IPinfo Inc.
5616 49th Ave SW - Seattle, WA 98136 (Business)
300 Lenora Street, #516 - Seattle, WA 98121 (Remittance)

BY SIGNING AN ORDER FORM OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU MAY ACCEPT THIS AGREEMENT EITHER (A) IN YOUR OWN NAME, AS AN INDIVIDUAL STUDENT, RESEARCHER OR FACULTY MEMBER CONDUCTING ACADEMIC RESEARCH, OR (B) ON BEHALF OF A UNIVERSITY OR RESEARCH INSTITUTION, OR A GROUP OR DEPARTMENT OF ONE. IF YOU ACCEPT ON BEHALF OF AN INSTITUTION, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND IT. IF YOU ACCEPT IN YOUR OWN NAME, YOU ARE PERSONALLY BOUND BY THIS AGREEMENT AND DO NOT NEED AUTHORITY TO BIND YOUR INSTITUTION, BUT YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH ANY POLICIES OF YOUR INSTITUTION THAT APPLY TO YOU.

These Terms and Conditions are entered into between IPinfo Inc., a Delaware corporation ("IPinfo"), and the individual or institution signing an Order Form or accessing the Services ("Customer" or "you"). Collectively, all applicable Order Forms, these Terms and Conditions, and all attachments hereto shall be deemed the "Agreement". The "Effective Date" of this Agreement is the date specified on the applicable Order Form or the date you first accessed the Services, as applicable.

1. SERVICES

1.1. IPinfo will use commercially reasonable efforts to provide Customer the data services described in this Agreement ("Services") in accordance with this Agreement. The Services include all data accessible through them ("Data"), implementation services identified in the Order Form if any ("Implementation Services"), and technical support services unless indicated specifically otherwise.

1.2. As part of the registration process, Customer will identify an administrative user name and password for Customer's IPinfo account. IPinfo reserves the right to refuse registration of, or cancel passwords it deems inappropriate, including for security reasons. This Agreement is subject to IPinfo's Privacy Notice available on IPinfo's website but supersedes any other online terms and conditions presented during the Customer registration process.

1.3. IPinfo reserves the right to update, modify, or discontinue features of the Service at any time without notice.

1.4. Although IPinfo has no obligation to monitor Customer's use of the Services, IPinfo may do so and may prohibit any use of the Services it believes may violate this Agreement.

1.5. If Customer is an individual, Customer shall not provide access to the Services to any third party (including to Customer's institution, colleagues or affiliated organizations). If Customer is a university or research institution, or a group or department of one, the Services and Data may only be accessed by researchers within it, subject to the restrictions set forth in the applicable Order Form. Each such researcher shall only access the Services using their own login credentials, and Customer is responsible for their compliance with this Agreement.

2. INTELLECTUAL PROPERTY RIGHTS

IPinfo owns and retains all right, title and interest in and to, or has a license to, (a) the Services, including all Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. Customer retains all right, title and interest in and to any data it submits to IPinfo or through the Service ("Customer Data") except as provided in this Agreement.

3. LIMITED LICENSE AND USE RESTRICTIONS

3.1. IPinfo grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Services and Data solely for academic research and educational purposes. This includes activities such as:

(a) analyzing the Data for scholarly publications, presentations, and theses;

(b) teaching and training students using the Data within authorized courses; and

(c) developing new research methodologies or tools using the Data.

Any purpose or use not directly related to academic research or education is strictly prohibited.

3.2. Subject to Section 3.3 (Limited Post-Term Use), immediately upon the termination or expiration of this Agreement, Customer must cease the use of, and destroy all records of, the Data and any portions thereof (including, without limitation, all Data downloaded prior to the end of the Term).

3.3. Limited Post-Term Use. Notwithstanding anything to the contrary, for each publication not yet published as of the last day of the Term, Customer may retain, and continue to use, the Data contained in such publication solely to the extent (and for the duration) necessary to finalize the publication of such publication. The foregoing permissible use shall remain subject to the restrictions described in Section 3.1 and shall expire upon the earlier of the date: (x) the applicable publication is published by the organization that initially accepted such publication or (y) that is two (2) years after the last day of the Term. The rights in this Section 3.3 shall be null and void if this Agreement is terminated for breach.

3.4. No Publication of Raw Data. For the avoidance of doubt, during or after the Term, Customer shall not distribute, publish, or otherwise make available the Data to any third party. Customer may only publish summary insights derived from the Data (but not the Data in raw form), subject to the terms of this Agreement.

3.5. Customer shall not at any time, directly or indirectly: (i) disclose, release, distribute, resell or deliver the Services, or any portion thereof including any Data, to any third party or unauthorized user, (ii) copy, modify, or create derivative works of the Services, in whole or in part, (iii) incorporate the Data into a service or product offered by Customer to third parties; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data, in whole or in part; (vi) remove any proprietary notices included within the Services; (vii) publish, enhance, or display any compilation or directory based upon information derived from the Services; or (viii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

3.6. Customer shall also not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, or otherwise violate any law in connection with the Services or this Agreement; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; or (iv) interfere with or disrupt the integrity or performance of the Services or the Data contained therein.

3.7. For clarity and without limiting Section 3.1, Customer shall only use the Data as permitted in this Section 3 and shall not publish or share results of using third party data to evaluate, compare, benchmark or verify the accuracy or completeness of the Data (or vice versa).

3.8. Customer expressly acknowledges that any breach of this Section 3 shall constitute a material, incurable breach of this Agreement, subject to IPinfo's immediate termination and Customer's immediate return or destruction of the Data, as set forth in Section 5.

4. CONFIDENTIALITY

4.1. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of IPinfo includes the Data and non-public information regarding features, functionality and performance of the Services.

4.2. The Receiving Party agrees: (i) to take reasonable technical, physical and administrative measures to prevent unauthorized access, use and other processing of Confidential Information and (ii) not to use or divulge to any third person any such Confidential Information, except to perform the Services, as required by law, or as otherwise expressly permitted herein. This Agreement incorporates any Data Processing Agreement agreed to by the Parties and attached to or referenced by this Agreement, if any. On request of either Party, both Parties will enter into any agreements required by law in connection with any Data.

4.3. The Disclosing Party agrees that the foregoing shall not apply with respect to any information five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

4.4. Except to the extent prohibited by law, each Party will use commercially reasonable efforts to inform the other Party in writing within three (3) business days after it has knowledge of a violation of this section and provide sufficient facts to enable the other Party to take necessary precautionary actions.

5. TERM, TERMINATION, AND SUSPENSION

5.1. Term. Subject to earlier termination as provided in this Agreement, this Agreement is for the Term as specified in the Order Form.

5.2. Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

5.3. Effects of Termination. Upon any termination or expiration of this Agreement, the license granted in Section 3.1 shall expire. Except to the extent provided in Section 3.3, Customer shall cease all use of the Services and the Data, and shall promptly delete or destroy all copies of the Data, in each case, including any Data (or any portion thereof) downloaded prior to such termination or expiration.

5.4. Upon IPinfo's request, Customer shall certify in writing its compliance with this Section 5. If Customer is an institution, the certification shall be given by an authorized representative of the institution.

6. CUSTOMER WARRANTIES

Customer represents and warrants that it has the legal power and authority to enter into this Agreement and, if Customer is accepting this Agreement on behalf of an institution, that the person accepting it is authorized to bind that institution. Customer represents and warrants that all information it provides to IPinfo in connection with this Agreement, including any information provided during registration and information about Customer's identity, is true and not misleading and that Customer's billing information is correct. Customer warrants that it will not introduce any viruses or harmful code into the Services or Data.

7. SERVICE WARRANTY AND DISCLAIMER

7.1. IPinfo represents and warrants that it (i) has the legal power and authority to enter into this Agreement, (ii) has obtained and shall maintain all the necessary rights, lawful bases, authorizations, consents, and licenses to perform the Services to Customer as set forth in this Agreement. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by IPinfo or by third-party providers, or because of other causes beyond IPinfo's reasonable control. IPinfo shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.2. NOTWITHSTANDING THE FOREGOING, IPINFO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND IPINFO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNIFICATION

8.1. Customer will indemnify, defend, and hold harmless IPinfo against any third party damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action finally awarded by a court ("Claim") that arise from a breach of this Agreement or otherwise from Customer's use of Services.

8.2. IPinfo will indemnify, defend, and hold harmless Customer against Claims finally awarded by a court in connection with any third-party allegation that the Services, as furnished by IPinfo hereunder, infringe or misappropriate any copyright, trademark or patent rights ("IP Rights").

8.3. Notwithstanding the foregoing, IPinfo will not have obligations or liability under this Section if a Claim arises from or is related to: (i) use of the Services in violation of this Agreement, if the Claim would not have arisen but for such use; (ii) use of the Services in combination with anything not furnished by IPinfo, if the Claim would not have arisen but for such combination; (iii) any content, information, or data provided by Customer; or (iv) Services provided at no cost to Customer.

8.4. If the Services are or are likely to become subject to a claim of IP Rights infringement, then IPinfo will, at its sole option and expense: (a) obtain for the Customer the right to continue using the Services; (b) replace or modify the Services to be non-infringing and substantially equivalent to the infringing Services; or (c) terminate this Agreement. The remedies in this section are Customer's sole remedies for alleged or actual infringement.

8.5. Each Party's indemnification obligations in this Section are subject to: (i) prompt notification in writing of any Claim (provided that the indemnified Party's failure to provide reasonable written notice shall only relieve the indemnifying Party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying Party's ability to defend or settle such Claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to the indemnifying Party (provided that the indemnifying Party may not settle any claim without the indemnified Party's prior written consent (not to be unreasonably withheld unless it unconditionally releases the indemnified Party of all liability); and (iii) the indemnified Party's cooperation in the defense of such claim at the indemnifying Party's expense.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, IPINFO AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND IPINFO'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO IPINFO FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT IPINFO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. PUBLICITY

IPinfo may use Customer's name, logo and other marks to identify Customer as a user of the Services on IPinfo's website, marketing materials and other publicity materials.

11. DATA ACKNOWLEDGEMENT AND CITATION

Customer agrees to acknowledge the use of IPinfo Data in any publications by prominently citing IPinfo as the data source using the provided format or a substantially similar approved citation. Customer will ensure all co-authors comply with this requirement. This citation is for informational purposes only and does not constitute an endorsement of Customer's research by IPinfo.

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Customer is signing (tick one):

☐ in their own name, as an individual student, researcher or faculty member

☐ on behalf of the institution named below, and is authorized to bind it

Institution (if signing on its behalf): _____

AGREED & ACCEPTED,	**AGREED & ACCEPTED,**
_____	_____
(IPinfo Signature)	(Customer Signature)
Date: _____	Date: _____
Name: Paul Heywood	Name: _____
Title: Co-CEO	Title: _____