DATA PURCHASE AGREEMENT FOR AWS DATA EXCAHNGE

1.   Scope

        1.1.   Terms and Conditions. This Data Purchase Agreement for the Amazon Web Services (**"AWS"**) Data Exchange (the "**Agreement**") sets forth the terms and conditions applicable to Data purchases between Nexar Inc. and its Affiliates (collectively, the "**Provider**") and the individual/entity purchasing the Data by approving and entering into this Agreement (the "**Purchaser**") through the AWS Data Exchange.

        1.2.   Unless defined elsewhere in this Agreement, terms in initial capital letters have the meanings set forth in Section 9 (Definitions).

        1.3.   Acceptance and Entry into Agreement. Provider's offer of the Data via a DPA Offer on AWS Data Exchange, and Purchaser's purchase of the corresponding Data on the AWS Data Exchange, constitutes each Party's respective acceptance of and their entry into this Agreement, and each Party's agreement to be bound by the terms hereof.

        1.4.   Data Purchase. Provider will supply and sell to Purchaser, and Purchaser will receive and purchase, respectively, the Data as set forth in the DPA Offer in accordance with this Agreement. A Purchase, as described in the applicable DPA Offer, includes Data distributed via the AWS Data Exchange. The fees or rates for the Purchase, shall be as set forth in the applicable DPA Offer.

        1.5.   Governing Documents. The Purchase is subject to and governed by the terms of this Agreement, the DPA Offer, and any amendments to any of the foregoing as may be agreed upon by the Parties in writing, each of which are incorporated herein. In the event of any conflict between the terms and conditions of the various components of the Purchase, the following order of precedence will apply: (1) any written amendment agreed upon by the Parties; (2) this Agreement; and (3) the DPA Offer. The Parties further acknowledge that the Purchase is subject to AWS Terms of Service or other agreement with AWS governing use of AWS services, and such terms shall prevail to the extent that they conflict with any of the foregoing components of the Purchase.

        1.6.   Third Party Data and Terms. Notwithstanding anything to the contrary stated in this Agreement, Purchaser hereby acknowledge and agree that the Data might include Third Party Data which may be subject to additional or different terms, conditions and policies applicable to such Third Party Data (such as terms of service or privacy policies of the person or entity that makes available the Third Party Data (collectively, "**Third Party Terms**"). Third Party Terms typically will be referenced in the DPA Offer but Provider also may provide notice of Third Party Terms in accordance with the terms of this Agreement. Purchaser agrees that it will be subject to and will comply with Third Party Terms.

2.   Authorization

        2.1.   Grant of License. Provider hereby grants to Purchaser a nonexclusive, worldwide, nontransferable license to receive, retain, use, and modify the Data and to create Derived Data using the Data solely for Purchaser's internal business purposes, in each case subject to and in accordance with the terms hereof and the DPA Offer (the "**License**").

        2.2.   Credit. Any and all Derived Data created shall credit Provider.

        2.3.   Retention of Rights. Provider retains all rights in the Data not expressly granted to Purchaser under this Agreement.

2.4.   Affiliates and Personnel. Purchaser shall have the right to share and use the Data with its Affiliates and Personnel; *provided, however,* that: (a) Purchaser shall be responsible for ensuring that any Affiliate or Personnel accessing the Data shall use the Data strictly in accordance with this Agreement, (b) Purchaser remains responsible for all obligations hereunder arising in connection with such Affiliate's and Personnel's processing of the Data; and (c) Purchaser agrees to be directly liable for any and all acts and omissions by such Affiliate or Personnel to the same degree as if the act or omission were performed by Purchaser such that a breach by an Affiliate or a Personnel of the provisions of this Agreement will be deemed to be a breach by Purchaser. The performance of any act or omission under this Agreement by an Affiliate or a Personnel for, by or through Purchaser will be deemed the act or omission of Purchaser.

2.5.   Restrictions. Except as specifically provided in this Agreement, Purchaser, its Affiliates and Personnel may not: (a) publish, disseminate, distribute or provide access of any kind to the Data, or any material subset thereof, to any third party; (b) sell, sublicense, loan, lease, assign, authorize others to access, use, or disclose, or attempt to grant any rights to, the Data, or any material subset thereof, to third parties; (c) decompile, reverse engineer, or otherwise attempt to derive source code from the Data (if applicable); or (d) to the extent the Data is anonymized and provided in a manner that does not identify an individual or contain any personal details, use the Data to create, generate, or infer any information relating to the identity of an individual, including, running on the Data any analysis that will result in the tracking of personally identifiable information or generally enable Purchaser to derive information or reach an understanding about the identity or whereabouts of individuals contained within the Data. Purchaser will not remove, delete or alter any trademarks, copyright notices, or other Proprietary Rights notices of Provider or its licensors, if any. Additional restrictions may be included in the DPA Offer or otherwise within the Third Party Terms.

3.   Proprietary Rights

3.1.   Data. Provider will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Purchaser any rights of ownership or, except as expressly provided herein, any other Proprietary Rights in or to the Data.

3.2.   Feedback. If Purchaser provides any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Data ("**Feedback**"), Purchaser hereby grants to Provider a world-wide, royalty-free, irrevocable, perpetual license to use and otherwise incorporate any Feedback provided by Purchaser. Purchaser will have no obligation to provide Feedback, and all Feedback is provided by Purchaser "as is" and without warranty of any kind.

4.   Financial Terms

4.1.   Orders. To place an order on the AWS Data Exchange, Purchaser will need to specify the desired Data, and to provide Provider with the billing information requested as part of a purchase order (a "**Purchase Order**").

4.2.   Fee. As consideration for the rights granted hereunder, Purchaser shall pay Provider the fee set forth on the applicable DPA Offer (the "**Fee**").

4.3.   Payment Terms. Payment of the applicable Fee must be received by Provider prior to Provider's acceptance of Purchaser's order. All amounts stated in the DPA Offer are in U.S. dollars, and all payments shall be made in U.S. dollars.

4.4. **Taxes.** The Fee does not include applicable transaction taxes; any such charges are additional. Separate charges will be shown on the Purchase Order acknowledgment for each applicable Purchase Order.

5. No Warranty

5.1. PURCHASER HEREBY ACKNOWLEDGES THAT THE DATA PRODUCT IS PROVIDED "AS-IS". PROVIDER MAKES NO REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY REPRESENTATION AND WARRANTY IN RESPECT THEREOF, INCLUDING WITH RESPECT TO ANY MALFUNCTIONS, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL UTILITY, NON-INFRINGEMENT OR TITLE FOR ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH.

6. Limitations of Liability

6.1. **Disclaimer**. Neither Party, nor any of their Personnel, will be liable to the other Party for any indirect, special, punitive, incidental, or consequential damages arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

6.2. **General Cap**. Neither Party's liability for damages under any Purchase Order, whether such damages are based in contract, tort, or other legal theory, shall exceed the Fees paid by Purchaser under such applicable Purchase Order.

6.3. **Exceptions**. The exclusions of or limitations on liability set forth above will not apply to (a) damages or liability arising from a Party's gross negligence, willful misconduct, fraud, violation of law, or (b) any breach by Purchaser of the "Restrictions" clause as set forth in this Agreement.

6.4. Notwithstanding anything to the contrary in this Agreement, Purchaser agrees that money damages will not be a sufficient remedy for any breach by Purchaser of this Agreement, and Purchaser agrees that Provider will be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

7. Termination of License

7.1. **Termination for Cause**. Provider may terminate the License granted to Purchaser under this Agreement without refund of Fees, if Purchaser materially breaches this Agreement or if Purchaser breaches this Agreement and does not cure the breach within fourteen (14) calendar days following its receipt of written notice of the breach from the non-breaching Party.

7.2. **Other Termination by Provider**. Provider may terminate the License granted to Purchaser under this this Agreement without refund of Fees: (i) if required to comply with any applicable law or requests of governmental entities; (ii) if Purchaser does not cooperate with any reasonable investigation by Purchaser of a suspected breach of this Agreement; or (iii) if Purchaser is liquidated, dissolved, or adjudicated to be in a state of bankruptcy, insolvency, or receivership.

7.3. **Effect of Termination**. Upon termination of the License, Purchaser's authorization to use the Data will terminate, and, within ten (10) calendar days following such termination, Purchaser will

remove the Data from any computer systems operated by or for Purchaser and destroy all other copies of the Data.

8. General

8.1.   Applicable Law. This Agreement will be governed and interpreted under the laws of the State of New York, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in New York, New York, and the Parties consent to the jurisdiction of the state and federal courts located in New York, New York. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

8.2.   Assignment and Transfer. Purchaser may not assign its rights under this Agreement or delegate any duties herein without the prior written consent of Provider, which will not be unreasonably withheld, delayed, or conditioned, *provided* however that the Assignee or Transferee will undertake and agree to comply with all the terms of this Agreement and the applicable DPA Offer with respect to the Data. Notwithstanding the foregoing, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or the assigning Party's entire business, whether by sale of assets, sale of stock, merger, or otherwise, without gaining the other Party's written consent.

8.3.   Entire Agreement. This Agreement together with the DPA Offer constitute the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Purchaser and Provider. Neither AWS Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified, or waived unless such change, amendment, modification, or waiver is in writing and signed by authorized representatives of the Parties.

8.4.   Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Notice will be deemed given upon written verification of receipt.

8.5.   Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Agreement will not be deemed a waiver of any such right, power, or privilege under this Agreement. No waiver by either Party of a breach of any term, provision, or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

8.6.   Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Purchaser and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Purchaser and Provider. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

8.7.   Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

9. Definitions

9.1. "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

9.2. "**AWS Data Exchange**" means the marketplace operated by AWS, Inc. located at https://www.aws.amazon.com/data-exchange as it may be updated from time to time.

9.3. "**Data**" means the data identified in the applicable DPA Offer (including Third Party Data) and any other data, including any revisions, updates, modifications, enhancements, and additional data that Provider provides, or is obligated to provide, under this Agreement.

9.4. "**Derived Data**" means any data, work product or other items, information or materials derived from or created by or for Purchaser using the Data, including data analytics, reports, research, analysis, tools, notes, presentations, discussions and/or models, calculations, algorithms or statistical methods, but excluding any unmodified Data as provided by Provider under this Agreement.

9.5. "**DPA Offer**" means the offer by Provider for purchase of Data, as set forth in the detail page on AWS Data Exchange and subject to the terms and conditions of the Agreement.

9.6. "**Party**" means each of Purchaser and Provider, and collectively, the "**Parties**".

9.7. "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors, and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

9.8. "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

9.9. "**Purchase**" means Purchaser's entitlement to Data listed and provided by Provider in AWS Data Exchange under the terms of this Agreement and the DPA Offer.

9.10. "**Third Party Data**" means information or data that Provider obtains from a third party and makes available to Purchaser pursuant to a DPA Offer. For clarity, AWS Inc. and its Affiliates are third parties for purposes of this definition.

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