

Lloyd's List

Lloyd's List Intelligence

Order Confirmation Form

19/02/2016

FAX BACK YOUR SIGNED ORDER TO
+44 (0) 207 017 4973

BILLING ADDRESS

Contact [REDACTED]
Email [REDACTED]
Business Name Aviation, Maritime, Environment Statistics (AMES)
Address Environment and International Transport Analysis
2/29 GMH, Great Minster House
33 Horseferry Road
London, SW1P 4DR
United Kingdom

DELIVERY ADDRESS

Contact [REDACTED]
Email [REDACTED]
Business Name Aviation, Maritime, Environment Statistics (AMES)
Address Environment and International Transport Analysis
2/29 GMH, Great Minster House
33 Horseferry Road
London, SW1P 4DR
United Kingdom

MANDATORY INFORMATION

Tax Registration Number(s) N/A
(sales tax and/or other applicable taxes will be charged unless provided)

SIGNATORY ADDRESS

Contact (same as delivery address)
Email
Business Name
Address

LICENSED PRODUCT(S)

Permitted Use Information made available through the Licensed Product(s) may be displayed, reformatted and distributed internally within the Customer's organization only in insubstantial portions for research and related work in the ordinary course of the Customer's business. No other internal or external dissemination of any portion of the Licensed Product(s) is permitted except as expressly indicated below.

Supplementary Provisions The auto renewal provisions contained in the terms are hereby removed.

Z0907B	LLI - Data - Movements	19,000 00
	Authorized Users - License Type: Single User - Seats/Users: 1 - Notes: UK and Eire Port Calls broken down by individual vessel including details on IMO, vessel name, type, flag for a three year period	
		Fees (GBP) 19,000 00

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

PAYMENT DETAILS

Following is the agreed upon billing schedule for remitting payment

31/03/2016	19000 00 GBP	030, 30 Days
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CUSTOMER CONFIRMATION

Signature [REDACTED]

Date [REDACTED]

Please sign to confirm your acceptance of this order confirmation form, and that you have read and understood, and agree to be bound by the terms and conditions found here <http://www.informa.com/Business-Intelligence/TCS/> ('Terms and Conditions'). This order confirmation form and the terms together constitute the agreement between Aviation, Maritime, Environment Statistics (AMES) (the 'Customer') and Informa UK Limited (the 'Licensor').

Lloyd's List Group
10-15 Newgate Street
London
EC1A 7AZ
United Kingdom

For all Queries regarding this order, contact
Customer Services

[REDACTED]
subscriptions@informa.com
<http://www.lloydslist.com>

[REDACTED]
Business Unit: LIUKKA

REF: SO-1702016-2962861

Terms & Conditions

Grant of License

Licensor grants to Customer a non-exclusive, non-transferable license to access and use the Licensed Product(s) solely in accordance with the Permitted Use and Additional Permitted Use (if any) specified in the Order Confirmation Form. Customer acknowledges it will not acquire any ownership rights (including copyrights and other intellectual property rights) in the Licensed Product(s), all of which shall be retained by Licensor.

Limitation on Access

Access to the Licensed Product(s) shall only be available to Authorized User(s) and may not be shared with other persons, either internally or externally, except as expressly provided in the Order Confirmation Form as an Additional Permitted Use. Each party shall comply with all applicable laws, regulations and sanctions. Licensor reserves the right to monitor Customer's use of the Licensed Product(s) to ensure compliance with the foregoing restrictions.

Payment

Fees are payable according to the payment terms set out on the Order Confirmation Form. Except as expressly provided herein, the Fees are non-refundable.

Disclaimers

Although Licensor will endeavor to keep the Licensed Product(s) and the underlying information made available through the Licensed Product(s) updated and accurate, the Licensed Product(s) and such underlying information are voluminous and often change. Accordingly, (i) Licensor cannot and does not warrant the accuracy or completeness of the Licensed Product(s) and such underlying information, and (ii) Customer agrees that Licensor will not be liable to Customer or any third party for any adverse consequences arising as a result of the inaccuracy or incompleteness the Licensed Product(s) and such underlying information. Customer further agrees that Licensor will not be liable to Customer or any third party for any trading, investment or commercial decisions made in reliance on the Licensed Product(s) or such underlying information.

Term

This Agreement shall continue in full force and effect unless terminated as provided herein.

If Licensor reasonably believes at any time that Customer has breached this Agreement, Licensor may deliver written notice to Customer specifying such breach in reasonable detail. If within fifteen days after delivery of such notice Customer has not cured such breach to the reasonable satisfaction of Licensor, or the parties hereto have not otherwise agreed to amend this Agreement to address such breach, Licensor shall be permitted to terminate this Agreement, in which event Licensor shall not be required to refund any portion of the Fees to Customer or have any other liability to Customer.

Upon termination of this Agreement for any reason whatsoever, Customer shall, within ten (10) days thereafter, use best endeavours to take such action as shall be required to permanently delete the Licensed Product(s) from its information technology systems; provided that Customer may retain backup copies of Licensed Products solely as required to comply with any bona fide information technology policy of Customer then in effect.

Indemnification

Licensor shall indemnify Customer and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim that Customer's use of the Licensed Product(s) in accordance with this Agreement infringes upon or otherwise violates such third party's copyright, trademark, patent or other intellectual property rights.

Customer shall indemnify Licensor and hold it harmless against all claims, causes of actions, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim relating to Customer's use of the Licensed Product(s), other than any claim for which Licensor expressly has an indemnification obligation hereunder.

The indemnification obligations herein are contingent on a party hereto giving prompt notice of any claim for which it seeks indemnification. An indemnified party shall provide the indemnifying party with reasonable non-monetary assistance in the defense of the claims on which indemnification is sought. The indemnifying party shall have the right to assume the defense of the claim, and the indemnifying party may select counsel of its choice, subject to the approval of the indemnified party, which consent shall not be unreasonably withheld. A party shall not be obligated to indemnify the other in the event the claim for which indemnification is sought arises from the other's gross negligence, willful misconduct or breach of this Agreement.

Limitation of Liability

Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, damages for any loss of data, profit, goodwill, anticipated savings, revenue or business), whether based on contract, tort or other legal theory, in connection with this Agreement or otherwise in connection with Customer's use or inability to use the Licensed Product(s).

Data Protection

Customer agrees that Licensor may process personal data which is supplied to and/or collected by Licensor to the extent reasonably necessary for Licensor, or other third parties (together "Partner Companies") for the purpose of carrying out this its obligations under this Agreement ("Purpose"). These Partner Companies may be located in countries outside the European Economic Area that do not have laws to protect information supplied to them.

By entering into this Agreement, Customer agrees to the processing and disclosure of its personal data by Licensor and its Partner Companies for the Purpose.

Miscellaneous

Any delay in performance of any provision of this Agreement caused by conditions beyond the reasonable control of either party hereto will not constitute a breach of this Agreement, provided that the delaying party has taken reasonable measures to notify the affected party in writing of the delay and uses reasonable efforts to perform in accordance with this Agreement notwithstanding such conditions.

Any amendments of or waivers relating to this Agreement must be in writing signed by both parties hereto.

This Agreement shall not be assignable by either party hereto without the prior written consent of the other party, except that Licensor shall be permitted, without Customer's consent, to assign this Agreement to any of its affiliates or in connection with a merger or consolidation involving Licensor or a sale of all or substantially all of Licensor's assets.

It is the intent of the parties that Licensor will receive the Fees net of all applicable taxes including, sales, VAT, service or withholding taxes ("Taxes"), all of which shall be paid solely by Customer. If, and to the extent that, any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

This Agreement is governed by and construed in accordance with English law, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in the courts of England and Wales.

In the event of any conflict between the terms of the Order Confirmation Form and these Terms & Conditions, the terms of the Order Confirmation Form shall govern.