

Subscription Agreement

This is an agreement between

- Brain Srl, via Principe Amedeo 12, 10123, Torino, Italy, VAT number IT11607240014 (hereinafter "Brain").

and

- the Party subscribing to the Data ("Subscriber") through AWS Marketplace (hereinafter the "Client")

This Agreement consists of the following terms and conditions (hereinafter the "Terms").

1 Description and Purpose of the Service

Brain owns a dataset (hereinafter the "Service") aimed at the financial sector industry. The Service is the results of Brain proprietary analytics models.

2 Duration and Termination

The Agreement comes into force from the subscription date to the dataset on AWS Marketplace . This Agreement will continue in full force and effect until conclusion of the Subscription. In case the source of input data to the Service will not be available anymore to Brain for any reason Brain will have the right to terminate the contract without any notice. In case of anticipated termination no refund will be provided.

3 Fees

The Client shall pay a periodical fee according to the amount and terms of the subscribed offer on AWS Marketplace. The payment will be performed through the dedicated channel on AWS Marketplace.

4 Disclaimer of Warranties

The Client expressly understands and agrees that the use of the Service is at his sole risk. The Service is provided on an as-is-and-as-available basis.

Brain expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Brain makes no warranty that the Service will be uninterrupted, timely, secure, or error free.



The Client agrees that Brain will not be liable to the Client or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of the Service for any reason.

The Client agrees to indemnify and hold harmless Brain from and against any losses, damages, fines and expenses arising out of or relating to any use of the Service.

Brain makes no guarantees regarding the accuracy and completeness of the information provided by the Service.

The Service is provided for informational purposes only and do not constitute an offer to sell, a solicitation to buy, or a recommendation or endorsement for any security or strategy, nor do they constitute an offer to provide investment advisory or other services by Brain.

5 Illegal Activities

The Client agrees not to use the Service for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, or is otherwise objectionable, or that which infringes or may infringe intellectual property or other rights of another.

Brain reserves the right to terminate the Client access to the Service if there are reasonable grounds to believe that the Client has used the Service for any unauthorized or illegal activity.

6 Authority of the Client to Utilize Data

The Client may not resell or otherwise redistribute the Service data to anyone.

The Client is not authorized to sell derived data (analysis and aggregation) based on the Service data.

7 Governing Law and Jurisdiction

The existence, validity and implementation of this Agreement shall be governed by and construed in accordance with Italian Law;

Any controversy or claim arising out of or relating to this Agreement shall be finally settled by the Italian courts in Milan, Italy.

8 Contacts

For any communication regarding the Agreement, Brain can be contacted at the email address brain@braincompany.co

In accordance with article 1341, second comma, of the Italian Civil Law, the parties declare to have read and to specifically approve the content of the sections:

- a) Section 1, Description and Purpose of the Service;
- b) Section 2, Duration and Termination;
- c) Section 4, Disclaimer of Warranties;
- d) Section 5, Illegal Activities;
- e) Section 6, Authority of the Client to Use Data;
- f) Section 7 Governing Law and Jurisdiction.