

“Mobility Data Licence”

General interest licence for the re-use of mobility data

Preamble

The purpose of this Licence is to define the conditions under which the Licensor makes databases available to the Licensee on a non-exclusive basis for re-use.

The Licence is applicable to databases relating to travel and traffic as defined in Article L. 1115-1 of the French Transport Code (Code des transports), introduced by the Law No. 2019-1428 of 24 December 2019 on Mobility Orientation (Loi d’Orientation des Mobilités) in application of the European Commission Regulation 2017/1926 of 31 May 2017 supplementing Directive 2010/40/EU of the European Parliament and of the Council.

The above-mentioned data can be accessed via the National Access Point (transport.data.gouv.fr) in accordance with the regulations, as well as on the Licensor's Distribution Platform, if the latter so chooses.

The re-use of the data is subject to the conclusion of this licence and the General Conditions of Use of the distribution platforms (National Access Point or Licensor) which establish the practical terms of access to the Databases.

Introductory provisions

This Licence is a licence agreement to allow users to freely share, modify and use this Original Database under certain conditions of re-use. As many databases are protected by copyright, the purpose of these rules is to assign these rights. Some countries, mainly in the European Union, provide for specific rights governing databases, so these rights are also covered by the “mobility data” licence. Finally, this Licence is also a contract in that users of this Original Database agree to comply with certain obligations in return for allowing access to this Original Database.

Databases may offer a wide variety of content (e.g., visual, audio-visual, and audio material in a single database), so the “mobility data” licence governs only the rights related to the Original Database and not each item of content in the Original Database separately. Licensors must share this Licence with another licence for the content, provided that all such content is governed by a single set of rights. If the Content is subject to various separate rights, the Licensors are required to indicate the rights applicable to each element of the Content, either individually or in some other way that makes the applicable law clear.

The content of a database, or the database itself, may sometimes be subject to rights other than those referred to in these clauses (such as private contracts, trademark rights protecting a name, or privacy/data protection rights relating to information on the content). Therefore, be sure to consult any other documents or inform yourself of any other rights before undertaking any activity not covered by the Licence.

The Licensor (as defined below) and
The Licensee (as defined below) agree as follows

1.0 Definition of capitalised terms

“Aggregation of Databases”: means the joining together of several independent databases that may be used concurrently to create a Derived Database or a Produced Creation.

“Transfer”: means, in its verbal form, to Use the Original Database, a Derived Database or the Original Database as part of an Aggregation of Databases in any manner that permits a Person to create or receive copies of the Original Database or a Derived Database. Transfer does not include a user’s interaction with a computer network or the creation or Use of a Produced Creation in the absence of transferring a copy of the Original Database or a Derived Database.

“Content”: means the contents of this Original Database, including the information, independent works and any other material incorporated into the Original Database. For example, the content of the Original Database may be factual data or works such as visual, audio-visual or audio materials, or texts.

“Original Database”: means a body of information (the “Content”) organised in a systematic or orderly manner and individually accessible electronically or as otherwise provided under this Licence.

“Database Directive”: means Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or revised.

“Database Rights”: means the rights under Chapter III (“sui generis”) of the Database Directive (as amended and transposed by the Member States), including the Extraction and Re-use of all or a Substantial Part of the Content, as well as any other similar rights existing in the relevant jurisdiction under Article 10.4.

“Derived Database”: means a database based on the Original Database, including any translation, adaptation, arrangement, modification or other alteration of the Original Database or any Substantial Part of the Content, including, without limitation, the Extraction or Re-use of all or any Substantial Part of the Content in a new database.

“Extraction”: means the permanent or temporary transfer of all or a Substantial Part of the Content to another medium, by any means or in any form whatsoever. “Licence”: means this licence agreement, and is both an assignment of nonexclusive rights (such as copyright and Database Rights) and a contractual commitment.

“Licensor”: means the Person offering the Original Database under the terms of this Licence. It is responsible for making mobility data available in accordance with Articles L. 1115-1, L. 1115-2 and L.1115-3 of the French Transport Code, introduced by Article 25 of the Law No.

2019-1428 on Mobility Orientation of 24 December 2019. “Person”: means a natural or legal person or a group of persons, whether incorporated in companies or not.

“Produced Creation”: means a creation (such as a visual, audio-visual or audio medium, or a text) resulting from the use of all or a Substantial Part of the Content (through a search or other query) of the Original Database, a Derived Database or the Original Database as part of an Aggregation of Databases.

“Publicly”: means to Persons other than the Licensee or Persons over whom the Licensee does not have control by virtue of either holding more than a 50% shareholding or by virtue of the Licensee’s decision-making authority over their activities (such as entering into a contract with an independent consultant).

“Re-use”: means any means of making public all or a Substantial Part of the Content by way of distribution of copies, rental, posting online or by any other means of distribution.

“Substantial”: means substantial in terms of quantity, quality or both. Systematic and repeated Extraction and Re-use of insubstantial parts of the Content may be considered as Extraction or Re-use of a Substantial Part of the Content.

“Use”: means, in its verbal form, any action subject to copyright or other Database Rights, whether in the original medium or not, including, but not limited to, distribution, copying, public dissemination, public display and preparation of derivative works of the Original Database, and any modification of the Original Database that may be technically necessary for its use in a different mode or format. “Licensee” means a Person exercising rights under this Licence who has not previously breached the terms of this Licence in relation to the Original Database, or who has obtained the express permission of the Licensor to exercise the rights under this Licence despite a previous breach of such rights.

When in the singular, these terms include the plural and vice versa.

Data Producer: a person under public or private law who produces the data referred to in Article L. 1115-1 of the French Transport Code. This may be distinct from the Licensor, who is responsible for making the data available within the meaning of Articles L.1115-1 and L.1115-2 of the French Transport Code.

Licensor’s Distribution Platform: digital environment allowing the Licensor to make its databases publicly available

Licence Accompanying Note: an optional document attached to the Licence by the Licensor for informational and practical purposes, intended to make it easier to understand and use.

2.0 Scope of the Licence

2.1. Legal consequences of this document. The Licence is:

- a. A licence governing the applicable copyright and related rights;
- b. A licence governing the Database Rights; and
- c. A contractual commitment between the Licensee and the Licensor.

2.2 Rights covered. The License regulates the rights to the Database, including:

- a. the Copyright. Any copyright or related rights to the Original Database. The copyright licensed relates to any individual item in the Original Database but does not apply to the copyright in the Independent Content of the Original Database. See Article 2.4 for more details. Copyright varies by jurisdiction, but generally covers: the model or schema of the Original Database, i.e., the structure, layout and organisation of the Database, and may also

include the table and index of the Original Database, the data input and output forms, and the field names of the Content stored in the Original Database;

b. the Database Rights. They apply exclusively to the Extraction and Re-use of all or a Substantial Part of the Content. The Database Rights may be invoked even in the absence of any copyright relating to the Original Database. Database Rights may also apply where Content is removed from the Original Database, selected and organised so as not to infringe any applicable copyright; and

c. the Contract. This is an agreement between the Licensee and the Licensor allowing the Licensee access to the Original Database. In return, the Licensee agrees to certain conditions of use of such access as described in the Licence.

2.3 Rights not included in the Licence

a. The Licence does not apply to computer programs used to create or operate the Original Database;

b. The Licence does not apply to any patent relating to the Content or the Original Database; and

c. The Licence does not apply to any trademark associated with the Original Database.

2.4 Relationship to the Content of the Original Database. Separate elements of the Content contained in the Original Database may be subject to other rights, including copyright, patent rights, data protection rights, privacy rights or personality rights. The Licence does not relate to any rights (other than Database Rights or contractual rights) in the particular Content contained in the Original Database. For example, if the Licence is applied to an Original Database of images (the Content), it will not apply to the copyright of the individual images, which may be subject to separate licences or to a single licence governing all rights to the images.

3.0 Rights granted by the Licence

3.1 Subject to the terms and conditions set forth herein, the Licensor grants to the Licensee a royalty-free, non-exclusive, worldwide, terminable (only under Article 11) licence to Use the Original Database for the duration of the applicable copyright or Database Rights. These rights expressly include commercial use, but do not exclude any other field of activity. To the extent possible in the jurisdiction concerned, these rights may be exercised irrespective of the mediums and formats, whether they exist now or are created in the future. The rights granted include in particular:

a. The Extraction and Re-use of all or a Substantial Part of the Content;

b. The creation of Derived Databases;

c. The creation of Aggregation of Databases;

d. The creation of temporary or permanent copies, by any means and in any form, in whole or in part, including any Derived Database or as part of an Aggregation of Databases; and

e. Distributing, communicating, displaying, renting, making available or broadcasting to the public, by any means and in any form, in whole or in part, including any Derived Database or as part of an Aggregation of Databases.

3.2 The Licensor reserves the right to supply the Original Database on different terms, or to cease supplying or making it available. Please note that the Original Database may be subject to multiple licences. The Licensee may therefore have the option of using alternative licences for the Original Database. Subject to Article 12.4, the Licensor reserves all other rights that it does not expressly grant.

4.0 Conditions of Access

4.1 Licensee identification and authentication

The Licensor may require identification and authentication of the Licensee for access to its Databases. The terms and conditions are therefore set out in the General Terms and Conditions of Use of its Distribution Platform.

The required information may include:

- For a company:
 - o Company name
 - o Surname and first name of the representative o SIREN number
- For an individual:
 - o Surname o First name
 - o Email or telephone number

4.2 Single user account

Where the Licensor requires the Licensee to identify itself in order to access the data, the Licensee, whether a company or a private individual, may only have a single user account for the purpose of monitoring requests for the application of Article L11153 of the French Transport Code. In the event that the Licensor determines that there are multiple user accounts for the same Licensee, the provisions of Article 11 of this Licence shall apply.

4.3 Financial compensation

In accordance with Article L.1115-3 of the French Transport Code, financial compensation may be requested from the user when the transmission of data to this user requires the data supply service to exceed thresholds, the characteristics and levels of which are defined by Decree No. 2020-1753 of 28 December 2020 on certain conditions for making digital data available to facilitate travel.

The amount of the compensation as well as the invoicing terms are then set by the Licensor in the General Terms and Conditions of Use of its Distribution Platform.

In accordance with Article 8 of the above-mentioned EU Regulation 2017/1926, this financial compensation shall be reasonable and proportionate to the legitimate costs incurred for the supply and distribution of the relevant travel and traffic data.

5.0 - Conditions of Use

5.1 The rights granted under Article 3 above are expressly subject to the following conditions of use. These are essential conditions of the Licence. Any breach by You will be considered a material breach of these conditions.

5.2 Compatibility with the mobility strategy defined by the Public Authority in the framework of the French Transport Code, the French Roads and Highways Code (Code de la voirie routière) and the French Law for Regional and Local Authorities (Code général des collectivités territoriales).

The Licensee shall not re-use data that is incompatible with the mobility strategy defined by the Public Authority within its territorial jurisdiction, within the framework of the French Transport Code, the French Roads and Highways Code and the French Law for Regional and Local Authorities.

The Licensee must therefore ensure that its re-uses of the data made available under the conditions of this Licence, as well as the services offered based on this data, are compatible with this mobility strategy, the main priorities of which are:

- safety for all journeys,
- the reduction of road traffic and congestion,
- the development of public transport and active modes of travel,
- the protection of the environment and the reduction of greenhouse gas emissions.

This transport strategy is defined in the legally binding local documents mentioned in Book II of the French Transport Code, such as the Mobility Plan (Plan de mobilité) and the Master Plan for Development, Sustainable Development and Regional Equality, and the City Planning Code (Code de l'urbanisme).

If the competent public authority notices a re-use of the data that is incompatible with its mobility strategy, it shall notify the Licensee as soon as possible, give reasons for the observed incompatibility and indicate a period of time for the Licensee to remedy the situation, which may not be less than three working days.

If at the end of this period the Licensee has not taken remedial action, the provisions of Article 11.0 shall apply.

Details of the Public Authority's mobility strategy as well as examples of problematic re-use and, where appropriate, remedies found can be detailed in the accompanying note attached to the licence.

5.3 Notices and notifications. If the Licensee Publicly transfers the Original Database, any Derived Database or the Original Database as part of an Aggregation of Databases, then the Licensee shall be bound by the following: To undertake such an action only in accordance with the terms of this Licence or another licence authorised under Article 5.5;

To include a copy of the Licence (or, if applicable, a licence authorised under Article 5.5) or its URI (Uniform Resource Identifier) in the Original Database or Derived Database, to include both in the Original Database or Derived Database and in any other relevant documentation; and

Retain all notices of copyright or other Database Rights and all notices relating to the Licence. If it is not possible to include the required notices in a specific file due to its structure, the Licensee is obliged to include the notices in a location (such as a relevant directory) where users can easily find them.

5.4 Notification of use of the result (Content). Neither the creation nor the Use of a Produced Creation requires any notice in the sense of Article 5.3. However, if the Licensee uses a Produced Creation publicly, the Licensee is required to include a notice, which is intended to inform any Person using, viewing, accessing, interacting with, or otherwise dealing with the Produced Creation that the Content originated from the Original Database, the Derived Database, or the Original Database as part of an Aggregation of Databases, and that it is subject to the terms of the Licence. a. Example of notice. The following message meets the requirements of Article

5.4 for declarations:

Contains information from NAME OF ORIGINAL DATABASE, currently made available under the terms of the “Mobility Data Licence”.

NAME OF ORIGINAL DATABASE must be replaced by the name of the Original Database and a hyperlink to the URI of the Original Database.

“Mobility Data Licence” must contain a hyperlink to the URI of the Licence text. If it is not possible to create hyperlinks, the Licensee shall include the entire text of such URIs in the above-mentioned declaration.

5.5 Identical sharing of original conditions.

a. Any Derived Database that the Licensee Uses Publicly must comply with the conditions:

- (i) of the Licence;
- (ii) of any subsequent version of the Licence that maintains its intent; or (iii) a compatible licence.

If the Licensee uses one of the licences mentioned in (iii) for the Derived Database, the Licensee is obliged to comply with the terms of such licence.

b. For all intents and purposes, the Extraction or Re-use of all or a Substantial Part of the Content in a new database constitutes a Derived Database and must therefore comply with the provisions of Article 5.5.

c. Derived Databases and Creations. A Derived Database is Used Publicly and must therefore comply with Article 5.5 if a Produced Creation made from such Derived Database is Used Publicly.

d. Identical sharing of the original conditions and additional content. For all intents and purposes, the Licensee is not permitted to add Content to Derived Databases pursuant to Article 5.5 if such Content is inconsistent with the rights granted under the Licence.

e. Compatible licences. The Licensors may designate a proxy server to determine compatible licences under Article 5.5 a. iii. In this case, the public declaration of acceptance of a compatible licence from the authorised proxy allows the Licensee to use the compatible licence.

5.6 Limitation to the Identical sharing of original conditions. The requirements of Article 5.5 shall not apply in the following cases:

a. For all intents and purposes, the Licensee is not required to license Aggregations of Databases under the Licence if the Licensee incorporates the original Database or a Derived

Database into the Aggregation of Databases; however, the Licence will apply to the Original Database or a Derived Database.

Derived Database as part of the Aggregation of Databases;

b. The Use of the Original Database, a Derived Database or the Original Database as part of an Aggregation of Databases to create a Produced Creation does not imply the creation of a Derived Database within the meaning of Article 5.5; and

c. Use of a Derived Database internally within an organisation is not considered public and is therefore not subject to the requirements of Article 5.5.

d. Additional condition¹. The identical sharing clause (Article 5.5) concerns information of the same nature, of the same granularity, of the same temporal conditions and of the same geographical scope. By extension, only re-sharing to Derived Databases is required (Article 5.8) for Derived Databases meeting these conditions.

The Licensee is then required to publish the Derived Database on the National Access Point (transport.data.gouv.fr), under the initial dataset, in the original format. The Licensee shall inform the Licensor of any errors found in the Original Database.

5.7 Neutrality and loyalty. The Licensee shall not make any use of the Database that would have the effect or purpose of misleading third parties as to the content of the information and its update date or cause the transmission of erroneous information.

Re-use is based on an up-to-date exploitation of the database and on the completeness of the data available in relation to the proposed service, insofar as the data concerned remains relevant to the purpose of the re-use. In particular, the Licensee shall refresh its data as much as possible within the limits of any free access thresholds (see Article 4.3).

As part of the neutrality of the re-use of data, the exploitation of data shall be carried out according to a fair, equivalent and objective treatment of data of the same nature, regardless of the producer and shall not favour any person, company, service or product to the detriment of another.

5.8 Access to Derived Databases. If the Licensee Publicly Uses a Derived Database or a Creation obtained from a Derived Database, the Licensee is also required to provide recipients of the Derived Database or the Produced Creation with a digital copy of the following:

a. the entire Derived Database; or

b. a file containing either all the changes made to the Original Database or the method used to make such changes to the Original Database (such as an algorithm), including any Additional Content, and which shows all the differences between the Original Database and the Derived Database.

The Derived Database (under a.) or the file containing the modifications (under b.) shall be made available at a cost not exceeding a reasonable production cost in the case of physical distribution and free of charge in case of online distribution.

5.9 Technological measures and additional conditions

a. The Licence does not authorise the Licensee to impose (except as specified in Article 5.9 b) any technological measures or conditions in relation to the Original Database, a Derived

¹ Identical to the Special Conditions of Use for the National Access Point transport.data.gouv.fr

Database or all or any Substantial Part of the Content which alter or restrict the terms of the Licence or any rights granted under it, or which have the effect or purpose of restricting the ability of any person to exercise such rights.

b. Parallel distribution The Licensee may impose technological measures or conditions on the Original Database, the Derived Database, or the whole or a Substantial Part of the Content (an “Original Restricted Database”) that are contrary to the provisions of Article 4.7

a. where the Licensee also makes a copy of the Original Database or the Derived Database available to the recipient of the Restricted Database:

- that is available at no extra cost;
- that is available in a medium that does not alter or restrict the terms of this Licence or any rights granted hereunder, or have the effect or purpose of restricting the ability of any person to exercise such rights (an “Unrestricted Database”); and
- the Original unrestricted Database will be at least equally accessible to the recipient, in practice, as the Restricted Database.

c. For all intents and purposes, the Licensee may place the Original Database or a Derived Database in a password-protected environment requiring authentication or similarly restricted access, provided that the Licensee does not alter or restrict the terms of the Licence or any rights granted thereunder, and provided further that the Licensee does not restrict or intend to restrict the ability of any person to exercise such rights.

5.10 Granting a Licence to a third party. The Licensee may not sublicense the Original Database. Whenever the Licensee provides the Original Database, all or a Substantial Part of the Content, or any Derived Database to any third party in any way, the Licensor offers the recipient a licence to use the Original Database on the same terms and conditions as the Licence. To this end, the Licensee or the third party shall notify the Licensor by any means of the need for a new licence. If the Licensor does not reply, the licence shall be deemed to be acquired 30 days after the first request. The Licensee is not responsible for enforcing compliance with the Licence by third parties; however, the Licensee is entitled to enforce any rights it may have in respect of a Derived Database. The Licensee is solely responsible for any modification of a Derived Database created by the Licensee or by any other Person for which it is responsible. The Licensee may not impose any additional restrictions on the exercise of the rights granted or claimed under the Licence.

6.0 Obligations of the Licensor

6.1 The Licensor shall inform the Licensee, as soon as possible, of any developments that may affect the implementation of the Licence, such as:

- any change in the organisation of the content and format of the data made available,
- any change in the technical arrangements for provision

The Licensor shall inform the Licensee of such changes, in accordance with the procedure set out in the General Terms and Conditions of Use, prior to their effective implementation, so as to allow the Licensee a reasonable period of time to make any necessary adjustments.

The Licensor shall inform the Licensee as soon as possible, in accordance with the procedure set out in the General Terms and Conditions of Use, of any event of which it is aware that may disrupt the supply of Data.

The Licensor shall endeavour to remedy, within a reasonable period of time, any malfunctions directly attributable to it by proposing an appropriate solution, taking into account the complexity of the situation and the requirements of the public interest for which it is responsible.

The Licensor shall specify in its General Terms and Conditions of Use the technical contact partners of the Licensee.

7.0 Moral rights

7.1 Moral rights. This article is devoted to moral rights, including the right to be identified as the author of the Original Database or to object to any processing likely to harm the author's honour and reputation, as well as any other derogatory processing:

- a. In jurisdictions that permit the waiver of moral rights, the Licensor waives all moral rights that it may have in relation to the Original Database to the fullest extent permitted by the regulations in force in the relevant jurisdiction under Article 10.4;
- b. If the competent jurisdiction does not permit the waiver of moral rights under Article 7.1 a, the Licensor undertakes not to exercise any moral rights in relation to the Original Database and waives any action for moral rights to the fullest extent permitted by the regulations of the competent jurisdiction under Article 12.4; and
- c. In jurisdictions that permit neither a waiver of moral rights nor an undertaking not to invoke moral rights under Article 5.1 a and b, the author shall retain its moral rights over certain aspects of the Original Database. Please note that some jurisdictions do not permit the waiver of moral rights, so moral rights may remain over the Original Database in some jurisdictions.

8.0 Fair dealing, exceptions to the Original Database and other unaffected rights

8.1 The Licence does not affect any rights that the Licensee or any other person may have independently under any applicable law or regulation in relation to the use of the Original Database, including, in particular:

- a. Exceptions to the Database Right, including: Extraction of Content from Original non-electronic Databases for private purposes, Extraction for the purpose of educational illustration or scientific research as well as Extraction or Re-use for the purpose of public safety or in the context of administrative or judicial proceedings.
- b. Fair dealing or any other limitation or exception to copyright infringement or any other applicable law or regulation.

8.2 This Licence does not affect any right of authorised users to Extract or Re-use non-substantial parts of the Content, evaluated quantitatively or qualitatively, for any purpose whatsoever, including the creation of a Derived Database (subject to other rights relating to the Content, see Article 2.4). Repeated Extraction or Re-use of nonsubstantial parts of the Content is however likely to be considered as Extraction or Re-use of a Substantial Part of the Content.

9.0 Warranties and Waiver

9.1 The Original Database Licence is granted “as is” by the Licensor without warranty of any kind, whether express, implied or arising by law, custom or trade usage. In particular, the Licensor waives any liability under the condition of ownership or any implied warranty, non-infringement, accuracy or completeness, presence or absence of errors, fitness for a particular purpose, marketability or otherwise. Some jurisdictions do not allow the exclusion of implied warranties. In this case, this waiver does not apply to the Licensee.

10.0 Limitation of liability

10.1 Subject to any liability which may not be excluded or limited by law, the Licensor expressly excludes and shall not be liable for any loss or damage caused to any Person in any way or at any time in connection with any use under the Licence, whether by the Licensee or any other Person, and whether or not such loss or damage results from the Licensor's fault. This exemption from liability includes in particular any specific, incidental, consequential, punitive or exemplary damage such as loss of profit, loss of data, loss of anticipated profits or markets. This exemption applies even if the Licensor has been informed of the possibility of such damage occurring.

10.2 If liability cannot be legally excluded, it shall be limited to actual and direct financial losses to the extent that they are attributable to proven negligence by the Licensor.

11.0 Termination of rights under the Licence

11.1 Any breach of the terms and conditions of the Licence by the Licensee shall automatically result in the termination of the Licence, without notice and with immediate effect. For all purposes, all Persons who have received the Original Database, all or a Substantial Part of the Content, Derived Databases or the Original Database as part of an Aggregation of Databases from the Licensee shall retain the benefit of this Licence in accordance with this Licence, provided that their use is in all respects in accordance with this Licence or a licence granted under Section 5.10 of this Licence. Articles 1, 2, 9, 10, 11 and 12 shall continue to apply after the termination of the Licence.

11.2 If the Licensee has not breached any of its obligations under the terms of the Licence, the Licensor shall not terminate its rights under the Licence

11.3 Unless terminated under Article 11.1, the Licence is granted to the Licensee for the duration of the applicable rights relating to the Original Database.

11.4 Restoration of rights. If the Licensee ceases to be in breach of the terms of the Licence, all of the Licensee's rights under the Licence shall be reinstated within 30 days of the cessation of such breach.

11.5 Without prejudice to the foregoing, the Licensor reserves the right to distribute the Original Database on different terms or to terminate the distribution or availability of the

Original Database. Neither publication of the Original Database on different licence terms nor cessation of distribution of the Original Database shall invalidate the Licence (or any other licence granted or to be granted on the terms of the Licence), and the Licence shall remain in full force and effect unless terminated in accordance with the above provisions.

12.0 General provisions

12.1 If any provision of this License is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this License, and any other provision of this License shall remain valid and enforceable to the fullest extent permitted by law.

12.2 The Licence constitutes the entire agreement between the parties with respect to the rights granted herein in relation to the Original Database. It replaces any previous agreement, understanding or statement relating to the Original Database.

12.3 In the event of a breach of the terms and conditions of the Licence by the Licensee, the Licensee shall not be entitled to invoke the terms and conditions of the Licence or to bring an action against any breach by the Licensor.

12.4 Applicable law. The Licence shall take effect and be governed in accordance with the laws of the jurisdiction in which the terms of the Licence are to be applied. If all rights granted under copyright and Database Rights applicable in the relevant jurisdiction include rights other than those provided for in this Licence, such other rights are deemed to be granted by this Licence in order to comply with the terms of this Licence.