License to CURB

By downloading or using the Licensed Material (defined below) or otherwise exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this license ("Public License"). You are granted the Licensed Rights in consideration, and on the condition, of Your acceptance of these terms and conditions, and C40 Cities Climate Leadership Group, Inc. ("Licensor") grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions. **Section 1 – Definitions.**

a **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.

b **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, the right to performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized.

c **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements as well as other essentially equivalent measures anywhere in the world.

d **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.

e **Licensed Material** means the CURB software and its related database referred to collectively as CURB.

f **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.

g **Share** means to provide material to the public or to any party by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public or to any party including in ways that an individual or entity may access the material from a place and at a time individually chosen by them.

h **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

i **You** or **Your** means the individual or entity exercising the Licensed Rights under this Public License.

**Section 2 – Scope.**

a **License grant.**

1 Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material.

2 **Exceptions and Limitations.** For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions, except for the requirement established in sections 3b, 3d, 3e, and 3f below.

3 **Term.** The term of this Public License is specified in Section 6(a).
4 Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

5 Downstream recipients.
   A No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

6 No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor.

b Other rights.
   1 Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
   2 Patent and trademark rights are not licensed under this Public License.

Section 3 – License Conditions.
Your exercise and sharing of the Licensed Rights is expressly made subject to the following conditions.
a. If You Share the Licensed Material, You must indicate that the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
b. You shall not use or promote the use of CURB in connection with services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials (e.g. Nazi memorabilia) or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, hacking/surveillance/interception/descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories.
c. For the avoidance of doubt, You do not have permission under this Public License to Share Adapted Material.
d. You shall not use, reproduce, and/or distribute CURB for a fee charge. You shall not charge for derivative works based on CURB.
e. You shall not use CURB in a manner that fails to comply or is inconsistent with any part of the CURB materials (User Guide, Training Materials, and other documentation), or these terms and conditions.
   The CURB materials can be located at http://www.worldbank.org/curb.
f. You shall not use, distribute or reproduce CURB in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.

Section 4 – Sui Generis Database Rights.
Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:
a for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database, provided You do not Share Adapted Material;
b if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
c You must comply with the conditions in Section 3 if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

a UNLESS OTHERWISE SEPARATELY UNDERTAKEN BY THE LICENSOR IN WRITING, TO THE EXTENT POSSIBLE, THE LICENSOR OFFERS THE LICENSED MATERIAL AS-IS AND AS-AVAILABLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED MATERIAL, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE. WHERE DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, THIS DISCLAIMER MAY NOT APPLY TO YOU.

b TO THE EXTENT POSSIBLE, IN NO EVENT WILL THE LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS PUBLIC LICENSE OR USE OF THE LICENSED MATERIAL, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, LICENSOR’S TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS OF ANY NATURE WILL NOT EXCEED $US 10. WHERE A LIMITATION OF LIABILITY IS NOT ALLOWED IN FULL OR IN PART, THIS LIMITATION MAY NOT APPLY TO YOU.

c The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

a This Public License continues in perpetuity except that it terminates automatically if the license to Licensor is terminated or if You fail to comply with these terms and conditions. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License but your continued use will at all times be subject to the terms of this Public License.

b Sections 3, 5, 6, and 7 survive termination of this Public License.

Section 7 – Interpretation.

a For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.

b To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision
cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.

c No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to in writing by the Licensor.

d Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor, including from the legal processes of any jurisdiction or authority.

e Any dispute or difference arising out of, or in connection with, this Public License or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the UNCITRAL Arbitration Rules then in effect. The arbitration shall take place in New York. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy. In resolving a dispute hereunder, the parties agree that the Public License will be interpreted in accordance with the substantive laws of New York.