<p style="text-align:center">**YELP EVALUATION DATA LICENSING AGREEMENT**</p>

This Yelp Evaluation Data License Agreement ("**Agreement**") represents a legal agreement between Yelp Inc, located at 350 Mission Street, San Francisco CA, 94105 ("**Yelp**") and yourself ("**Licensee**" or "**you**"). By expressing your consent to this Agreement in the Amazon Data Exchange registration flow, you hereby accept and agree, as Licensee, to be bound by this Agreement.

This Agreement governs Licensee's use of Yelp's Evaluation Content, as defined below. If Licensee is licensing the Evaluation Content on behalf of an organization (such as an employer or another entity), Licensee consents to this Agreement on the organization's behalf and represents to Yelp that Licensee possesses the authority to commit the organization to this Agreement. In this case, the term "Licensee" will pertain to the respective organization.

NOTICE OF ARBITRATION: BE ADVISED THAT THIS AGREEMENT INCLUDES A COMPULSORY ARBITRATION CLAUSE IN SECTION 10. UNLESS SPECIFIC DISPUTES ARE EXCLUDED AS OUTLINED IN THE CLAUSE, BOTH LICENSEE AND YELP AGREE TO SETTLE ANY DISAGREEMENTS THROUGH MANDATORY BINDING ARBITRATION. FURTHERMORE, LICENSEE AND YELP RELINQUISH THE RIGHT TO ENGAGE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION RELATED TO THE SUBJECT MATTER HEREIN.

1.   **Summary of Use.** Subject to the terms of this Agreement, Licensee may use the Yelp content samples that contain the unique type of sample data ("**Evaluation Content**") which is made available to Licensee in the Amazon Data Exchange in a flat file (i.e a csv, JSON, etc…) ("**Flat Files**") during the trial period set forth in Section 6 ("**Trial**"). Licensee shall be granted access to and use of the Evaluation Content exclusively for the purpose of assessing the value and potential benefits of the Evaluation Data (the "**Permitted Purpose**"). Should the Licensee find the Evaluation Data to be advantageous, Licensee may contact Yelp directly to discuss a definitive license agreement for a broader set of content.

2.   **Data Access and Restrictions.** Licensee shall maintain full control of the Evaluation Content, such that no third parties shall have the ability to (i) view the Evaluation Content and (ii) download, process, copy or distribute the Evaluation Content. Under no circumstances should Licensee allow any third party to download Evaluation Content contained in an excel or .csv file. Licensee will use industry-standard security measures designed to protect against unauthorized access, loss and misuse of the Evaluation Content, including encryption of stored information and organizational, contractual, technological and managerial safeguards. Analysis and results from the Trial will not be used by the Partner for any live production systems or any commercial purposes.

(a) Notwithstanding anything to the contrary in this Agreement, during or after the Term, Licensee shall not:

(i) Use, copy, or process the Evaluation Content for the purpose of training, developing, enhancing, or fine-tuning any generative artificial intelligence models, including but not limited to large language models ("**LLMs**"), generative pre-trained transformers, recurrent neural networks, or other machine learning models or systems that are designed to process, understand, and generate output based on a comprehensive understanding of natural language or other structured and unstructured data sets ("**Generative AI Models**").
(Share, sell, sublicense, or distribute the Evaluation Content, in whole or in part, to any third party for any purpose, including but not limited to, Generative AI Model training, development, or enhancement, without the express written consent of Licensor.
(ii) Modify, reverse engineer, or create derivative works based on the Evaluation Content for the purpose of training, developing, enhancing, or fine-tuning Generative AI Models or any other databases, models, or systems designed for processing, understanding, or generating output based on natural language or other structured and unstructured data sets.
(iii) Submit or ingest any Evaluation Content into any Generative AI Model (i.e. prompts that contain any Evaluation Content into ChatGPT or other such models).

3.   **License Grant**. Subject to compliance with the terms set forth in the Agreement and specifically to the Restrictions set forth below in Section 2, Yelp hereby grants Licensee a non-exclusive, revocable (for Licensee's breach of this Agreement), non-sublicensable, non-transferable (other than as expressly permitted in this Agreement) license during the Term to: (i) access the Flat Files to receive the Evaluation Content; and (ii) analyze the Evaluation Content solely for the Permitted Purpose. Except

for the limited rights expressly granted to Licensee under this Agreement, as a material condition of this Agreement, all rights, title, and interest in and to the Evaluation Content, including but not limited to copyrights, trademarks, trade secrets, patents, and any other intellectual property rights, shall remain the exclusive property of Yelp or its licensors. Yelp reserves all rights not expressly granted to Licensee herein.

4. Restrictions.

Licensee agrees that it will not, and will not assist, permit or enable others to:

A. resell or distribute Evaluation Content or derivative products for commercial purposes to any third party;

B. distribute, sublicense or share the Evaluation Content to any third party, including Licensee's customer; exporting Evaluation Content from Licensee's systems via .csv, Excel files, Flat Files or any exportable formats;

C. modify the Evaluation Content, or use it to update or create its own database of business listing data and local business information;

D. copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer, decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the Evaluation Content;

E. publicly display any aggregated metrics that are: i) derived from Evaluation Content or ii) easily attributable to Evaluation Content in its native formats;

F. display any Evaluation Content on a publicly available platform, device or media (access-controlled or non-access-controlled);

G. use Evaluation Content for direct marketing applications, which includes, but is not limited to telephone marketing;

H. publicly disclose to any third party in a non-confidential manner any Evaluation Content which identifies, or enables the identification, of Yelp as the source of the content;

I. use the Evaluation Content on behalf of any third party;

J. modify, rate, rank, review, vote or comment on, or otherwise publicly respond to the Evaluation Content;

K. use the Evaluation Content in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in Yelp's sole discretion) to Yelp, its providers, or its suppliers.;

L. use the Evaluation Content in connection with or to promote any products, services or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware and/or other malicious programs or code; counterfeit goods and/or items subject to U.S. embargo; unsolicited mass distributions of e-mail ("spam"), actions intended to mislead search engines into ranking some pages higher than they would otherwise deserve ("web spam") multi level marketing proposals, direct marketing and/or telemarketing activities; hate materials; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; prostitution, body parts and/or bodily fluids; stolen products and/or items used for theft; hacking/surveillance/interception/descrambling equipment; fireworks, explosives and/or other hazardous materials;

M. maintain or create any type of publicly-facing business or restaurant reviews or listings website, application, or interface;

N. remove any proprietary notices or labels from the Evaluation Content, reverse engineer, decompile, disassemble, modify, adapt or create derivative works of the Evaluation Content, or combine the Evaluation Content with any other data such that the Evaluation Content may no longer be identified or removed; or

O. combine such Evaluation Content with any information that, alone or combined with the Evaluation Content, could reasonably allow any individual to be identified.

5. Proprietary Rights and Confidential Information.

        A.   Intellectual Property. As between Licensee and Yelp, the Evaluation Content and all intellectual property rights contained in the foregoing, are and will at all times remain the sole and exclusive property of Yelp and are protected by applicable intellectual property laws and treaties (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

6. Term and Termination.

        A.   Term. This Agreement begins on the date that the Evaluation Content is made available by Yelp for your access and will terminate thirty (30) days thereafter (the "**Term**"), unless extended by Yelp in writing or terminated earlier by either party. Either party may terminate these Terms, for any or no reason, upon written notice to the other party.

B.   Effect of Termination. Upon termination or expiration of the Agreement, all licenses (and any sublicenses) granted to Licensee hereunder will immediately terminate, with no grace period for continued use. Licensee shall be obligated, without delay, to permanently destroy and remove from all computers, hard drives, networks, cloud storage, backup systems, and any other storage media or devices, all copies of the Flat Files, Evaluation Content, and any other materials provided by Yelp under this Agreement, in any format or medium whatsoever, including but not limited to printed materials, digital files, or any derivative works created therefrom. Licensee shall ensure that any of its employees, agents, or subcontractors who have had access to the Flat Files or Evaluation Content comply with these destruction and removal requirements. Upon Yelp's request, Licensee shall promptly provide a written certification, signed by an authorized officer of Licensee, attesting to the complete and irreversible destruction and removal of all such materials, and confirming that no copies, extracts, or summaries thereof have been retained or shared with any third parties.

7. Indemnification.

Licensee will indemnify, defend, and hold harmless Yelp, its officers, directors, employees and representatives from and against any and all claims, demands, actions, costs, liabilities, losses, and damages of any kind (including reasonable attorneys' fees) arising from or related to your use of the Evaluation Content or your material breach of this Agreement.

8. No Warranties; Disclaimer.

THE FLAT FILES AND EVALUATION DATA ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY, OF ANY KIND AND AT LICENSEE'S SOLE RISK. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, YELP DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE FLAT FILES, YELP BRAND ATTRIBUTES AND ANY EVALUATION DATA, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT. FURTHER, YELP DISCLAIMS ANY WARRANTY THAT LICENSEE'S USE OF THE FLAT FILES AND EVALUATION DATA WILL BE UNINTERRUPTED, SECURE, TIMELY AND ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY LICENSEE FROM YELP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

9. Damages; Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF OPPORTUNITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR: (I) DAMAGES ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) LICENSEE'S INDEMNITY OBLIGATIONS AND SECTION 2, 4, AND 6(B), EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, WILL NOT EXCEED $10,000.00 USD.

10. Choice of Law and Dispute Resolution.

A.   *Choice of Law*. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law rules thereof.

B.   *Dispute Resolution*.

(i) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof ("**Claim**"), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a ruling in writing and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected through judicial review by a court of competent jurisdiction under the California Arbitration Act. Claims shall be heard by a single arbitrator. Arbitrations will be held in San Francisco, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The award of the arbitrators shall be accompanied by a reasoned opinion. The prevailing party shall be entitled to an award of reasonable attorney fees for any action under these Terms.

(ii) NOTWITHSTANDING THE FOREGOING, FOR ANY CLAIM THAT IS NOT SUBJECT TO ARBITRATION, LICENSEE AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA, WHICH IS HEREBY DEEMED THE PLACE OF PERFORMANCE OF THIS AGREEMENT.

11. Miscellaneous.

The Agreement and the Exhibits hereto encompasses the entire agreement between Licensee and Yelp regarding the subject matter discussed therein. The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining Agreement will otherwise remain in full force and effect Licensee may not assign the Agreement, in whole or in part, without Yelp's prior written consent, not to be unreasonably withheld; provided that either Party may assign this Agreement to an affiliate effective upon the delivery of written notice to the other Party of such assignment. Any attempted assignment in violation of this Section 9 shall be null and void. Yelp may assign the Agreement, in whole or in part, at any time with or without notice to Licensee. The titles in the Agreement are for convenience only and have no legal or contractual effect. Yelp reserves the right to modify these Terms. Yelp will notify you by making the revised version available on this page, and an updated revision date will indicate that changes have been made. You agree to review these Terms periodically to be aware of such changes. If any change is material, Yelp will notify you by posting in the applicable service where these Terms are incorporated by reference or by email. If you do not accept the changes, you must stop using the Evaluation Content. Your continued use of the Evaluation Content after notification means that you consent to the updates. Yelp also reserves the right to modify or discontinue any or all of the Evaluation Content at any time, for any or no reason, with or without notice.

12. Survival.

The provisions set forth in Sections 2, 4, 6(B), 7, 8, 9, 10, and 12 of this Agreement shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement for any reason whatsoever. These surviving provisions shall remain binding upon and enforceable against both parties, and any permitted successors or assigns, in order to ensure the fulfillment of any outstanding obligations, preserve the parties' rights and remedies, and maintain the intended legal protections conferred under this Agreement.

End of Agreement