CRUNCHBASE BUSINESS SOFTWARE WITH MCP FOR AWS MARKETPLACE

These Crunchbase MCP Server Terms for AWS Marketplace ("**Marketplace Terms**") govern the subscription to and use of the Product(s) purchased through the AWS Marketplace ("**AWS Marketplace**") operated by Amazon Web Services, Inc. and its affiliates ("**AWS**") by the business entity that accepts the applicable AWS Marketplace offer ("**Licensee**"). By subscribing to the Product(s) in AWS Marketplace, Licensee agrees to this Agreement (as defined below), effective as of the date Licensee accepts the applicable offer (the "**Effective Date**"). The individual accepting the offer on behalf of Licensee represents that he or she has authority to bind Licensee. The Product(s) are offered solely to businesses for business use and not to individuals for personal, family, or household purposes.

Crunchbase, Inc. ("**Crunchbase**"): 564 Market Street, Suite 500, San Francisco, California 94104, United States	**Safe Harbor Statement**: Any statements made by Crunchbase, oral or written, relating to the Product(s) are intended to outline Crunchbase's general product direction for information purposes only and are not a commitment to deliver any material, applications, or functionality, and should not be relied upon by Licensee. The development, release, and timing of any features or functionality remains at Crunchbase's sole discretion. Licensee acknowledges the Product(s), including Crunchbase Data, may change over time, and agrees that a change to such Product(s) shall not constitute a breach of this Agreement.

Licensed Product(s) ("**Product(s)**"): The Product(s), number of Business Software Seats, Data Token Allowance, Initial Term, renewal settings, and Fees for Licensee's subscription are as set forth in the AWS Marketplace offer accepted by Licensee (the "**Order Details**").

Product	Add Ons/Tier/Description	Seats	Initial Term	Fees
Business Software with MCP	Data Token Allowance (as defined below) as specified in the Order Details, pooled across all Authorized Users.	As specified in the Order Details	As specified in the Order Details	As specified in the Order Details

Agreement Term: The Initial Term for each Product is specified in the Order Details (an "**Initial Term**"). If automatic renewal is enabled for Licensee's subscription in AWS Marketplace, the subscription will automatically renew for successive renewal periods of the length specified in the Order Details (each, a "**Renewal Term**," and collectively with the Initial Term(s), and unless earlier terminated, the "**Term**") unless Licensee cancels automatic renewal through its AWS Marketplace account before the renewal decision deadline applicable in AWS Marketplace. Crunchbase may elect not to renew any subscription by opting out of renewal in AWS Marketplace or by providing Licensee with written notice at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term.

Payment Schedule: The Fees will be billed to Licensee through AWS Marketplace in accordance with the Order Details and are payable to AWS under Licensee's agreement with AWS. Except as provided in the Refund Policy below, all Fees are non-cancellable and non-refundable. Fees are exclusive of applicable taxes, which AWS may calculate and collect, and Licensee is responsible for all such taxes other than taxes based on Crunchbase's net income. The Fees for any Renewal Term shall be the price in effect for the applicable AWS Marketplace offer at the time of renewal or as otherwise specified in the Order Details. Fees will not increase during the Initial Term or any then-current Renewal Term, and any price increase will apply only to a Renewal Term that begins at least ninety (90) days after Crunchbase gives notice of the increase through AWS Marketplace. Crunchbase reserves the right in its sole discretion to suspend or discontinue Licensee's access to the Product(s) in the event of late or non-payment of any Fees owed under this Agreement, including upon notice from AWS of non-payment.

Refund Policy: Fees are non-refundable except (i) as required by applicable law, (ii) as expressly provided in this Agreement, or (iii) where AWS issues a refund under AWS Marketplace policies, including for a public offer contract cancelled within forty-eight (48) hours of purchase. If Crunchbase terminates this Agreement other than for Licensee's breach or non-payment, or discontinues the Product(s) during the Term, Crunchbase will refund the prepaid Fees for the remaining portion of the then-current Term. Crunchbase will correct billing errors reported within sixty (60) days after the applicable charge. Crunchbase may approve other refund requests in its sole discretion, and such refunds are not guaranteed. To request a refund, contact support@crunchbase.com with Licensee's AWS Marketplace agreement ID and the reason for the request. Approved refunds are processed through AWS Marketplace.

Usage Guidelines/Terms and Conditions for Business Software

During the Term, Licensee shall receive the number of seats specified in the Order Details ("**Business Software Seat(s)**"). Each Business Software Seat will allow Licensee to access Crunchbase's Business Software product and related features, including applications, websites

and services, as listed above and as may be updated from time to time (collectively, "**Business Software**") and Crunchbase data and related materials and documentation (specifications available at https://about.crunchbase.com/products/crunchbase-business/) (the "**Crunchbase Data**"). Each Business Software Seat shall be assigned by Licensee to a single end user who is a natural person employed by, or engaged as an individual contractor of, Licensee ("**Authorized User(s)**"). Each Authorized User shall be permitted to access the Business Software and Crunchbase Data and may access and manipulate Crunchbase Data in its raw form but shall not distribute or otherwise provide access to any such Business Software or Crunchbase Data to any other person. Provided that it does not identify which of the applicable data points constitute Crunchbase Data and subject to the seat-type limitations set forth above, each Authorized User may use the Crunchbase Data to generate derived data in the form of analyses (including, without limitation, informational graphics that are visual representations of such analyses), aggregate the Crunchbase Data with third-party data, and distribute such analyses and aggregations internally within Licensee's organization only. Licensee is responsible for each Authorized User's compliance with this Agreement.

Additional Business Software Seats may be purchased at any time during the Term by upgrading Licensee's subscription in AWS Marketplace, at the price specified in the applicable offer.

Usage Guidelines/Terms and Conditions for MCP

During the Term, each Authorized User licensed for Business Software shall also receive access to the Crunchbase Model Context Protocol server (the "**MCP Server**"). Each Authorized User may connect to and access the MCP Server and Crunchbase Data through a third-party AI platform or client selected by Licensee (each, an "**AI Client**"). A "**Data Token**" means a unit of consumption, as calculated and tracked by Crunchbase, that measures the Crunchbase Data and Outputs retrieved, processed, or returned by the MCP Server in response to any prompt or request submitted by Licensee or an Authorized User through an AI Client. Data Tokens constitute "Usage Credits" for purposes of the MCP Server Terms (as defined below), and the methodology for determining the consumption of Data Tokens shall be established by Crunchbase in accordance with the MCP Server Terms. Each Authorized User shall be permitted to access the MCP Server and Crunchbase Data but shall not distribute or otherwise provide access to any such MCP Server, Crunchbase Data, or Outputs (as defined below) to any other person. Provided that it does not identify which of the applicable data points constitute Crunchbase Data and subject to the limitations set forth herein, each Authorized User may use the Crunchbase Data obtained through the MCP Server to generate derived data in the form of analyses (including, without limitation, informational graphics that are visual representations of such analyses), aggregate the Crunchbase Data with third-party data, and distribute such analyses and aggregations internally within Licensee's organization only.

Licensee shall be entitled to the number of Data Tokens per year of the Term specified in the Order Details (the "**Data Token Allowance**"), which shall constitute Licensee's Usage Credit Allowance under the MCP Server Terms. The Data Token Allowance shall be pooled across all Authorized Users within Licensee's organization and calculated on an annual basis. Unused Data Tokens expire at the end of each annual period and do not carry over, and Licensee is not entitled to any refund or credit for unused Data Tokens. Once the Data Token Allowance is exhausted, Crunchbase may restrict, throttle, or suspend Licensee's access to the MCP Server until the next annual period begins or Licensee upgrades its subscription in AWS Marketplace to a tier with a larger Data Token Allowance. Crunchbase will not change the methodology for calculating Data Token consumption during the Initial Term or the then-current Renewal Term in a manner that reduces the effective Data Token Allowance, and any such change will apply beginning with the next Renewal Term.

Licensee is responsible for its use of any AI Client in connection with the MCP Server and for ensuring that Crunchbase Data and Outputs are handled by such AI Clients in compliance with this Agreement. Crunchbase does not control, operate, or endorse any third-party AI Client and is not responsible for the acts, omissions, availability, or security practices of any such AI Client. Any separate terms between Licensee and a third-party AI Client provider are solely between Licensee and that provider.

The MCP Server may generate outputs using artificial intelligence and Crunchbase Data ("**Outputs**"). Outputs may be incomplete, inaccurate, outdated, or unsuitable for Licensee's intended purpose. Crunchbase does not guarantee the accuracy, reliability, completeness, or timeliness of any Outputs. Licensee is solely responsible for reviewing, evaluating, and validating all Outputs before relying on them or incorporating them into any decision or analysis. Licensee's use of Outputs is at Licensee's own risk.

Licensee is responsible for maintaining the confidentiality and security of all credentials and other authentication mechanisms associated with Licensee's access to the MCP Server. Licensee accepts responsibility for all activity that occurs under Licensee's access, whether or not authorized by Licensee, and will promptly notify Crunchbase of any unauthorized use or security incident.

Where Licensee displays Outputs externally and Crunchbase has authorized such display, Licensee must follow Crunchbase's attribution guidelines available at https://about.crunchbase.com/terms-of-service/attribution-instructions/. Failure to comply with the attribution guidelines constitutes a breach of this Agreement.

Access to the MCP Server is included with each Business Software Seat. Additional MCP Server access may be obtained by purchasing additional Business Software Seats.

Governing Terms

The Product(s) shall be governed by Crunchbase's Terms of Service set forth at https://about.crunchbase.com/terms-of-service (the "**Terms of Service**") including the MCP Server Terms set forth at https://about.crunchbase.com/terms-of-service/mcp-server-terms (the "**MCP Server Terms**"), which are part of the Terms of Service, in each case in the version in effect on the Effective Date. Any updated version of the Terms of Service or MCP Server Terms will apply to Licensee beginning with the first Renewal Term that starts after the update is published, and the version in effect at the start of each Renewal Term will govern that Renewal Term.

"**Agreement**" shall mean these Marketplace Terms, together with the Order Details and the Terms of Service (including the MCP Server Terms). In the event of a conflict between these Marketplace Terms and the Terms of Service (including the MCP Server Terms), these Marketplace Terms shall govern. The Order Details shall govern only with respect to the Product(s), number of seats, Data Token Allowance, Initial Term, renewal settings, and Fees. No terms in any purchase order, AWS Marketplace standard contract, or other document shall apply unless Crunchbase expressly agrees to them in a writing signed by Crunchbase. These Marketplace Terms, together with the Order Details, constitute an "Order Form" for purposes of the Terms of Service and the MCP Server Terms, even though they are accepted electronically and not signed.

Additional Terms and Conditions

a. **Termination**: The Agreement shall continue until expiration of the Term or earlier if terminated as set forth in this section. Either party may terminate this Agreement at any time in the event (i) of a material breach by the other party which remains uncured after ten (10) days written notice thereof, or (ii) the other party ceases to do business without a successor, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) calendar days or makes an assignment for the benefit of creditors. Notwithstanding anything to the contrary in the Terms of Service, Crunchbase may terminate this Agreement or Licensee's access to the Product(s) before the end of the then-current Term only (i) as set forth in this section, (ii) for Licensee's breach of the usage restrictions in this Agreement or the Terms of Service or failure to pay Fees, or (iii) if Crunchbase discontinues the Product(s) generally, in which case Licensee will receive a refund in accordance with the Refund Policy. Provisions that, by their nature, should survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

b. **Artificial Intelligence Usage Restrictions**.

i. **Definitions**.

"**Artificial Intelligence Model(s)**" means any machine learning, deep learning, neural network, large language model, generative AI, or similar computational systems designed to perform tasks that typically require human intelligence.

"**Train**" or "**Training**" means the process of developing, fine-tuning, or otherwise improving an Artificial Intelligence Model using Crunchbase Data as inputs, including but not limited to supervised learning, unsupervised learning, reinforcement learning, transfer learning, or any derivative methodologies.

"**Retrieval Augmented Generation**" means systems that retrieve and incorporate Crunchbase Data into AI-generated outputs, whether through vector embeddings, knowledge bases, or similar technologies.

ii. **Prohibited Uses**. Notwithstanding anything to the contrary in this Agreement, Licensee shall not use, nor permit any third party to use, the Crunchbase Data or Outputs, in whole or in part to directly or indirectly Train, develop, fine-tune, or otherwise improve any Artificial Intelligence Model(s); provided, however, that transient processing by Licensee's AI Client strictly necessary to generate Outputs for Licensee's permitted use and not retained for model training shall not constitute a violation of this restriction.

iii. **Compliance Verification**. During the Term and for one (1) year after expiration or termination of this Agreement, Crunchbase may verify Licensee's compliance with this Agreement. Upon Crunchbase's written request, Licensee shall, within fifteen (15) days, provide (A) a written certification by an officer of Licensee confirming compliance, and (B) reasonable documentation sufficient to verify compliance, which may include relevant system logs, AI Client configuration and data-use settings, and samples of embeddings, vector indices, or other artifacts derived from Crunchbase Data. If Crunchbase reasonably believes Licensee is not in compliance, Crunchbase or an independent auditor bound by confidentiality obligations may, upon at least fifteen (15) days' written notice, audit the relevant systems remotely or on site during normal business hours, without unreasonably interfering with Licensee's operations. Requests under clause (B) and audits shall occur no more than once in any twelve (12) month period unless a prior review revealed material noncompliance. Crunchbase shall bear the cost

of any audit unless it reveals material noncompliance, in which case Licensee shall reimburse Crunchbase's reasonable audit costs. Crunchbase shall use information obtained under this Section solely to verify compliance and enforce this Agreement and shall keep it confidential.

c. **Expungement**. All licenses granted to Licensee hereunder shall terminate upon any termination or expiration of the Agreement. Upon termination of the license(s), Licensee shall (i) destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Crunchbase Data and Outputs and (ii) Licensee shall also permanently delete all derivatives of the Crunchbase Data such as embeddings, indexes, summaries, or other artifacts generated for use in Retrieval Augmented Generation or similar Artificial Intelligence Model(s) and applications, from all storage systems and databases in Licensee's control (except that backup copies held in Licensee's ordinary-course automated disaster recovery systems may be retained until overwritten in the ordinary course, provided they remain unaccessed and off production); provided, however, that Licensee may retain Outputs that are embedded in work product created in compliance with this Agreement prior to such termination or expiration. Upon Crunchbase's request, an officer of Licensee shall certify in writing within ten (10) days of such request that the foregoing actions have occurred. Crunchbase may verify compliance with the foregoing in accordance with Section b.iii.