termination of this Agreement, the following clauses shall remain in force: clauses 1, 2.3, 2.9 to 2.16 (inclusive), 2.19 to 2.21 (inclusive), 7 and this clause 5.

**Part 6 – Site Licence**

- 6.1 For the purpose of this Part 6 and the rest of this Agreement:
- (a) “User(s)” means either: (i) the agreed set number of users stated in the OCF who are specified in the User List at the date of this Agreement and who shall at all times be your employees or officers located wholly or mainly at your place of business identified on the OCF; or (ii) where the number of users in the OCF is expressly stated as “unlimited”, those people who are at all times your employees or officers located wholly or mainly at your place of business identified on the OCF; and
  - (b) “User List” means the document supplied by us that is to be completed by you which specifies, amongst other things, the Users’ names and email addresses.
- 6.2 In relation to the Materials which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):
- (a) you may display the Materials electronically to the User(s);
  - (b) solely for use by the User(s) in the ordinary (internal) course of your business you may:
    - (i) download and store the Materials in machine readable form;
    - (ii) print **one** copy of reports and newsletters contained in the Materials for each User (but **not** any portion of the Materials consisting mainly of compiled data, statistics or other information in database form (“Database Products”)); and
    - (iii) print limited and insubstantial extracts of Database Products;
  - (c) you may allow the User(s) to use limited and insubstantial extracts from the Materials in internal business reports circulated to your employees or officers provided it does not form part of a systematic, regular or routine pattern of use;
  - (d) you may allow the User(s) to use limited and insubstantial extracts from the Materials for external purposes subject strictly to the following conditions: (1) the use is in the ordinary course of your business and does not form part of a systematic, regular or routine pattern of use; and (2) where extracts of the Materials are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Materials shall (unless otherwise agreed with us) not be released unless the following conditions are complied with:
    - (i) either a proof, copy or relevant section of the document are supplied to us for release authorisation during normal office hours and we give such authorisation in writing (such authorisation not to be unreasonably withheld or delayed); and
    - (ii) our copyright notice is included in the document; and
    - (iii) expressly and with reasonable prominence, we are acknowledged as the source of the Materials so used; and
  - (e) you shall not (and you shall ensure as a principal obligation that the User(s) shall not):
    - (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials other than as expressly permitted in clause 6.2 (a) to (d) (inclusive);
    - (ii) use the Materials in any manner, (or transfer or export the Materials or any copies thereof into any country), other than in accordance with these Terms or in compliance with applicable laws;

- 7.1 This Agreement is the whole agreement between the parties and supersedes any previous agreement between the parties relating to such matters. Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement as a warranty. This Agreement may not be amended or modified except by means of a written agreement signed by the parties specifically stating that is intended to amend this Agreement.
- 7.2 This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English Courts. Nothing in this clause 7.2 shall prevent or restrict us from pursuing any action against you in any Court of competent jurisdiction
- 7.3 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days’ notice in writing to the other party. For the purpose of this clause 7.3, “Force Majeure Event” means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.
- 7.4 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
- 7.5 Except as set out in clause 4.3, any notice given by one party to the other under this Agreement must be in writing and may be delivered personally or by fax, e-mail or pre-paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the addresses of the parties marked for the attention of the relevant person set out on the OCF or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of this Agreement.
- 7.6 It is the intent of the parties that we will receive the price payable hereunder net of all applicable taxes, including without limitation, sales, service or withholding taxes, all of which shall be paid solely by you. In the event that any such tax is levied upon, or found to be applicable to, the whole or any portion of the price payable by you hereunder, the amount of such price shall be increased by an amount necessary to compensate for such taxes (including any amount necessary to “gross up” for taxes levied on the increase itself). Any bank charges incurred by us in connection with your payment of our fees or charges (including the Fee and any Extension Fee) will be for your account. Without prejudice to any other rights and/or remedies available to us, we reserve the right to charge you (and you undertake to pay such charges on demand):
- (a) interest on outstanding and overdue amounts at 3% per annum above our banker’s base rate (from time to time) from the date of invoice to the date payment is made in full; and/or
  - (b) an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commissions) suffered or incurred by us in connection with the recovery of overdue amounts from you; and/or
  - (c) an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from you.
- 7.7 For the purposes of this clause 7.7 “Confidential Information” means information disclosed by a party (“Disclosing Party”) to another (“Receiving Party”) relating to the Disclosing Party’s business, products, affairs and finances, clients, customers and trade secrets including customer lists, billing practices, contractual arrangements, technical data and know-how. The Receiving Party shall not (except in the proper performance of its obligations under this Agreement) during the continuance of this Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party. This restriction does not apply to: (i) any information in the public domain other than in breach of this Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information which can be shown to the reasonable satisfaction of the Disclosing Party to have been developed or created by the Receiving Party independently of the Confidential Information.
- 7.8 If any provision of this Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 7.9 This Agreement does not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

CUSTOMER CONFIRMATION - Please sign to confirm that you accept the above Terms and Conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Annex 1

**THIS FORM SHOULD ONLY BE REFERRED TO IN THE EVENT THAT YOU CANCEL YOUR SUBSCRIPTION  
(PLEASE SEE CLAUSE 5.2 FOR DETAILS) (the "Confirmation")**

To: Datamonitor Ltd.

From: \_\_\_\_\_

1. I am \_\_\_\_\_ of \_\_\_\_\_ (the "Company"). On \_\_\_\_\_ (insert date) the Company entered into an agreement with Datamonitor Ltd (the "Agreement") whereby Datamonitor Ltd granted the Company a limited, non-exclusive licence to access and use certain materials (the "Materials") containing intellectual property belonging to or controlled by Datamonitor Ltd in the manner and for the term set out in the Agreement.

2. In accordance with Clause 5.2 of the Agreement, I confirm that the Company has, or has procured, that all physical, electronic and/or machine readable documents, copies and files containing the Materials in its possession and control have been completely, irrecoverably and permanently deleted or destroyed.

3. I am duly authorised and have all requisite knowledge and authority to provide this Confirmation on behalf of the Company.

Signed

.....  
Name:

.....  
Position:

.....  
Date:

.....



**Additional Conditions to Agreement  
SO-1811010-119630  
As they relate to Access to  
MarketLine Corporate and Credit Line**

1. Clause 5.2 is amended to read as follows:

Within 10 days after the last day of the Subscription Period, **you will make reasonable efforts to permanently delete and/or destroy all copies of the Materials, and our Confidential Information (as defined in clause 7.7).** You shall promptly provide us with a confirmation in a form substantially duly executed by one of your senior officers on your behalf in the form set out in Annex 1 ("Confirmation"). **Should you find Materials after the date of the confirmation, you will delete the Materials at that time.**

2. Clause 7.2 is amended to read as follows:

This Agreement is governed by **Polish** law and you submit to the exclusive jurisdiction of the Courts of **Poland**. Nothing in this clause 7.2 shall prevent or restrict us from pursuing any action against you in any Court of competent jurisdiction.

3. Clause 7.6(a) is amended to read as follows:

interest on outstanding and overdue amounts at 1% per annum above our banker's base rate (from time to time) from the date of invoice to the date payment is made in full; and/or..

4. Clause 7.6(b) shall be deleted and shall have no effect.

5. Clause 7.6(c) shall be deleted and shall have no effect.

Please sign below to accept these Additional Conditions and Datamonitor's Standard Terms of Business SO-1811010-119630.

Where any conflict exists between these Additional Conditions and the Standard Terms of Business, these Additional Conditions will prevail.

\_\_\_\_\_  
Authorised Signature on behalf of  
WOJEWÓDZTWO ZACHODNIOPOMORSKIE

\_\_\_\_\_  
Authorised Signature on behalf of  
DATAMONITOR

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date