World Time Database – Data License Agreement & Tier Schedule

Version 2.0 – Effective October 1, 2026

This World Time Database Data License Agreement (the "**Agreement**") is between **Code 9 Media, Inc.**, an Illinois corporation doing business as WorldTimeServer.com, with offices at 925 N Illinois Rte 3, Suite 105, Waterloo, IL 62298 ("**Code 9 Media**", "**we**", "**us**"), and the organization identified on the Order ("**Licensee**", "**you**").

You accept this Agreement by checking the acceptance box at purchase, by signing an Order that references it, or by downloading or using the Licensed Data. If you are accepting on behalf of an organization, you represent that you have authority to bind it.

This Agreement replaces the Single World Time Zone Database License (v1.3) and the Enterprise World Time Zone Database License (v1) for all subscriptions purchased or renewed on or after October 1, 2026 (the "Effective Date"). Subscriptions in a current paid term remain under their existing license until renewal.

1. Definitions

1.1 **"Licensed Data"** means the World Time Database files and any other datasets made available to Licensee under its Tier, as listed in Schedule A, in any format or delivery method, including all updates, versions and copies.

1.2 **"Derived Data"** means your own records that contain individual results obtained by using the Licensed Data, such as a time zone identifier, offset or local time stored with a customer, event or transaction record. Derived Data does not include any copy, extract or reconstruction of the Licensed Data as a dataset, table, index or file.

1.3 **"Production Deployment"** means each distinct software application, service or website that uses the Licensed Data in a live environment, directly or indirectly. Each virtual machine, container cluster or cloud region running a separate application is a separate Production Deployment.

1.4 **"Non-Production Copy"** means a development, testing, staging or disaster-recovery copy that supports a licensed Production Deployment and is not used to serve live traffic.

1.5 **Internal distribution.** Loading the Licensed Data into a shared database, data warehouse, internal API or service does not make it a single Production Deployment. **Each application that queries or receives Licensed Data from such a source is a separate Production Deployment.**

1.6 **"Licensee"** means the single legal entity named on the Order. **"Affiliate"** means an entity that controls, is controlled by, or is under common control with Licensee. Affiliates are not licensed unless named in an Enterprise Order.

1.7 **"Order"** means the online checkout, invoice, quote or order form, accepted by Code 9 Media, that identifies Licensee, the Tier, the Subscription Term and the fees.

1.8 **"Tier"** means the license level purchased, with the scope and limits set out in Schedule A.

1.9 **"Services"** means the subscriber area, the download API, the change log, update notices and support provided with your Tier.

1.10 **"Subscription Term"** means the subscription period stated on the Order, including any renewal.

2. License Grant

2.1 **Grant.** During the Subscription Term, and subject to payment and this Agreement, Code 9 Media grants Licensee a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Data for Licensee's internal business purposes, within the number of Production Deployments and other limits of its Tier in Schedule A.

2.2 **Non-Production Copies.** Licensee may make Non-Production Copies of the Licensed Data for each licensed Production Deployment at no additional charge.

2.3 **Display to end users.** Licensee may display individual results from the Licensed Data to its own customers and end users within a licensed Production Deployment, for example a local time or time zone name. Licensee may not give end users bulk access to, or the ability to export, the Licensed Data.

2.4 **Contractors.** Licensee's contractors may use the Licensed Data only to provide services to Licensee, under obligations at least as protective as this Agreement. Licensee is responsible for their compliance. A contractor or agency that builds solutions for multiple clients must license the Licensed Data separately for each client.

2.5 **Exceeding your Tier.** If Licensee's use exceeds its Tier, Licensee must upgrade to the appropriate Tier within 30 days. Fees for the higher Tier apply from the date the excess use began.

2.6 **Reservation of rights.** All rights not expressly granted are reserved by Code 9 Media.

3. Restrictions

Except as expressly permitted by this Agreement or an OEM Order, Licensee will not, and will not allow anyone else to:

1. sell, resell, rent, lease, sublicense, publish, distribute or otherwise make the Licensed Data available to any third party, including Affiliates not named in an Enterprise Order;
2. embed the Licensed Data in any product, service, SDK or dataset that is provided to third parties, except for the end-user display allowed in Section 2.3;
3. share login credentials, API keys or download links with anyone outside Licensee, including third-party services that use them for their own clients;
4. use the Licensed Data to create, improve or validate a competing time zone, boundary or geographic dataset, API or service;
5. use the Licensed Data to train, fine-tune or evaluate machine-learning or artificial-intelligence models, except a model used solely within a licensed Production Deployment that does not reproduce the Licensed Data;
6. scrape, crawl or systematically download content from WorldTimeServer.com or the API beyond the delivery methods provided for your Tier;
7. remove or alter any copyright notice, attribution, identifier or fingerprint in the Licensed Data;
8. circumvent access controls or usage limits; or
9. use the Licensed Data in violation of applicable law, including export control and sanctions laws.

4. Ownership, Attribution and Fingerprinting

4.1 **Ownership.** Code 9 Media owns all right, title and interest, including copyright and database rights, in the Licensed Data, the Services and their compilation, selection and arrangement. Licensee owns its Derived Data, subject to Section 9.

4.2 **Attribution.** Where your Tier requires it (see Schedule A), any public web page or public application that displays results from the Licensed Data must include a visible credit and link to WorldTimeServer.com, for example "Time zone data by WorldTimeServer.com".

4.3 **Fingerprinting.** The Licensed Data may contain unique records or identifiers traceable to Licensee. These do not affect the accuracy of normal lookups. Licensee will not remove, alter or attempt to identify them.

4.4 **Feedback.** Code 9 Media may use any suggestions or corrections Licensee provides without obligation.

5. Services

5.1 **Download access.** The Licensed Data is delivered through the subscriber area and through a download API that returns the current files. Login credentials and API keys are confidential and may be used only by Licensee. Code 9 Media may suspend access that threatens service stability or breaches this Agreement.

5.2 **Change log and update notices.** The change log and update notices are provided for information. Code 9 Media does not guarantee that any change in time zone rules will be detected, reported, or reflected in the Licensed Data by a particular date.

5.3 **Subscriber area.** Each subscription includes one account login. Code 9 Media may change the Services' features and interfaces, but will not materially reduce the Licensed Data included in your Tier during a paid Subscription Term.

5.4 **Software library.** The .NET library and the sample code in the documentation are licensed for use with the Licensed Data under this Agreement and are provided as is.

5.5 **Updates.** Code 9 Media will make updated versions of the Licensed Data available during the Subscription Term as time zone rules change, and will notify subscribers by email. Licensee is responsible for downloading and deploying updates.

6. Term, Renewal and Pricing

6.1 **Term.** This Agreement runs for the Subscription Term stated on the Order, usually 12 months.

6.2 **Renewal.** Subscriptions do not renew automatically. Licensee renews by paying the renewal fees before the end of the current Subscription Term. If Licensee does not renew, the license expires under Section 9.1.

6.3 **Price changes.** Fees for a renewal term are the fees stated on the renewal reminder, quote or invoice, and apply when Licensee accepts or pays them. Fees will not change during a paid Subscription Term, except under Section 2.5.

6.4 **Upgrades.** Licensee may upgrade its Tier at any time by purchasing the higher Tier. The fees for an upgrade are stated on the Order.

7. Fees, Payment and Taxes

7.1 **Fees.** Licensee will pay the fees on the Order. Fees are in U.S. dollars and are payable in advance for each Subscription Term.

7.2 **Payment terms.** Card payments are charged at purchase. Invoices are due Net 30 days from the invoice date.

7.3 **Late payment.** Overdue amounts accrue a late charge of 1.5% per month (18% per year) or $50, whichever is greater, or the maximum permitted by law if lower, until paid. Code 9 Media may suspend access to the Licensed Data and Services for accounts more than 30 days past due. Licensee will pay reasonable costs of collecting overdue amounts.

7.4 **Purchases through resellers.** If Licensee buys through a reseller, the reseller's payment to Code 9 Media is due under these terms, regardless of whether the reseller has been paid by Licensee. Transactions through third-party resellers may carry a channel fee as stated on the quote. This Agreement governs Licensee's use of the Licensed Data regardless of the reseller's terms.

7.5 **Taxes.** Fees exclude taxes. Licensee is responsible for applicable sales, use and similar taxes, other than taxes on Code 9 Media's income.

7.6 **No refunds.** Because the Licensed Data is delivered for self-hosting and cannot be recalled once downloaded, fees are non-refundable, except as stated in Section 9.3 or required by law.

7.7 **Purchase orders.** Terms on a Licensee purchase order or vendor portal do not apply, even if accepted or acknowledged, unless set out in a signed Enterprise agreement.

8. Deployment Certification and Audit

8.1 **Certification.** At purchase and at each renewal, Licensee will certify the number of Production Deployments using the Licensed Data and, where its Tier sets a revenue limit, that it is within that limit. Code 9 Media may request a written certification, signed by an authorized officer, once in any 12-month period.

8.2 **Audit.** Once in any 12-month period, on at least 30 days' written notice, Code 9 Media or an independent auditor bound by confidentiality may verify Licensee's compliance with this Agreement. Audits will take place during normal business hours and will not unreasonably interfere with Licensee's operations.

8.3 **Underpayment.** If an audit or certification shows use beyond Licensee's Tier, Licensee will pay the difference at Code 9 Media's then-current list price from the date the excess use began. If the underpayment exceeds 10% of the fees paid for the audited period, Licensee will also pay the reasonable costs of the audit.

9. Expiration and Termination

9.1 **Expiration.** The license ends when the Subscription Term expires without renewal. The expiration date is shown in the subscriber area.

9.2 **Termination by Code 9 Media.** Code 9 Media may terminate this Agreement on written notice if Licensee materially breaches it and does not cure the breach within 30 days of notice. Code 9 Media may terminate immediately for a breach of Section 3 that cannot be cured, such as redistribution of the Licensed Data.

9.3 **Termination by Licensee.** Licensee may terminate this Agreement on written notice if Code 9 Media materially breaches it and does not cure the breach within 30 days of notice. In that case Code 9 Media will refund the prepaid fees for the unused remainder of the Subscription Term.

9.4 **Effect of expiration or termination.** Within 30 days, Licensee will stop using the Licensed Data and delete all copies of it, including Non-Production Copies and copies held by contractors, and will confirm deletion in writing on request. Backup copies that cannot reasonably be deleted may be retained until overwritten in the normal course, if they are not restored or used.

9.5 **Derived Data.** Licensee may keep and continue to use its Derived Data after expiration or termination, unless the Agreement was terminated for a breach of Section 3.

9.6 **Survival.** Sections 3, 4, 7 (for unpaid amounts), 8 (for 12 months), 9, 10, 11 and 13 survive expiration or termination.

10. Confidentiality

10.1 **Subscriber content.** The change log, update notices, documentation marked confidential, login credentials and API keys are Code 9 Media's confidential information. Licensee may use them internally but will not publish them or disclose them to third parties.

10.2 **Licensee information.** Code 9 Media will keep confidential any non-public information about Licensee's deployments obtained through certification or audit, and will use it only to administer this Agreement.

10.3 **Exceptions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving party, was already known to it, is independently developed, or must be disclosed by law, after reasonable notice where permitted.

10.4 **Customer reference.** Code 9 Media may identify Licensee by name as a customer unless Licensee opts out in writing.

11. Disclaimers and Limitation of Liability

11.1 **Nature of the data.** Time zone rules and boundaries are set by governments and can change with little or no notice. Code 9 Media makes reasonable efforts to keep the Licensed Data accurate and current, but cannot guarantee that it reflects every change or is free of errors.

11.2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR A SIGNED ENTERPRISE AGREEMENT, THE LICENSED DATA AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". CODE 9 MEDIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT AND UNINTERRUPTED OR ERROR-FREE OPERATION. LICENSEE IS RESPONSIBLE FOR TESTING AND VALIDATING THE LICENSED DATA BEFORE RELYING ON IT.

11.3 **Exclusion of damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR BUSINESS, ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY.

11.4 **Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY LICENSEE IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE

CLAIM.

11.5 **Exceptions.** Sections 11.3 and 11.4 do not limit Licensee's liability for breach of Section 3, infringement of Code 9 Media's intellectual property, or unpaid fees, or either party's indemnification obligations under a signed Enterprise agreement.

12. Enterprise Addendum

This Section applies only to Licensees on the Enterprise Tier under a signed Enterprise Order.

12.1 **Scope.** The license in Section 2.1 extends to unlimited Production Deployments for Licensee's internal business purposes and to the Affiliates named in the Enterprise Order. Licensee is responsible for its Affiliates' compliance. Redistribution remains prohibited unless Licensee holds an OEM Order.

12.2 **Indemnification by Code 9 Media.** Code 9 Media will defend Licensee against any third-party claim that the Licensed Data, as delivered and used in accordance with this Agreement, infringes that party's copyright or database rights, and will pay damages finally awarded or agreed in settlement. Licensee must give prompt notice, reasonable cooperation, and control of the defense to Code 9 Media. If a claim is made or likely, Code 9 Media may obtain the right to continue use, modify the Licensed Data, or terminate and refund prepaid fees for the unused term. This is Licensee's sole remedy for infringement.

12.3 **Service commitments.** Any support response times or other service commitments are those stated in the Enterprise Order, if any, together with any remedy stated there.

12.4 **Continuity.** If Code 9 Media ceases business operations without a successor assuming this Agreement, Licensee may continue to use the most recent version of the Licensed Data it received, under the terms of this Agreement, without further fees and without updates.

12.5 **Procurement support.** Enterprise Licensees receive a named contact, completion of reasonable vendor and security assessments, and purchase-order and multi-year invoicing.

12.6 **Precedence.** If a signed Enterprise agreement conflicts with this Agreement, the signed Enterprise agreement controls for that Licensee.

13. General

13.1 **Governing law and venue.** This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-law rules. The parties submit to the exclusive jurisdiction of the state courts located in St. Clair County, Illinois, and the United States District Court for the Southern District of Illinois. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

13.2 **Assignment.** Licensee may not assign this Agreement without Code 9 Media's written consent, except to a successor to substantially all of its business that agrees in writing to be bound and is not a competitor of Code 9 Media. Code 9 Media may assign this Agreement in connection with a merger, acquisition or sale of the World Time Database business.

13.3 **Changes to this Agreement.** Code 9 Media may update this Agreement for future Subscription Terms by posting the new version and giving notice before renewal. The version in effect at the start of a Subscription Term applies for that term.

13.4 **Notices.** Notices to Code 9 Media go to sales@worldtimeserver.com and the address above. Notices to Licensee go to the email address on its account. Email notices are effective when sent.

13.5 **Order of precedence.** In case of conflict: (1) a signed Enterprise agreement; (2) the Order; (3) this Agreement; (4) Schedule A. Purchase order, reseller and vendor-portal terms do not apply (Section 7.7).

13.6 **Entire agreement.** This Agreement, Schedule A and the Order are the entire agreement on this subject and supersede prior licenses, including Single v1.3 and Enterprise v1.

13.7 **Other terms.** If any provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. Neither party is liable for delays caused by events beyond its reasonable control, except for payment obligations. The parties are independent contractors.

Schedule A – Tier Schedule

Schedule A version 2.0, effective October 1, 2026. Fees are set on the Order and the current price list, not in this Schedule. Code 9 Media will add Tiers, datasets and Services to this Schedule as they become available.

Tier	Production Deployments	Who is licensed	Licensed Data	Services	Attribution
Developer	1	Single legal entity	World Time Database files (XML and CSV) and the .NET library	Subscriber area and download API; change log; update notices by email; email support	Required on public display
Developer with Boundary Data	1	Single legal entity	Everything in Developer, plus time zone boundary (polygon) data in KML	Same as Developer	Required on public display
Enterprise	Unlimited, internal use	Licensee plus Affiliates named in the Enterprise Order	World Time Database files and the .NET library; boundary data if listed on the Order	Same as Developer, plus a named contact; vendor and security assessments; purchase-order and multi-year invoicing; any service commitments stated in the Enterprise Order (Section 12)	Not required
OEM / Redistribution	Per Order	Per Order	Per Order	Right to embed and redistribute as stated in the OEM Order	Per Order

Existing subscribers move to this Schedule at renewal: Single license holders to Developer, or to Developer with Boundary Data if their subscription includes polygons, and Enterprise license holders to Enterprise.