

June 1, 2009

pdCensus2000 - Developer License

- I. This Developer License grants to the Licensee the right to incorporate in for-profit services and products any part of the data contained in any and all editions of **pdCensus2000** (hereinafter, 'information') licensed by the Licensee.
- II. Any and all such for-profit services and products the Licensee incorporates the information in can not be in direct competition with Peacock Data, Inc.
- III. The Licensee must encrypt any and all information incorporated in for-profit services and products so the end user can not create a service or product in competition with Peacock Data, Inc.
- IV. Any and all provisions of site licenses for the information continue to be in effect and binding on the Licensee except the provision excluding use in for-profit services and products.
- V. The Licensee may not transfer or assign its rights under this license to another party without Peacock Data, Inc.'s prior written consent.
- VI. The information is protected by copyright and other intellectual property laws and treaties. The Licensee agrees that Peacock Data, Inc. and its licensors own the title, copyright, and other intellectual property rights to the information.
- VII. Any and all purchases from Peacock Data, Inc. are also subject to Peacock Data, Inc.'s Terms of Service and Privacy Policy and any and all applicable United States federal, state, and local laws and regulations.
- VIII. This license is valid for one calendar year from the date of purchase. After this term, the Licensee must purchase a renewal to continue incorporating the information in for-profit services and products.
- IX. Peacock Data, Inc. may revoke the rights granted by this license upon a violation of any provision herein by the Licensee.