CAMPUS LICENCE AGREEMENT

STATISTA GMBH, a company having its registered office at Johannes-Brahms-Platz, 12035 Hamburg ("Publisher").

OFFERS to you, the Institution, permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Licence.

Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

BACKGROUND


2. Campus License and all intellectual property rights therein are owned by or duly licensed to the Publisher.

3. The Publisher has agreed with COUPERIN in the Campus License agreement between COUPERIN and the Publisher to use this Licence as the model for any agreement between the Publisher and a subscribing institution in relation to the offer agreed between COUPERIN and the Publisher as attached to this Agreement in Schedule 1.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings:

"Authorised User" means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student of the Institution (including undergraduates and postgraduates) of the following levels: Bachelor’s degree and inter-degree certifications, Master’s degree, PhD, Elite school students
- a member of staff of the Institution (whether permanent or temporary including retired members of staff and any teacher who teaches Authorised Users registered in the United Kingdom) of the following level: Researchers-lecturers
- a Walk-In User. Walk-In Users are persons who are allowed by the Institution to access its information services from computer terminals or otherwise within the physical premises of the Institution. For the avoidance of doubt, Walk-In Users may be given access to the Licensed Material by any wireless Secure Network. Walk-In Users are not allowed off-site access to the Licensed Material.

"Commercial Use" means use for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of
the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither recovery of direct cost by the Institution from Authorised Users, nor use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Educational Purposes" means use for the purpose of education, teaching, distance learning, private study and/or research.

"Institution" means each of the 250 members of the COUPERIN consortium

"Licensed Material" The Licensed Material consists of the following: All statistical data to be found on www.statista.com, including statistics, industry reports, infographics, dossiers, topic pages, sources, and studies. Excluded are their research and analysis service and the infographic service.

"Metadata" means the textual information that describes the creation, content, or context of a part of the Licensed Material (e.g. date of creation, subject matter, location of digital file, ownership). Metadata refers to the metadata supplied by the Publisher and/or the metadata created by the Sub-Licensee and/or Authorised Users.

"Modifications" means alterations, additions to, deletion from, manipulations and/or modifications of parts of the Metadata supplied by the Publisher.

"Modify" means to alter, add to, delete from, manipulate and/or modify parts of the Metadata.

"Secure Authentication" means access to the Licensed Material by Internet Protocol ("IP") ranges or by a username and password provided by the Institution or by another means of authentication agreed between the Publisher and the Institution.

"Secure Network" means a network which is only accessible to Authorised Users by Secure Authentication.

2. LICENCE GRANT

2.1 The Publisher hereby grants to the Authorised User, subject to and in accordance with the terms of this Licence, a non-exclusive non-transferable licence to access and use the Licensed Material and to allow Authorised Users and Additional Authorised Users where applicable to access and use the Licensed Material via Secure Authentication and for Educational and Commercial Purposes.

2.2 In consideration for the Publisher’s licensing of the Licensed Material pursuant to Clause 2.1, the Institution undertakes to pay to the Publisher the Licence Fee.
3. PERMITTED USES

3.1 This Licence permits the Institution for Educational Purposes to:

3.1.1 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material or for training Authorised Users;

3.1.2 make and distribute copies of training material as may be required for the purpose of using the Licensed Material in accordance with this Licence;

3.1.3 allow Authorised Users for Educational Purposes only to:

3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.1.3.2 Modify the Metadata and to create new Metadata of the Licensed Material;

3.1.3.3 electronically save parts of the Licensed Material and Modifications;

3.1.3.4 print out single copies of parts of the Licensed Material and Modifications;

3.1.3.5 incorporate parts of the Licensed Material and Modifications in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;

3.1.3.6 incorporate parts of the Licensed Material and Modifications in printed or electronic form in assignments and portfolios, theses and in dissertations (“the Academic Works”), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works can be provided to sponsors of those Academic Works. Authorised Users must specify the title and copyright owner of the Licensed Material used in the Academic Works.

3.1.3.7 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event;

3.1.3.8 save and/or deposit in perpetuity parts of the Licensed Material and Modifications in electronic repositories operated by the Institution and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users; and

3.1.3.9 use the Licensed Material and Modifications to perform and engage in text mining/data mining activities for academic research and other Educational Purposes and allow Authorised Users to mount, load and integrate the results on a Secure Network and use the results in accordance with this Licence.

4. RESTRICTIONS

4.1 Except where this Licence states otherwise, the Institution and Authorised Users may not:

4.1.1 sell or resell studies as part of the Licensed Material, display or distribute said studies on any electronic network, including the internet other than by a Secure Network, unless the Publisher has given the Institution or an Authorised User permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgments or other means of identification or disclaimers other than Metadata;
4.1.3 alter or adapt the Licensed Material (save for Metadata), except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Agreement. For the avoidance of doubt, no alteration of the words or their order is allowed; and

4.1.5 provide access and/or allow use of the Licensed Material (save for Metadata and Modifications) by anyone other than Authorised Users.

4.2 This Clause will continue to apply after termination of this Licence for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees to:

5.1.1 make the Licensed Material available to the Institution and Authorised Users from the start of the Subscription Period;

5.1.2 use all reasonable efforts to make the Licensed Material available to the Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service;

5.1.3 provide customer support services to Authorised Users by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material;

5.1.4 use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Institution;

5.1.5 provide electronic product documentation to the Institution free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Institution to Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included.

6. RESPONSIBILITIES OF INSTITUTION

6.1 The Institution agrees to:

6.1.1 give passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not give their passwords or other access information to anyone else;

6.1.2 provide lists of valid IP addresses to the Publisher and update those lists regularly as agreed by the parties from time to time;

6.1.3 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

6.1.5 use all reasonable efforts to monitor compliance with the terms of this Licence and notify the Publisher immediately and provide full particulars on becoming aware of any of the following:
i) any unauthorised access to or use of the Licensed Material or unauthorised use of any of Institution’s password(s); or

ii) any breach by an Authorised User of the terms of this Licence.

As soon as the Institution is aware of any breach of the terms of this Licence, the Institution further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Institution’s standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

6.2 The Institution undertakes to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence, the Institutions will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. ORDER FORM AND LICENCE FEE

7.1 The Institution is able to order a Licence as set out in Schedule 1 by Telephone or Email until December the 15th, 2016. Please contact: jon.nielsen@statista.com.

7.2 The Institution will pay the Licence Fee to the Publisher as set out in Schedule 1.

8. TERM AND TERMINATION

8.1 The term of this Licence will commence January the 1st, 2017 and will remain in full force and effect until the end of the Subscription Period after 12 or 24 months (as chosen by the institution in the order). Unless cancelled 6 weeks prior to the end of the subscription term, the subscription will automatically be renewed for an additional 12 months for the net price.

8.2 Any party may terminate this Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of fourteen (14) days the defaulting party remedies the breach forthwith by written notice to the other party.

8.3 Upon termination of this Licence by the Publisher due to a material breach or repeated other breaches by the Institution, the Publisher shall cease to authorise on-line access to the Licensed Material by the Institution and Authorised Users.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Institution acknowledges that all Intellectual Property Rights in the Licensed Material are the sole and exclusive property of the Publisher or duly licensed to the Publisher and that this Licence does not assign or transfer to the Institution any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

10.1 The Publisher warrants to the Institution that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence does not infringe any intellectual property rights of any natural or legal person. The Publisher agrees that the Institution shall have no liability and the Publisher will indemnify, defend and
holds the Institution harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Institution’s or Authorised Users use of the Licensed Material, provided that:

i) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence;

ii) the Institution provides the Publisher with prompt notice of any such claim or threat of claim;

iii) the Institution co-operates fully with the Publisher in the defence or settlement of such claim; and

iv) the Publisher has sole and complete control over the defence or settlement of such claim.

10.2 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

10.3 In no circumstances will the Publisher be liable to the Institution for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

10.4 The Institution agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.

10.5 Nothing in this Licence shall make the Institution liable for breach of the terms of this Licence by any Authorised User provided that the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

10.6 Except as provided for in Clause 10.1, neither the Institution nor the Publisher will be liable to the other in contract or negligence or otherwise for:

i) any special, indirect, incidental, punitive or consequential damages;

ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings.

10.7 No party limits its liability for:

i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and

ii) its own fraud or that of its employees or agents in the course of their engagement.
11. ASSIGNMENT

Except as permitted for under this Licence, neither this Licence nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

12. GOVERNING LAW

This Licence shall be governed by and construed in accordance with German law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of Hamburg, Germany.

13. NOTICES

All notices required to be given under this Licence shall be given in writing or email.

if to the Institution: [insert details]

if to the Publisher
Mathieu Landier
Customer Relations
Statista GmbH
Johannes-Brahms-Platz 1
20355 Hamburg
mathieu.landier@statista.com

14. GENERAL

14.1 This Licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

14.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.

14.3 The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.

14.4 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
Appendix 1:

Price Overview Statista Campus License

English version:

Background information:

Statista is one of the world’s largest statistics, research & market data platforms with access to more than 1.5 million statistics, forecasts, studies, dossiers and infographics on 80,000 topics from more than 18,000 sources.

With the Campus Access every student, lecturer and member of staff has full access to and publication rights of our content. More than 750 universities worldwide have a Campus Access – Imperial College London, HEC Paris, INSEAD, Dauphine, Sorbonne, Harvard, St. Gallen, Copenhagen Business School, University of Kent and the University of Sydney among others.

A snapshot of the Statista Campus License:

- Every student, lecturer and member of staff gets access to statista.com directly and unlimited
- Download of all data in ppt, xlx, pdf & png format
- 300-500 uploads daily (e.g. data on business, finance, social sciences, media, humanities, politics, law, journalism, marketing)
- Full publication rights
- Access to the French, English, German and Spanish platform
- More than 3,000 dossiers & 20,000 complimentary studies and access to the source database
- More than 17,000 forecasts for 40 industrial and emerging nations and 700 industries per country
- Automatically generated citations
- Remote access via Shibboleth, OpenAthens and/or EZ Proxy
- Digital Market Outlook – forecasts & insights of the “Digital Economy”
- Consumer Market Outlook
- Research inquiry service (for the library management): our data journalists will handle your inquiries (if you can’t find the required data) and get back to you within 48hrs max.
- New: Top lists – List of top companies worldwide in each of the largest 100-200 industries
- New: Industry reports France (from August 2017 on)
- New: Automotive Industry Database (part of the CMO) – search by type of car, manufacturer and country
- Optional: Individual functions - update alerts; ability to save favourites; creation of own collections as .ppt

Quote for Couperin university members:

- As agreed, we are happy to provide a 10% discount for Couperin university members on the 12-months subscription.
- This pricing and discount is valid for an initial 12-months subscription if the subscription is confirmed/booked until the 15th of December 2017 the latest (start date: 1st of Jan 2018 or earlier).
- For the library management, we are happy to include the individual functions for free.
- The individual functions are of extra charge due to continuous administration costs and resources.
- The university size is defined by the total number of students, professors and academic staff at the beginning of the subscription.
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Prices do not include sales tax. The discount is valid to this offer only and cannot be applied to third parties. The subscription term will automatically renew for the net price. Terms and Conditions: [http://www.statista.com/download/Statista-Terms-Conditions-GmbH.pdf](http://www.statista.com/download/Statista-Terms-Conditions-GmbH.pdf)
Quote for Couperin business school members:

- This pricing and discount is valid for an initial 12-months subscription if the subscription is confirmed/booked until the 15th of December 2017 the latest (start date: 1st of Jan 2018 or earlier).
- If 5 or more Couperin business school members subscribe until the 15th of December 2017 the latest (start date: 1st of Jan 2018 or earlier) we can offer you a special Couperin 5 schools price.
- The maximum subscription period is 24 months.
- For the library management, we are happy to include the individual functions for free.
- The individual functions are of extra charge due to continuous administration costs and resources.
- The university size is defined by the total number of students, professors and academic staff at the beginning of the subscription.

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Version française :

A propos de nous:

Statista est l'un des plus grands portails de statistiques et de données de marché au monde. Le portail Statista vous donne accès à plus de 1,5 million de données sur plus de 80.000 thèmes. Nos équipes recueillent et compilent des données issues de plus de 18.000 sources et les mettent à votre disposition sur la plateforme (entre 300 et 500 nouvelles statistiques sont mises en ligne chaque jour).

Avec le Compte Campus chaque étudiant, professeur et employé aura un accès complet à 100% du contenu de Statista, ainsi que les droits de publication. Actuellement plus de 750 universités et écoles de commerce à travers le monde profitent du Compte Campus y compris INSEAD, HEC Paris, IESE, Stanford Graduate School of Business, London Business School et beaucoup d’autres.

Un aperçu du Compte Campus:

- chaque étudiant, professeur et employé aura un accès à statista.com directe et illimité
- téléchargement libre de toutes les statistiques (> 1,5 millions) en format PowerPoint, Excel, PDF et PNG
- 300-500 nouvelles données par jour (sur les entreprises, la finance, les sciences sociales, les medias, les humanités, la politique, le droit, le journalisme, le marketing etc.)
- les droits d’utilisation et de publication
- accès aux plateformes française, anglaise, allemande et espagnole
- plus de 3.000 dossiers & 20.000 études offertes
- plus de 17.000 prévisions de marché pour 40 pays industriels et émergents et 700 industries par pays
- citations générées automatiquement
- service de recherches ponctuelles pour la bibliothèque: traitement gratuit de vos enquêtes de recherche spécifiques par nos spécialistes de données
- accès à distance à Shibboleth, OpenAthens et/ou EZ Proxy
- Consumer Market Outlook
- Digital Maket Outlook
- **Nouveau**: Top lists – List des principales sociétés dans le monde pour environ les 200 principaux secteurs d’activités.
- **Nouveau**: Rapports d’industries en France sur plus de 42 secteurs d’activités
- **Nouveau**: Automotive Industry Database – recherche par type de voiture, fabricant et par pays pour obtenir des perspectives de ventes de chaque segment.
- **optionnel**: accès aux fonctionnalités personnalisables : alertes de mises à jour, sauvegarde de vos favoris, possibilité de créer vos propres collections en format .ppt

Notre proposition pour les universités Couperin:

- Comme convenu, nous sommes heureux d’offrir une remise de 10% sur les abonnements de 12 mois à tous les membres de Couperin.
- Les tarifs et remises sont valables pour tout abonnement initial de 12 mois confirmé réservé avant le 15 décembre 2017 (à commencer le 1 janvier 2018 ou avant).
- **Les fonctionnalités personnalisées impliquent des frais supplémentaires à cause des coûts et ressources administratifs.**
- Nous sommes heureux d’offrir les fonctionnalités personnalisées gratuitement aux directions de bibliothèque.
<table>
<thead>
<tr>
<th>Type de Compte</th>
<th>Durée</th>
<th>Taille de l'université (nombre d'étudiants)</th>
<th>Prix Net</th>
<th>Remise Couperin (10%)</th>
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Notre proposition pour les écoles de commerce membres de Couperin :

- Les tarifs et remises sont valables pour tout abonnement initial de 12 mois confirmé/réservé avant le 15 décembre 2017 (à commencer le 1 janvier 2018 ou avant).
- Comme convenu, nous sommes heureux d’offrir une remise de 10% sur les abonnements de 12 mois à tous les membres de Couperin.
- Si au moins 5 business schools membres de Couperin confirment/réservent le Compte Campus avant le 15 décembre 2017 (à commencer le 1 janvier 2018 ou avant), nous pouvons vous proposer un offre spéciale 5 écoles.
- Les fonctionnalités personnalisées impliquent des frais supplémentaires à cause des coûts administratifs.
- Nous sommes heureux d’offrir les fonctionnalités personnalisées gratuitement aux directions de bibliothèque.

<table>
<thead>
<tr>
<th>Type de Compte</th>
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<th>Taille de business school (nombre d'étudiants)</th>
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<tr>
<th>Type de Compte</th>
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<th>Taille de business school (nombre d'étudiants)</th>
<th>Prix Catalogue</th>
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optional: individual functions

+ 5% charge of respective price above