



## SWFTD License Purchase Agreement – REVISED January 5, 2012

### SOVEREIGN WEALTH FUND INSTITUTE DATA LICENSE PURCHASE AGREEMENT

The License Purchase Agreement (“Agreement”) shall be made effective on the date of purchase. The (“Company”) Sovereign Wealth Fund Institute, Inc. (“Company”) is located at 2300 West Sahara Avenue, Suite 800 Las Vegas, NV 89102. The Buyer will be the (“Licensee”). Company and Licensee may be collectively referred to as the “Parties.”

#### By purchasing this SWFTD License you agree to all of the following:

*WHEREAS, Company wishes to grant and Licensee wishes to receive a non-exclusive and non-transferable \_\_\_\_\_ year license to use and access certain information consisting of, among other things, transaction information derived from the Sovereign Wealth Fund Transaction Database (“SWFTD”) also may be referred as (“Data”); and*

*NOW, THEREFORE, in consideration of the foregoing and the representations, mutual premises, warranties, conditions and other good and valuable consideration received and to be received under this Agreement, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:*

#### ARTICLE I - Terms and Conditions

##### 1.1 General Legal Information

The Company hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to use the Data in accordance with the terms and conditions herein. Licensee assumes sole responsibility for the information derived from the Data. The Data is for informational purposes only. None of the information contained on SWFTD constitutes a solicitation, offer, opinion or recommendation by the Company or SWFTD to buy or sell any securities or other financial instruments or to provide legal, tax, accounting or investment advice or services regarding the suitability or profitability of any security or investment. Neither the Company nor SWFTD has made any recommendation regarding the purchase or sale of any security, or endorsed or sponsored any company identified in the Data. Advice from a securities professional is strongly advised.

##### 1.2 Database Access & Delivery

The SWFTD is available online to access for Licensee(s). We are not responsible if Licensee(s) cannot access the online SWFTD. We utilize third-party software for our online operational processes. From time to time, the website that holds the SWFTD may be unavailable to Licensee(s) due to data updating, technical issues, or repair. If in case this situation occurs, the Company will first ask the Licensee(s) if they would like to receive the SWFTD via Microsoft Excel format. If the Licensee responds in favor of receiving it in Microsoft Excel format, the Company will send the SWFTD in Excel format via email to Licensees on a quarterly basis for the remainder of the subscription period, or until the online website is operational for the Licensee.

#### ARTICLE II - License Restrictions

##### 2.1 Proprietary Rights

The Data is protected by copyright, trademark, international treaties and other proprietary rights and laws of the United States and other countries. Licensee agrees to abide by all applicable

intellectual property laws, as well as any additional notices or restrictions contained in the Data. Unauthorized use of the Data and the materials contained in the Data may violate applicable copyright, trademark or other intellectual property laws or other laws. The trademarks, service marks, copyrights, and other proprietary materials (collectively, the "Proprietary Rights") displayed on the Data are registered and common law trademarks, copyrights, and proprietary material of Company and various third parties. The Company does not sponsor, affiliate, or endorse the products and/or services represented by the third party trademarks displayed in the Data. Nothing contained in the Data should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Proprietary Rights without the written permission of Company or such other party that may own the Proprietary Rights.

## 2.2 Passwords

***There are \_\_\_\_\_ licensees covered in this agreement.***

All Passwords are specific not only to Licensee's organization but also to Licensee, the individual possessing the unique Password. Licensee agrees not to permit Licensee's Password to be used by any other individual within or outside of Licensee's organization, and further agrees to institute internal procedures to ensure passwords are kept secure. Licensee agrees to promptly notify Company as to any changes regarding all Passwords allocated to Licensee's organization including, but not limited to, termination or change of information relating to a specific Password by emailing [support@swfinstitute.org](mailto:support@swfinstitute.org). Licensee shall use, reproduce, display, publish or transmit all Data made available, or portions thereof, in the same format as the Data is made available to Licensee. Licensee shall accurately and continuously display the updated, used, reproduced, displayed, published or transmitted Data. Except as otherwise set forth herein, Licensee shall have no other rights with respect to the Data, including without limitation, any right otherwise to use the Data, to reformat or create derivative works based on the Data or to store the Data for historical compilations.

Licensee shall use the Data only for its individual use in its business and, solely in the regular course of its business, Licensee may sublicense a non-exclusive, non-transferable, worldwide license to use, reproduce, display, publish and transmit the Data to Professionals.

## 2.3 Confidentiality

Company is not liable for any unauthorized use of the Data. Licensee agrees to immediately notify Company of any unauthorized use of Licensee's Password or any other breach of site security of which Licensee becomes aware. Licensee shall remain liable for all confidential or proprietary information disclosed as a result of any failure to provide any notice required under this Section. Company may, without notice, choose to block Licensee access to the Data if Company has reason to believe that Licensee's Password are being used by unauthorized persons, or that unauthorized access to Registration Information has occurred or may occur, or for other reasons deemed appropriate by Company in its sole discretion.

## 2.4 Restrictions on Use

The information provided on the Data is not intended for distribution to, or use by, any third party without Company's express written permission. Licensee may not use the Data for any illegal purpose or in any manner inconsistent with this Agreement. Licensee agrees not to use, transfer, dispose or distribute any information on the Data in any manner that could compete with Company's business. Except for copies used for Licensee's internal business purposes, Licensee may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation or exploit in any way material from the Data. Licensee agrees that any copy Licensee makes pursuant to this paragraph shall include the Company copyright notice.

## 2.5 Modifications to the Systems and Electronic Access Services

Licensee acknowledges and agrees that nothing in this Agreement constitutes an undertaking by the Company to provide the Data in its present form or under the current specifications. The Company, in its sole and absolute discretion may from time to time make additions to, deletions from, modifications to, or change the nature of the Data.

### **ARTICLE III - Disclaimers, Warranties and Limitations of Liability**

#### 3.1 Disclaimer of Warranty

DATA AND INFORMATION PROVIDED BY SOVEREIGN WEALTH FUND INSTITUTE, INC., OR ANY OF ITS AFFILIATES, THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED FOR TRADING PURPOSES. AS SUCH, THE DATA AND INFORMATION OBTAINED VIA SWFTD AND OTHER INFORMATION SOURCES PROVIDED BY THE COMPANY IS ON AN "AS IS" BASIS, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE DATA WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE DATA IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR REPRESENT THE USE OF THE MATERIALS ON THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

#### 3.2 Disclaimer of Data Accuracy

Licensee acknowledges and agrees that the Data and other similar market information provided by Company may be inaccurate or incomplete and are subject to error, delay or change. Reliance upon such Data and market information shall be at Licensee's risk.

#### 3.3 Limitation of Liability

Licensee acknowledges that in no event shall Company be liable to Licensee for any direct, special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits, trading losses and damages that may result from the use of the data and information obtained via SWFTD or other information sources, any delay or interruption of service, or omissions or inaccuracies in the information) even if the Company or any other party have been advised of the possibility thereof with respect to the Data. Any material downloaded or otherwise obtained through the use of the Data is done at Licensee's own discretion and risk and Licensee will be solely responsible for any damage to Licensee's computer system or loss of data that results from the download of such material.

#### 3.4 Modification and Monitoring of Data

Company reserves the right, in its sole discretion, to change, modify, add or remove portions of these terms and conditions at any time and to monitor any and all use of the Data. Licensee's use of the Data after the posting of such modifications will constitute Licensee's acceptance of the modified terms of use of the Data.

### **ARTICLE IV - Miscellaneous Provisions**

#### 4.1 Jurisdiction and Applicable Law

The laws of the state of Nevada govern these Terms of Use without regard to its conflict of law provisions. If Licensee takes legal action relating to these Terms of Use, Licensee agrees to file such action only in the federal or state courts located within Clark County, Nevada, and Licensee consents and submits to the personal jurisdiction of those courts for the purposes of litigating any such action. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

#### 4.2 Headings

The section titles in this Agreement are used solely for Licensee's convenience and have no legal

or contractual significance.

**4.3 Severability**

If any provision of this Agreement is deemed unlawful, void or unenforceable for any reason, that provision will be deemed severable from these terms and will not affect the validity and enforceability of the remaining provisions.

**4.4 Assignment**

This Agreement may not be assigned or transferred by Licensee to any other person or entity without the Company's prior written consent.

**4.5 Entire Agreement**

This Agreement constitutes the entire agreement between Licensee and the Company relating to the use of the Data.

\_\_\_\_\_  
**NAME OF [LICENSEE]**

**Sovereign Wealth Fund Institute, Inc.**  
**NAME OF [COMPANY]**

\_\_\_\_\_  
**SIGNATURE OF [LICENSEE]**

\_\_\_\_\_  
**SIGNATURE OF [COMPANY]**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**