

Index Data License Agreement

Preamble

Panorama Global (“**Licensor**”, “**Panorama Global**”, “**we**” or “**us**”) is a 501(c)(3) non-profit, non-governmental organization that through Equal Measures 2030, a multi-sectoral partnership of grassroots organizations, international NGOs and private sectors, connects data and evidence with advocacy and action on gender equality to transform the lives of women and girls and develops and publishes the research dataset known as the SDG Gender Index (“**Index**”).

WHEREAS, Licensor is the owner of or has the right to license the Index.

WHEREAS, Licensor agrees to license the Index subject to the terms and conditions of this Index Data License.

By downloading, using, exploiting, or disseminating results of the Index, you (“**Licensee**” or “**you**”) hereby acknowledge that you have read and understood, and accept and agree to be bound by the terms and conditions of this Index Data License (this “**Agreement**”).

Terms

1 Definitions

- 1.1** “**Confidential Information**” means information that (i) would reasonably be considered confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure; (ii) is designated in writing by a party as confidential; (iii) the other party knows or reasonably ought to know is confidential; or (iv) Information comprised in or relating to any Intellectual Property Rights of a party.
- 1.2** “**Derivative Works**” means any work that is created or developed based upon the Index or any portion thereof, such as a revision, modification, adaptation, translation, condensation, or other form of work into which the Index may be recast, transformed, or adapted, and that, if prepared without authorization by Licensor, would constitute a copyright infringement.
- 1.3** “**Intellectual Property Rights**” means any and all right, title, and interest in and to any and all copyrights, trademarks, designs, service marks, patents, trade secrets, know-how, trade names, moral rights, rights of privacy and publicity, database rights, and similar rights of any type, including any applications, continuation, or other registrations with respect to any of the foregoing, and all similar or equivalent rights or forms of protection which subsist now or in the future, under the laws or regulations of any governmental, regulatory, or judicial authority throughout the world.
- 1.4** “**License**” shall have the meaning set forth in Section 3 of this Agreement.
- 1.5** “**Licensee**” shall have the meaning set forth in the Preamble.
- 1.6** “**Non-commercial Purposes**” means purposes that are not intended for or directed towards commercial advantage or monetary compensation.
- 1.7** “**Term**” means the term of the Agreement as set forth in Section 2 of this Agreement.

2 Term

This Agreement commences on the date Licensee accepts the terms and conditions of this Agreement by accessing or using the Index in any way, and continues indefinitely, unless terminated in accordance with Section 8 of this Agreement.

3 License Grant

Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Licensee a worldwide, royalty-free, non-exclusive, limited, non-transferable, non-sublicensable license during the Term to use, download, exploit, reproduce, make copies, translate, adapt, distribute, perform, display, communicate to the public, and prepare Derivative Works of, the Index in any media or format whether now known or hereafter created solely for Non-commercial Purposes (the "License").

4 Licensee's Restrictions and Obligations

4.1 General

- (a) Licensee must keep intact all notices that refer to the License and any relevant disclaimer of warranties in each copy of the Index, and in each Derivative Work.
- (b) Licensee shall only use the Index for Non-commercial Purposes and shall not, directly or indirectly, disclose, release, distribute, or deliver the Index, or any portion thereof, to any third party without Licensor's prior written consent.
- (c) Licensee shall not assert or imply any connection between Licensor and the Licensee or Licensee's use of the Index; or sponsorship or endorsement by Licensor of the Licensee or Licensee's use of the Index.
- (d) Licensee must include a written acknowledgement in a manner that is reasonable having regard to the output, medium or means that apply to Licensee's use of the Index (whether a Derivative Work or otherwise), and which will contain, as a minimum, the following:

[EM2030 SDG Gender Index](https://www.equalmeasures2030.org).

Notwithstanding the foregoing, for any online use of the Index, Licensee shall also include a link to the following URL: <https://www.equalmeasures2030.org>

- (e) In no event shall Licensee remove, obscure, or alter any proprietary notice or attribution relating to the Index, copyright notices or other proprietary legends and trademarks or service marks of Licensor (and if applicable, its licensors), without Licensor's prior written consent (or if applicable, its licensors), in each instance.
- (f) Licensee shall comply with all applicable laws with respect to the use of the Index and all elements thereof.

4.2 Third Party Data Terms

Licensee acknowledges and agrees that the Index includes datasets and indicators which are provided by or licensed from third parties that may not be redistributed or reused without the consent of the original third party data provider, or may be subject to additional terms and conditions which are different from this Agreement (the "Third Party Terms"). Licensee must refer to the applicable Third Party Terms, with respect to attribution, distribution, and reproduction of such third party data and in accordance with Section 4.1 above. Licensee agrees and acknowledges that it is Licensee's responsibility to ensure that its use is in full compliance with all applicable Third Party Terms. Licensor will not be liable for any claims brought against Licensee by third parties in connection with Licensee's use of any data or dataset contained or referred to in the Index.

4.3 No Sub-licensing

The use rights granted under this Agreement are for the sole benefit of Licensee, are non-transferable, non-assignable, and may not be, directly or indirectly, sublicensed. . Licensee may grant a License to third parties to use any Derivative Works, provided such License incorporates

the key terms in this Agreement, including the License terms in Section 3, the restrictions in Section 4.1, the disclaimers under Section 5, the limitation of liability under Section 6 and any other terms Licensor may stipulate from time to time.

5 Disclaimers

THE INDEX IS PROVIDED BY LICENSOR ON AN “AS IS”, “WHERE IS” AND “AS AVAILABLE” BASIS. LICENSEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, LICENSOR DOES NOT MAKE, AND HAS NOT MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONTENTS OR ACCURACY OF THE INDEX, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THESE DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6 Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS OR REVENUES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IF FOR ANY REASON, LICENSOR IS FOUND TO BE LIABLE TO LICENSEE, LICENSOR’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (USD \$100). THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (IN SUCH CASES OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW). THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THE TERMS.

7 Indemnification

Licensee shall indemnify, hold harmless, and, at Licensor’s option, defend Licensor from and against, and release Licensor and its directors, officers, employees and agents from, all claims, demands, suits, damages, liability, losses, costs, and expenses (including reasonable attorneys’ fees and expenses incidental thereto) resulting or arising directly or indirectly from (i) Licensee’s use or misuse of the Index, (ii) any breach of this Agreement by the Licensee, (iii) negligence or willful misconduct, or (iv) breach of any laws, regulations or third-party rights, including infringement of any intellectual property or privacy rights.

8 Termination

- (a) This Agreement and the rights granted to Licensee under this Agreement will terminate automatically upon any breach by Licensee of the terms of the License.
- (b) Licensor may terminate this Agreement upon thirty (30) days' prior written notice to Licensee for any or no reason.
- (c) Sections 1, 6, 7, 8, 9, 10, 11 and 12 and Licensee's obligations thereunder survive any termination of this Agreement.

9 Intellectual Property Rights

9.1 Ownership

- (a) All rights not expressly granted by Licensor are reserved.
- (b) As between Licensee and Licensor, Licensor and its licensors shall retain sole and exclusive ownership of, and all Intellectual Property Rights in and to the Index.
- (c) Nothing in this Agreement shall operate to assign any Intellectual Property Rights in the Index to Licensee or to any other third party.
- (d) Licensor may, in its sole and absolute discretion, release the Index under different License terms, or cease distributing the Index, in whole or in part, at any time.

9.2 Feedback

To the extent Licensee provides any ideas, feedback, recommendations, suggestions or other information (collectively, “**Feedback**”) to Licensor, Licensee acknowledges and agrees that (a) Licensee’s submission of such Feedback is purely voluntary; (b) all Intellectual Property Rights in and to the Feedback will vest in and remain with Licensor from the point of submission; (c) Licensor has no obligation to review or use the Feedback; (d) Licensor may implement and distribute the Feedback, in whole or in part, for any purpose and regardless of format or media, without any compensation or obligation to compensate Licensee; and (e) Licensor has no obligation to keep the Feedback confidential.

10 Confidentiality

10.1 Nondisclosure and Nonuse Obligations.

Licensee agrees that it will not disseminate, distribute, expose, use, disclose, or make available to any third party Licensor’s Confidential Information, unless such use or disclosure is made in accordance with the terms of this Agreement. Licensee agrees that it will treat all Confidential Information with the same degree of care as it does to its own Confidential Information, but in no event less than reasonable care, and to use commercially reasonable measures to protect Licensor’s Confidential Information.

10.2 Exclusions. The obligations to maintain confidentiality do not apply to the extent that such Confidential Information is (i) required to be disclosed according to the requirements of any law, regulation, subpoena, judicial or legislative body or government agency, provided to the extent permissible, Licensee shall provide prompt written notice to Licensor of such disclosure so that Licensor may seek protective order or other protections; or (ii) otherwise approved for release in writing by Licensor subject to the terms and conditions of this Agreement.

11 Notices

All notices to Licensor required under this Agreement shall be in writing and shall be deemed given when actually delivered. Licensee shall address all notices, requests, demands, questions, or other communications to the recipient at the email address listed below:

info@equalmeasures2030.org

12 General

12.1 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.

12.2 Waiver and exercise of rights

No waiver by Licensor of any term or condition set out in the Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under the Agreement shall not constitute a waiver of such right or provision.

12.3 Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Licensee without Licensor’s prior written consent, such consent at Licensor’s sole discretion, but may be freely assigned by Licensor without Licensee’s consent or any restriction. Any attempted assignment in violation of the Agreement shall be null and void.

12.4 Governing Law and Jurisdiction

(a) This Agreement shall be governed by and construed under the laws of the State of Washington, without reference to any principles of conflicts of laws.

- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in King County, Washington and waives any right to object to any proceedings being brought in those courts.

12.5 Dispute Resolution

Licensor and Licensee agree to use their best efforts to resolve any disputes, claims, or other matters in controversy arising under or related to this Agreement. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, that the parties are unable to resolve by mutual agreement shall be determined by arbitration in Seattle, Washington before one neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court, or from seeking injunctive relief.

12.6 Entire Agreement

This Agreement (including the preamble statements and any exhibits attached hereto, all of which constitute operative provisions of this Agreement) constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral and written understandings and agreements relating thereto. There are no other representations, undertakings, warranties, promises, or consideration made by any party to the other with respect to the subject matter of this Agreement, except as expressly specified herein.

12.7 Amendment

This Agreement may not be amended, modified, discharged, or terminated, nor may any of the provisions hereof be waived, except in a writing signed by authorized representatives of the parties, in Licensor's sole discretion.

12.8 Headings

The Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

12.9 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means 'includes without limitation';
- (e) no rule of construction will apply to a Section to the disadvantage of a party merely because that party put forward the Section or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation; and
 - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation