

Platform Subscription Agreement

This Platform Subscription Agreement (this “**Agreement**”), effective as of the Product Order date or the date that Customer first receives access to the Platform (the “**Effective Date**”), is by and between Datassential, Inc., with offices located at 18 S. Michigan, 9th Floor, Chicago, IL, 60603 (“**Provider**”), and the entity that Provider is providing or selling products to pursuant to a Product Order (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The specific products ordered by Customer are identified in separate product order forms (a “**Product Order**”) which are incorporated by reference into this Agreement.

1. **Contract Formation:** No agreement or understanding, oral or written, purporting to modify this Agreement shall be binding on Provider unless it is made in writing, specifically stating that it is a modification of this Agreement and it is signed by Provider’s authorized representative. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any of this Agreement. If this Agreement is deemed an offer, Customer’s acceptance of Provider’s offer is expressly limited to acceptance of this Agreement. Customer’s Product Order or use of the Platform shall constitute Customer’s assent to this Agreement. This Agreement shall govern any free trials of the Platform. Any terms and conditions contained in any other form of communication from Customer that are additional to or different from this Agreement shall be deemed rejected by Provider, unless expressly accepted in writing by Provider’s authorized representative. Alternatively, if this Agreement is deemed to be a response to, an acceptance of, or a written confirmation of Customer’s offer, Provider’s acceptance is expressly conditioned upon Customer’s assent to this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior negotiations, representations and promises, written or oral with respect to the subject matter hereof.
2. **Platform:** This Agreement between Provider and Customer governs Customer’s use of Provider’s SNAP! platform developed and maintained by Provider, consisting of (a) a proprietary database of data and information and the proprietary organization and structures for categorizing, sorting and displaying such data and information (“**Database**”), and (b) any related software (“**Software**”). Those portions of the Software and Database provided pursuant to this Agreement, as specified in the applicable Product Order, including any updates and modifications thereto, or other information or services provided by Provider in connection herewith, shall be defined as the “**Platform**.” Provided Customer is not in breach of this Agreement, Provider shall provide Customer with access to the Platform as described in the applicable Product Order. Provider may make updates to information in the Database in Provider’s sole discretion. To the extent that Provider gives Customer access to the Platform free of charge for a trial period, Provider may terminate or suspend Customer’s access to the Platform for any reason at any time.
3. **Usage Rights and Prohibitions:**
 - 3.1. **Permitted User:** A “**Permitted User**” is an individual who is an employee, contractor, or agent of Customer and who has been designated by Customer to Provider as a user of the Platform. Customer shall ensure Permitted Users comply with this Agreement and shall be responsible for a Permitted User’s breach of this Agreement. If a Permitted User ceases to meet the foregoing qualifications, Customer shall immediately notify Provider, and such Permitted User’s access shall be terminated or reassigned. Provider shall provide Customer with the ability to assign each Permitted User with a username and other information necessary to access the Platform. Customer

may change the names of Permitted Users over time in order to accommodate departure of employees, contractors, or agents and/or changes of job functions.

- 3.2. Permitted Use: Subject to the terms of this Agreement and solely for Customer's internal business purposes, during the term of this Agreement, Permitted Users may access and use the Platform: (a) to view the information in the Database; and (b) to download and print selected information from the Database that Provider, in its sole discretion, makes available for download ("**Reports**").
- 3.3. Reports: Subject to and conditioned on Customer's payment of Subscription Fees and compliance with this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Reports during the Term, in all cases solely for: (a) Customer's internal business purposes; (b) to use information contained in a Report for Customer's marketing materials provided that Customer does not reproduce a Report in its entirety in Customer's marketing materials; or (c) for any other purpose that Provider consents to in writing. For the avoidance of doubt, neither Customer nor its Permitted Users may publish or make public the entirety of a Report. Except as expressly provided herein, Customer may only share a Report or portions of a Report with Permitted Users and Customer's consultants that are under confidentiality obligations similar to those contained in this Agreement provided that the consultant is not a direct competitor of Provider.
- 3.4. Prohibited Use: Customer shall not use the Platform or any Report for any purposes beyond the scope of the access granted in this Agreement. In no event shall Customer: (a) access or use the Platform or any Report if it is a direct or indirect competitor of Provider; (b) provide any portion of the Platform or any Report to a direct or indirect competitor of Provider; (c) allow anyone other than a Permitted User to access or use any portion of the Platform; (d) distribute, sublicense, transfer, sell, offer for sale, or disclose any portion of the Platform or any Report to any third party; (e) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or any Report; (f) use any portion of the Platform or any Report in a manner that would violate any third party's intellectual property rights or U.S., international, state, or local law or regulation that may be applicable; (g) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (h) remove any proprietary notices from the Platform or any Report; (i) attempt to test, scan, probe, or hack the Platform or any underlying software, servers, or networks or breach the security, authentication, or encryption measures; (j) attempt to interfere with the Platform by overloading, flooding, or causing a denial of service to Customer or third parties; (k) use or attempt to use any engine, software, tool, agent, or other device or apparatus, method, or mechanism (including without limitation browsers, spiders, robots, or intelligent agents) to scrape or collect data from the Platform through manual or automated means, including in any manner inconsistent with the use of a single Permitted User.
- 3.5. Suspension: Notwithstanding anything to the contrary in this Agreement, Provider may suspend Customer's and any Permitted User's access to any portion or all of the Platform if Provider reasonably determines that (a) there is a threat or attack on any of the Platform; (b) Customer's or any Permitted User's use of the Platform disrupts or poses a security risk to Provider or to any other customer or vendor of Provider; (c) Customer, or any Permitted User, breaches this Agreement; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets,

or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) Provider's provision of the Platform to Customer or any Permitted User is prohibited by applicable law. Provider shall use commercially reasonable efforts to provide written notice of any suspension. Provider shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Permitted User may incur as a result of a suspension. Customer shall continue to be responsible for Subscription Fees for any such interrupted or suspended period.

4. Customer's Obligations:

- 4.1. Customer agrees to access and use the Platform and Reports and the information therein solely during the term of this Agreement, in accordance with the terms and conditions of this Agreement and in compliance with all laws and regulations that may be applicable. Customer shall submit to Provider, in writing, the names, work email addresses and telephone numbers of its Permitted Users before such Permitted Users access the Platform.
- 4.2. Customer is responsible for obtaining all hardware, software and other equipment or connections necessary for its Permitted Users to access and use the Platform, including as it may be modified or changed by Provider. Customer is solely responsible for its and the Permitted Users' use of the Platform. Customer is responsible for the security of its Permitted Users' usernames and passwords, and responsible for any use of the Platform through said usernames and passwords. Customer shall take commercially reasonable efforts to prevent unauthorized access to and use of the Platform and Reports and unauthorized disclosure of usernames and passwords, including, without limitation, by notifying Provider when a Permitted User ceases working for Customer. To the extent Customer becomes aware of any unauthorized access to or use of the Platform or any Report, or any unauthorized disclosure or misuse of usernames and passwords assigned to Customer or its Permitted Users, Customer shall promptly notify Provider and cooperate with Provider's efforts to mitigate any possible damage or further occurrence.

5. Fees:

- 5.1. Customer shall pay Provider the fees as set forth in an applicable Product Order ("**Subscription Fees**"). Unless otherwise stated in an applicable Product Order, Customer shall pay all Subscription Fees up front—either upon the execution of this Agreement, or upon any renewal date of Product Order, thereafter. Upon renewal of a Product Order, the Subscription Fees shall increase by five percent (5%) of amount paid in the previous year. Customer shall be responsible for any sales or use taxes which may be imposed. Interest shall accrue on any delinquent amounts owed by Customer at the rate of 1.5 percent (1.5%) per month, or the maximum rate permitted by applicable law. Customer agrees to reimburse Provider for all expenses and costs, including, without limitation, collection agency costs and reasonable attorneys' fees, incurred by Provider to collect unpaid amounts.
- 5.2. Customer shall reimburse Provider for out-of-pocket expenses incurred by Provider in connection with performing Provider's obligations under this Agreement, including reasonable travel

expenses. Any such expenses shall be billed based on the actual expense and such charges will be supported by appropriate documentation.

6. Representation and Warranties: Each Party represents and warrants that it has all requisite power and authority to enter into and carry out the terms of this Agreement, and that this Agreement has been duly authorized by all necessary actions.
7. Termination:
 - 7.1. This Agreement shall continue in full force and effect commencing on the Effective Date and continuing for the duration of the Product Order unless a Party hereto provides written notice of termination pursuant to the Product Order or this Agreement.
 - 7.2. Customer may terminate this Agreement immediately, in the event of a material breach of this Agreement by Provider that is not remedied within thirty (30) days after Provider's receipt of Customer's written notice of such breach. Provider shall have the right, in its sole discretion, to terminate this Agreement, in whole or in part, for any the following: (a) a material breach of this Agreement by Customer that is not remedied within thirty (30) days after Customer's receipt of Provider's written notice of such breach; (b) Customer makes an assignment for the benefit of its creditors, the filing by Customer or its creditors of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or the appointment of a trustee or receiver for Customer or its property which is not discharged within thirty (30) days of such filing; (c) immediately upon Customer's breach of Sections 3.4 or 4.1; or (d) after providing Customer with sixty (60) days' notice, Provider ceases delivery of a particular product, in which case Provider will refund a portion of the pre-paid Customer Fee prorated based upon the discontinued product and the remaining period of the Term.
 - 7.3. Upon termination of this Agreement, Customer may no longer access or use any portion of Provider Intellectual Property (defined below) in any manner, and Provider shall have no further obligation to Customer. Within thirty (30) days after the expiration or termination of this Agreement, Customer will permanently delete or destroy all portions of Provider Intellectual Property in its possession, custody or control and, upon request, provide Provider with written confirmation of the same.
8. Ownership: This Agreement is a subscription agreement and not an agreement for sale. Customer acknowledges that Provider and its licensors have and shall retain exclusive ownership of all proprietary rights to the Platform and Reports, including but not limited to the content, layout, functions, features, code, appearance, patents, copyrights, derivative works thereof, trademarks, trade secrets, and other proprietary rights that form a part of, or are otherwise related to, the Platform and the interface (collectively, the "**Provider Intellectual Property**"), throughout the world regardless of whether any such rights arise under the laws of the United States of America or any other state, country or jurisdiction, and all derivative works thereof. Customer does not and will not have any ownership rights in the Provider Intellectual Property or any part thereof, nor will it challenge Provider's rights in and to the same. If Customer or any of its Permitted Users sends or transmits any communications or materials to Provider suggesting or recommending changes to the Provider Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions,

suggestions, or the like (“**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer’s behalf, and on behalf of its Permitted Users, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

9. **Confidentiality:** “**Confidential Information**” shall mean any information provided by a Party to the other party that is reasonably considered confidential given the circumstances of disclosure and the nature of the information. Confidential Information shall include all research, development or business plans, customer and vendor information, operations, systems, policies, procedures, practices, data and information in the Platform, and/or other business and financial information of Provider, including any Software. Confidential Information does not include information (a) generally available to or known to the public; (b) previously known to the recipient; (c) independently developed by the recipient outside the scope of this Agreement as shown by written evidence; or (d) lawfully disclosed by a third party. Each Party agrees that it, as receiving Party, shall: (w) treat all Confidential Information of disclosing Party as private and confidential; (x) not use any Confidential Information of disclosing Party other than in furtherance of this Agreement; (y) not, without the consent of disclosing Party, disclose any Confidential Information to anyone other than employees, agents or affiliates of receiving Party who have a need to know under confidentiality obligations substantially similar to the terms of this Agreement, and receiving Party shall remain liable to disclosing Party for any breach of confidentiality obligations set forth herein by any of receiving Party’s employees, agents or affiliates; and (z) use no less than commercially reasonable efforts to ensure the privacy, confidentiality and security of disclosing Party’s Confidential Information.
10. **LIMITATION OF LIABILITY:** NEITHER PROVIDER, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, PARTNERS, SUCCESSORS, AND PERMITTED ASSIGNS, SHALL BE LIABLE TO CUSTOMER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE PLATFORM OR REPORTS OR THE INTERRUPTION OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, COSTS OF DELAY, INACCURACY OF DATA, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR BUSINESS OR SALES INTERRUPTION, EVEN IF PROVIDER, OR A REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER’S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE THE AMOUNTS PAID TO PROVIDER FROM CUSTOMER UNDER THIS AGREEMENT FOR SIX (6) MONTHS’ WORTH OF SUBSCRIPTION FEES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT PROVIDER GIVES ACCESS CUSTOMER ACCESS TO THE PLATFORM FREE OF CHARGE, PROVIDER’S LIABILITY TO CUSTOMER WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).
11. **NO WARRANTIES:** THE PLATFORM AND REPORTS ARE BEING PROVIDED “AS IS” AND PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. PROVIDER EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT,

UNINTERRUPTED SERVICE, SECURITY, COMPLETENESS AND ACCURACY. MOREOVER, CUSTOMER'S USE OF THE PLATFORM AND REPORTS IS AT CUSTOMER'S OWN RISK. FURTHERMORE, THERE IS NO WARRANTY THAT THE PLATFORM OR REPORTS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SERVICES, OR PROVIDE THE RESULTS DESIRED.

12. Assignment: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors in interest and permitted assigns, except that neither this Agreement nor obligations hereunder shall be assigned or transferred by Customer without the prior consent of Provider. Provider may assign this Agreement at any time without Customer's consent.
13. Corporate Marketing: Customer consents to Provider using Customer's name and logo to identify Customer as a client in connection with Provider's marketing efforts.
14. Notices: All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be sent by either an overnight recognized carrier (such as FedEx, DHL, etc.) or by certified first-class mail, return receipt requested, to the addresses set forth herein with a copy sent via email to legal@datassential.com. Notice is deemed given when it is received.
15. Force Majeure: If and to the extent that Provider's performance of any of its obligations pursuant to this Agreement is prevented or delayed by fire, acts of God, acts of war, terrorism, riots, or any other similar or dissimilar cause beyond the reasonable control of Provider (each, a "**Force Majeure Event**"), then Provider shall be excused for such non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. Provider is not responsible for Customer's internet connection or service, and is not responsible for issues relating to availability, performance, privacy or security resulting from the use of the internet or third party networks to transmit data. If such Force Majeure Event continues for a period of two months or more, either Party shall have the right to terminate this Agreement effective at any time during the continuation of such Force Majeure Event by giving the other Party at least thirty (30) days written notice to such effect.
16. Indemnification:
 - 16.1. Customer agrees to indemnify, defend and hold Provider, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns, harmless from and against any and all actual or threatened claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit (collectively "**Claims**"), arising out of or in connection with Customer's (including its employees, agents and contractors) breach or alleged breach of any representation, warranty or obligation of this Agreement. Customer's indemnity obligation is subject to the following conditions: (a) Provider must give Customer prompt written notice of a Claim; (b) Customer must have exclusive control of the defense of the Claim; and (c) Provider must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Customer, at Customer's expense.
 - 16.2. Provider agrees to indemnify, defend and hold Customer, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns harmless from and against any

Claims by third parties that the Platform infringes any third party intellectual property rights enforceable in the United States. Provider's indemnity obligation is subject to the following conditions: (a) the Claim must not result from the breach of this Agreement by Customer or any Permitted User; (b) Customer must give Provider prompt written notice of a Claim; (c) Provider must have exclusive control of the defense of the Claim; and (d) Customer must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Provider, at Provider's expense. Should Provider's ability to provide Customer with the Platform be enjoined or otherwise restricted due to a Claim, Provider will, at its option, either procure the right to continue providing the Platform, replace or modify the Platform to make them non-infringing provided the Services remain functionally equivalent, or if neither of the foregoing is reasonably feasible in Provider's opinion, Provider may terminate this Agreement immediately. This Section 16.2 does not apply to any free trials or Customer's use of the Platform during a free trial.

17. Governing Law/Remedies: This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Illinois without giving effect to the conflict of law principles thereof. Customer shall not bring any action or proceeding based on this Agreement more than one (1) year after the cause of action occurs. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be brought in the federal or state courts of Chicago, Illinois, and Customer irrevocably consents to the exercise of personal jurisdiction over Customer by such courts and waives any right to plead, claim or allege that Illinois is an inconvenient forum.
18. Insurance: Provider shall carry and maintain in force at all times relevant hereto insurance of the types and minimum coverage amounts customarily carried by businesses of similar size and nature, respectively. Provider shall provide written proof of such insurance coverage within ten (10) business days of a written request for such proof by Customer.
19. Miscellaneous: This Agreement may only be amended in a writing designated as such and signed by both Parties. If any provision of this Agreement is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective Parties hereto with the same effect as though the invalid or unenforceable provision was deleted. If any terms of this Agreement conflict with a Product Order, then this Agreement shall govern. No delay by a Party in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. The following provisions made herein shall survive expiration or the earlier termination of this Agreement: Sections 3.4, 9-11, 15, 16, 17, and 19.