

## LICENSE AGREEMENT

### ARTICLE 1. PARTIES

This **License Agreement** ("**Agreement**") has been established electronically between ..... ("**Licensee**") with ..... tax identification number ..... ("**Licensee**") residing at ..... and ..... ("**Licensor**") ..... tax identification number ..... ("**Licensor**") under the terms and conditions set forth below. The Licensee and the Licensor shall be collectively referred to as "**Parties**" and individually as "**Party**" under the Agreement.

This **Agreement** is an integral part and annex of the Distance Sales Contract signed between the Parties and other agreements signed between the Parties and transmitted by the Licensor to the Licensee.

### ARTICLE 2. DEFINITIONS

In the application and interpretation of the Agreement, the following terms shall have the meaning given to them in the written explanations opposite them.

**Buyer:** The natural or legal person who is a member of the Platform and who wishes to purchase the Data Product,

**Anonymized Data:** Data that has lost its ability to prevent the identification of the person concerned by removing or changing all direct and/or indirect identifiers in a data set in the Data Product or to be distinguishable in a group/crowd in a way that it cannot be associated with a natural person,

**FSEK:** Law No. 5846 on Intellectual and Artistic Works and other legislation,

**KVKK:** Law No. 6698 on the Protection of Personal Data and other legislation,

**Licensee :** The Buyer natural or legal person who purchases the Data Product, who has the license rights under this agreement, who is included in the Distance Sales Contract.

**License :** The limits for the use of the Data Product subject to this Agreement,

**Licensor:** The Seller natural or legal person in the Distance Sales Contract who owns the license rights of the Data Product and offers the Data Product for sale on the Platform,

**Platform:** It refers to the Data Marketplace, which belongs to Deepin and connects the Buyer and the Seller, and all kinds of intellectual and industrial rights belong to Deepin within the scope of FSEK. [www.deepin.market](http://www.deepin.market) and the linked website and mobile application,

**Seller :** The legal or natural person who uploads Data Products to the Platform and offers them for

sale,

**Sales Contract:** The distance sales contract, which is an annex to this Agreement, concluded between the Buyer and the Seller,

**Data Product :** The anonymized, categorized and compiled data set offered for sale on the Platform by the Licensor

### **ARTICLE 3. SUBJECT MATTER OF THE CONTRACT**

**3.1.** All license rights and intellectual property rights granted to the Licensee on the Data Product subject to the Sales Agreement are determined by this Agreement. The Licensee is obliged to act in strict compliance with the limits set by the Licensor, the owner of the Data Product, with this agreement.

**3.2.** The Licensor freely determines the boundaries of the intellectual property and license rights of the Data Product that the Licensor offers for sale on the Platform and specifies them on the page on the Platform where information about the Data Product is available. All these matters regarding intellectual property and license rights shall be determined by this Agreement concluded between the parties. The Licensor may reserve all its rights regarding intellectual property and license and may offer options to the Licensee under various conditions. The Licensee may choose between the options offered by the Licensor regarding intellectual property. The Licensee is obliged to use the Data Product in accordance with the options preferred during the purchase and the provisions of this Agreement.

**3.3.** Whether the Data Product can be used for commercial purposes, whether it can be used for commercial purposes, whether it can be transferred, copied, distributed, whether it is suitable for working on it, whether it can be viewed by more than one person, whether it can be worked on and copied and distributed on the Data Product with the condition of attribution, and all limits regarding its license and intellectual property are determined by the "License Agreement". All rights not granted to the Licensee by this agreement belong exclusively to the Licensor. No other rights may be granted to the Licensee by interpretation of the Agreement. All rights of the Licensor related to the Data Product are protected by the provisions of the Law No. 5846 on Intellectual and Artistic Works, the Industrial Property Law No. 6796 and the Turkish Criminal Code No. 5237.

#### **ARTICLE 4. SCOPE OF LICENSE RIGHTS**

**ATTRIBUTION + NONCOMMERCIAL + NON-DERIVATIVE (ATTRIBUTION + NONCOMMERCIAL + NODERIVATES / BY + NC + ND):** Licensee may make non-commercial works on the Data Product provided that Licensor is attributed. Licensee may not modify the Data Product. The Licensee may only copy, distribute and display the Data Product in an identical manner. The Data Product may not be used by the Licensee for commercial purposes, and may not be used directly or indirectly for commercial advantage or monetary consideration or for such purposes.

#### **ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**5.1.** The Licensor is obliged to fully fulfill all of its obligations set forth in this Agreement and to deliver the Data Product to the Licensee in a usable form.

**5.2.** All rights not expressly granted to the Licensee in this Agreement belong to the Licensor. No other rights may be granted to the Licensee by interpretation of the Agreement.

**5.3.** This Agreement does not in any way restrict the license and intellectual property rights of the Licensor related to the Data Product. The Licensor shall continue to exercise its license rights freely within the framework of the relevant legal legislation.

**5.4.** In the event that the Licensee violates the regulations regarding the limits of the license right referred to in Article 4 and goes beyond the license right granted to him, the Licensor has the right to take any legal action without any notice. The parties accept and declare that Deepin shall not be liable in the event of any claim in this context.

**5.5.** Due to the Licensee's violation of the regulations regarding the limits of the license right specified in Article 4, going beyond the license right granted to him; If the Licensor's damage occurs or a license violation occurs; All material and moral damages shall be compensated by the Licensee. The parties accept and declare that Deepin shall have no liability in the event of any claim in this context.

**5.6.** The Licensor may request the update/replacement of the Data Product when deemed necessary. In this case, the complete deletion and destruction of the outdated version of the Data Product may be requested from the Licensee. In the event that destruction or deletion is requested, the Licensee and/or Deepin shall conduct the destruction process in accordance with the Destruction Policy prepared in accordance with the KVKK rules and the Licensor shall be informed within 24 hours at the latest.

## **ARTICLE 6. TERMINATION**

**6.1.** This License Agreement is an annex and an integral part of the "Sales Agreement" and in the event of termination of the Sales Agreement, this agreement shall also be deemed terminated. Upon termination of the Sales Agreement, without the need for any further action, the Licensee unconditionally loses all license rights to the Data Product.

**6.2.** In the event that the Licensee goes beyond the limits of the license right specified in Article 2 or acts in violation of the license rights, the Licensors shall immediately and without any notice terminate the Sales Agreement and this License Agreement.

**6.3.** In the event that the Licensee acts in violation of the Agreement, in bad faith, to harm third parties or to prejudice the Licensors' license rights, the Licensors shall immediately and without any notice terminate the Sales Agreement and this License Agreement.

**6.4.** In the event that the license rights granted to the Licensee by this agreement are used in a way that constitutes unfair competition or in violation of the KVKK, the Licensors shall immediately and without any notice terminate the Sales Agreement and this License Agreement. All material and moral damages and damages of third parties arising from this breach shall be compensated by the Licensee. The parties agree and declare that Deepin shall not be liable in the event of any claim in this context.

**6.5.** Following termination, the Licensors may request the deletion and destruction of the Data Product from all electronic media. The Licensee is obliged to immediately fulfill this request in accordance with the Destruction Policy prepared by the Licensee and/or Deepin in accordance with the KVKK rules and to provide detailed notification to the Licensors regarding the destruction.

**6.6.** The fact that the license right has been transferred in full shall in no way prejudice the Licensors' exercise of the right of termination. The right of termination may be exercised by the Licensors at any time.

## **ARTICLE 7. NOTIFICATION**

**7.1.** The parties accept the addresses specified in this contract as the legal notification address.

Notifications sent to the above addresses shall be deemed valid unless the parties notify the other party of the change in the physical or electronic addresses written above. The parties shall notify the other party of the address changes within 7 (seven) days through a notary public. In case of change of address, if the new address is not notified to the other party, notifications made to the old address shall be valid. All kinds of correspondence and faxes made between the parties from the electronic notification addresses specified in Article 1 regarding the subject of the Agreement are also accepted as valid notification and valid evidence in case of dispute.

#### **ARTICLE 8. FORCE MAJEURE**

In all cases deemed "force majeure" by law, the Parties shall not be held liable for late or incomplete fulfillment or failure to fulfill any of their obligations set forth in this Agreement.

#### **ARTICLE 9. NOTIFICATIONS**

All notices in connection with this Agreement are subject to the written form requirement of the Turkish Commercial Code. Notifications not made in writing and in accordance with the official form are not valid. No claim can be made based on notices not made in writing and in accordance with the official form.

#### **ARTICLE 10. COMPENSATION**

If the Licensee does not use the Data Product belonging to the Licensor in accordance with the regulations and limitations made in this Agreement and/or does not take the necessary care to protect the moral rights of the Licensor and/or makes attempts to damage the intellectual property rights of the Licensor, the Licensor reserves the right to indemnify all kinds of material and moral damages separate and independent from the penalty clause.

#### **ARTICLE 11. PENALTY CLAUSE**

In case of violation of the conditions regarding the use of the license right in Article 4 of this agreement, the violating party is obliged to pay the penalty specified in this article. If the Licensee violates the license rights of the Licensor in any way, the Licensee accepts, declares and undertakes to

pay 4 times of total paid license amount as a penalty. If the violation is detected, a written notification will be made by the Licensor and the payment of the penal clause by the Licensee will be made to the Licensor within 30 (thirty) days from the notification.

## **ARTICLE 12. INTEGRITY OF THE CONTRACT**

**12.1.** No provision of this Agreement may be considered in isolation, separate from the Agreement. In cases where the provisions need to be interpreted, the whole agreement shall be taken into consideration. This License Agreement is an integral part of the Sales Agreement concluded between the parties. In cases where there is no provision in the License Agreement, the relevant provisions in the Sales Agreement shall apply.

**12.2.** If any provision of this agreement becomes invalid or unenforceable, the remainder shall remain in force. If one or more of the provisions becomes invalid or unenforceable, the contract may be terminated in accordance with the notice and termination provisions set out above, even if it makes it impossible for the contract to remain in force.

## **ARTICLE 13. EVIDENCE AGREEMENT**

The Parties agree that the commercial books and records, audit reports, e-mail correspondence, registered mailings and other records kept by the Licensor and Licensee are evidence in case of dispute.

## **ARTICLE 14. APPLICABLE LAW AND COMPETENT COURT**

The provisions of this Agreement shall be governed by the laws of the Republic of Turkey. Istanbul Courthouse and Execution Offices shall be authorized for disputes arising from this Agreement.

This agreement has entered into force as 14 (fourteen) articles on .../...../..... by the parties electronically.