

VERSIUM HOSTED SERVICES LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”) AND VERSIUM ANALYTICS, A WASHINGTON CORPORATION WITH ITS PRINCIPAL OFFICE LOCATED AT 7530 164TH AVE NE, SUITE A204, REDMOND, WASHINGTON (“VERSIUM”). BY CHECKING THE BOX INDICATING ACCEPTANCE OF THIS AGREEMENT AND CLICKING THE BUTTON TO CONTINUE, ACCEPTING AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR BY OTHER MEANS PROVIDED BY VERSIUM FOR ACCEPTANCE, YOU (A) ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS EFFECTIVE AS OF THE DATE OF ACCEPTANCE (“EFFECTIVE DATE”); AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH LEGAL ENTITY AND TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND, IN SUCH CASE, ANY REFERENCES TO “YOU” OR “YOUR” IN THIS AGREEMENT REFER TO SUCH ENTITY AND ALL OF ITS EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT OR SIGN THIS AGREEMENT AND MAY NOT USE THE LICENSED MATERIALS OR VERSIUM PLATFORM.

IF YOU HAVE EXECUTED AN ORDERING DOCUMENT IN CONNECTION WITH THIS AGREEMENT, THE ORDERING DOCUMENT AND THE TERMS OF THIS AGREEMENT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE “AGREEMENT.” IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND AN ORDERING DOCUMENT, THESE TERMS SHALL GOVERN EXCEPT TO THE EXTENT A TERM IN AN APPLICABLE ORDERING DOCUMENT IS EXPRESSLY INTENDED TO MODIFY THESE TERMS.

NOTE: If you use a “beta” or other pre-release version of the Versium Platform (“Beta Release”), you acknowledge and agree that the Beta Release may contain more, fewer or different features than a subsequent commercial release version of the Versium Platform. While Versium generally intends to distribute commercial release versions of the Versium Platform, Versium reserves the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that any Beta Release is not considered by Versium to be suitable for commercial use, and that it may contain errors affecting its proper operation. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE BETA RELEASE. YOU AGREE THAT VERSIUM HAS NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OF ANY BETA RELEASE.

1. Scope, Grant of License

1.1 Scope

This Agreement governs your access to and use of the Versium Platform (Versium Reach, Datafinder or any other Versium product or service) and Licensed Materials identified in your Ordering Document. For purposes of this Agreement “Licensed Materials” means the electronic information content and data made available by Versium to you via the Versium Platform, and “Versium Platform” means the Versium software-as-a-service identified in your applicable Ordering Document. The definition of Versium Platform does not include and specifically excludes Third Party Applications (defined below).

1.2 Access and Use License

Subject to your compliance with the terms and conditions of this Agreement, Versium hereby grants you and your Authorized Users (as defined below), during the Term of this Agreement, a non-exclusive license as more particularly described below in Section 3 to access and use the Versium Platform and to download and use the Licensed Materials.

1.3 API

If your applicable Ordering Document permits you to use Versium’s application programming interface to build applications that are compatible with the Versium Platform (the “API”), then subject to your compliance with our API documentation and this Agreement, including, without limitation, your payment of all applicable fees, we hereby grant you an additional limited, revocable, non-transferable, non-exclusive, non-sublicensable license to access and use the API and its documentation for the sole purpose of interfacing the Versium Platform with your web-based applications (each a “Subscriber Application”), solely for your own internal business use, and not for timesharing, application service provider or service bureau use. You acknowledge and agree that your use of the API may be subject to volume and other restrictions imposed by Versium from time to time. We may monitor your use of the API to ensure quality, improve our products and services, and verify your compliance with this Agreement. Each Subscriber Application must maintain 100% compatibility with the Versium Platform. If any Subscriber Application implements an outdated version of the API, you acknowledge and agree that such Subscriber Application may not be able to communicate with the Versium Platform. You understand that we may cease support of old versions of the API.

1.4 Third Party Applications

“Third Party Applications” means computer software programs and other technology that are provided or made available to you or Authorized Users by third parties, including those with which the Versium Platform may interoperate, including, for example, your CRM software, marketing automation software, or sales enablement software, if any. Versium is not responsible for and does not endorse any Third Party Applications, services or websites linked to by the Versium Platform.

2. Fees & Taxes

2.1 Fees and Payment

You shall pay all fees stated in the Ordering Document (the “Subscription Fee”). All Subscription Fees are due upon execution of the Ordering Document and payable on the terms set forth therein. If no payment schedule is specified, the entire amount of the Subscription Fee shall be payable within 30 days of invoice. All amounts payable by You under this Agreement will be paid to Versium without setoff or counterclaim, and without any deduction or withholding.

2.2 Certain Remedies for Non-Payment

In the event that you fail to timely make any payment of Subscription Fees, Versium may, in its sole discretion, (i) restrict or suspend your and your Authorized Users’ access to the Versium Platform and/or Licensed Materials until all past-due payments are made, (ii) terminate this Agreement, or (iii) accelerate the payment of Subscription Fees such that all unpaid Subscription Fees shall be immediately payable. Versium shall have the right to charge interest at the rate of 1.5% per month (or, if less, the highest rate permitted by law) on any late payments. Restriction or suspension of online access to the Licensed Materials during a period of non-payment shall have no effect on the Term of this Agreement nor on your obligation to pay the Subscription Fee.

2.3 Taxes

You are responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to your and your Authorized Users access to and use of the Versium Platform and/or Licensed Materials and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Ordering Document, all fees, rates, and estimates exclude sales taxes. If Versium believes any such tax applies to such access and use and Versium has a duty to collect and remit such tax, the same may be set forth on an invoice to you unless you provide Versium with a valid tax exemption certificate, direct pay permit, or multi-state use certificate. You shall pay any such invoice immediately or as provided in such invoice. You shall indemnify, defend, and hold harmless Versium and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by you, except to the extent that any such claim, action, or proceeding is directly caused by a failure of Versium to remit amounts collected for such purpose from you. Versium is solely responsible for taxes based upon Versium’s net income, assets, payroll, property, and employees.

3. Authorized Use of Licensed Materials and Versium Platform

3.1 Authorized Users

An “Authorized User” is a natural person who is your employee and who has been identified and designated in writing by you and accepted by Versium. You may designate a natural person who is not your employee (i.e. an independent contractor) as an Authorized User only with Versium’s prior permission and only where such person is contractually obligated to comply with your instructions regarding the access to and use of the Licensed Materials. In the event that any Authorized User’s employment or contractual relationship with you terminates, such person’s authorization to access the Licensed Materials and/or any Versium Platform shall be automatically revoked without any further action by Versium. In the event of a termination as described in the previous sentence, you shall promptly notify Versium so that such person’s login credentials can be disabled. You may reassign the Authorized User designation at any time subject to the foregoing qualification requirements. Authorized User licenses that remain inactive for more than 90 days may be deemed expired. Each Authorized User will be provided a unique username and password. If authentication to the API is necessary, Versium will also issue you a unique API key, which must be referenced in your Subscriber Application’s API calls. Such usernames, passwords and API keys may not be shared, and may not under any circumstances be used by anyone who is not an Authorized User to gain access to the Licensed Materials. In the event that Authorized User login credentials are shared with non-Authorized Users, you shall pay additional Authorized User fees as provided in the Ordering Document, due upon your receipt of invoice for such fees. You shall be responsible for compliance with the terms of this Agreement by all Authorized Users, including, without limitation, the restrictions on use and transfer of the Licensed Materials set forth herein.

3.2 Authorized Uses

Neither you nor Authorized Users shall access or use the Versium Platform or Licensed Materials for any purpose other than the sales, marketing, or business development activities expressly permitted by this Section. Neither you nor Authorized Users shall access or use the Versium Platform or Licensed Materials for the benefit of or on behalf of any person or entity except you. Authorized uses shall be limited to the following: (i) to view the Licensed Materials; (ii) to communicate with a person identified in the Licensed Materials (each such person, a “Licensed Materials Contact”) and (iii) to download and print selected information from the Licensed Materials. You are solely responsible for any communications by you or your Authorized Users with any Licensed Materials Contact.

3.3 Restrictions on Use

You shall not (a) permit anyone who is not an Authorized User to use any username or password or otherwise access or use the Licensed Materials; (b) redistribute, sublicense, transfer, sell, offer for sale, or disclose any of the Licensed Materials to any third party; (c) incorporate any of the Licensed Materials into your own products or services; (d) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Versium Platform; (e) reproduce, modify, create, or prepare derivative works of any of the Versium Platform or related documentation; (f) distribute or display any of the Versium Platform or related documentation other than to Authorized Users; (g) share, sell, rent, or lease or otherwise distribute access to the Versium Platform, or use the Versium Platform to operate any timesharing, service bureau, or similar business; (h) create any security interest in the Versium Platform or Licensed Materials; (i) alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within

or on the Licensed Materials, Versium Platform or related documentation; (j) cache Versium Data and/or build a database from the Versium Data; (k) upload in any way any information or content that contain Malicious Code or data that may damage the operation of the Versium Platform or another's computer or mobile device; (l) interfere or disrupt networks connected to the Versium Platform or interfere with any other's ability to access or use the Versium Platform; (m) distribute, promote or transmit through the Versium Platform any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature; (n) interfere with another customer's use and enjoyment of the Versium Platform or the Licensed Materials; (o) use the Versium Platform in any manner that impairs the Versium Platform, including without limitation the servers and networks on which the Versium Platform is provided; (p) name or refer to Versium or your use of Versium data in any of your advertisements or promotional or marketing materials without prior written permission from Versium; (q) use Licensed Materials for consumer credit purposes, underwriting any form of consumer insurance, employment purposes, tenant screening purposes, consumer debt collections or for any other purpose covered by the federal Fair Credit Reporting Act (15 U.S.C.Â§1681, et seq.), or (r) disclose the results of your use of the Versium Platform or program benchmark tests to any third parties without Versium's prior written consent. Versium may remove any violating content posted or stored using the Versium Platform or transmitted through the Versium Platform, without notice to you. Notwithstanding the foregoing, Versium does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Licensee Data, for completeness, integrity, quality, accuracy or otherwise. You are solely responsible and liable for the completeness, integrity, quality and accuracy of Licensee Data input into the Versium Platform.

3.4 Identification of Licensed Materials

Neither you nor any Authorized User shall integrate Licensed Materials into any CRM, marketing automation, or sales enablement system and allow persons who are not Authorized Users to access or use the Licensed Materials. Any Licensed Materials that are downloaded and/or integrated into any CRM system must be maintained with identifying information indicating that such materials originated with Versium by, for example, maintaining a lead source of "Versium."

4. Versium Obligations

4.1 Support

Versium will provide reasonable assistance with activation and/or installation support, including assisting with integration with your CRM, marketing automation, or sales enablement systems, as applicable. Versium will offer reasonable levels of continuing support to assist you and Authorized Users in accessing the Licensed Materials. Versium will make its personnel available by email, online chat, phone, or fax for feedback, problem solving, or general questions between the hours of 7:00 a.m. and 4:00 p.m. Pacific Time.

4.2 Security

Versium will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Licensee Data (as defined below), which will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Licensee Data by Versium except (a) to perform Versium's obligations under this Agreement, (b) as compelled by law, or (c) as you otherwise permit in writing. To the extent that you utilize the Versium Platform, Versium will make commercially reasonable efforts consistent with its research protocols and priorities, to respond to match and clean and append requests by researching and/or verifying business contact information so submitted and supplementing the Licensed Materials. Versium may use email deliverability data (such as email "bounce" data) accessible through your use of the Versium Platform to improve Versium's database by, for example, eliminating invalid email addresses from the Licensed Materials.

5. Your Obligations

5.1 Compliance with All Laws

You acknowledge and agree: (a) to abide by all local, state, national, and international laws and regulations applicable to your actions under this Agreement and the use of the Versium Platform and Licensed Materials by you and Your Authorized Users; (b) not to send or store data on or to the Versium Platform which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, including any information comprised of either "Protected Health Information" subject to and defined by the Health Insurance Portability and Accountability Act, or an individual's first name and last name, or first initial and last name, in combination with any one or more of the following data elements that relate to such individual: Social Security number, driver's license number or state-issued identification card number, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (d) not to use the Versium Platform or Licensed Materials for illegal, fraudulent, unethical or inappropriate purposes; and (e) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability. You further agree that during the term of this Agreement you and your Authorized Users will fully comply with all state, federal and international data privacy laws that may be applicable to your and their businesses and business practices including, but not limited to, the California Consumer Privacy Act, the California Privacy Rights Act of 2020, the Colorado Privacy Act, the Connecticut Personal Data Privacy and Online Monitoring Act, the Utah Consumer Privacy Act, the Virginia Consumer Data Protection Act, and the Nevada Security and Privacy of Personal Information Act. You acknowledge and agree that Versium neither endorses the contents of your communications or Licensee Data nor assumes any responsibility for any offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom, or any crime facilitated thereby.

5.2 Identification of Authorized Users

You shall identify all Authorized Users to Versium by providing names, work email addresses, and telephone numbers.

5.3 Provision of Notice of License Terms to Authorized Users

You shall provide Authorized Users with notice of all the terms and conditions of the End User License Agreement including, but not limited to, its limitations on access to or use of the Licensed Materials.

5.4 Do Not Call Compliance

In the event that Versium provides a telephone number as part of the Licensed Materials, you acknowledge that Versium has not processed its databases against the National Do Not Call Registry, State Phone Suppression files and DMA Phone Suppression files, the "Telephone Number Suppression files". By using the Versium Platform, you acknowledge that some of the individuals provided by Versium may have placed their telephone numbers on Telephone Number Suppression files. You also acknowledge that you will either obtain access to the Telephone Number Suppression files, or if you do not obtain access to Telephone Number Suppression files, you will only make calls for purposes permitted by law.

5.5 Temporary Suspension

Versium may temporarily suspend your or your Authorized Users' access to the Versium Platform in the event that you or any Authorized User is engaged in, or Versium in good faith suspects you or an Authorized User is engaged in, any unauthorized conduct (including, but not limited to, any violation of this Agreement). Versium will attempt to contact you prior to or contemporaneously with such suspension; provided, however, that Versium's exercise of the suspension rights herein shall not be conditioned upon your receipt of any notification. A suspension may take effect for your entire account and you understand that such suspension would therefore include your Authorized User sub-accounts. You agree that Versium shall not be liable to you, any Authorized User, or any other third party if Versium exercises its suspension rights as permitted by this Section. Upon determining that you have ceased the unauthorized conduct leading to the temporary suspension to Versium's reasonable satisfaction, Versium shall reinstate your and your Authorized Users' access and use of the Versium Platform. Notwithstanding anything in this Section to the contrary, Versium's suspension of access to the Versium Platform is in addition to any other remedies that Versium may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Versium may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

5.6 Responsibility for Authorized Users

You shall be solely responsible for your actions and the actions of your Authorized Users while using the Versium Platform. You shall be responsible for compliance with all terms of this Agreement by all Authorized Users, including, without limitation, the restrictions on use and transfer of the Licensed Materials as set forth herein. You shall ensure that no Authorized User takes any action inconsistent with your obligations under this Agreement.

6 Referral Program

The referral program is available to active subscribers of Versium REACH. As a Versium REACH subscriber you can refer customers to Versium REACH by sending them a referral link from the Referral Link page. If the company you refer subscribes to Versium REACH for a minimum 1 year subscription contract within 90 days from the time you send them the referral link, you are entitled to a referral credit of \$50 per referral once the referral subscriber has made their first payment. This credit is applied as a one-time discount to your next or future invoice as long as you are an active Versium REACH subscriber. Versium shall have the sole right and responsibility for tracking Referrer signups.

7. Terms and Termination

7.1 Term

The Initial Term of this Agreement is specified in the Ordering Document (and, together with all periods of extension, the "Term"). On the last day of the Term, the Term will extend for a successive period equal to the length of the Initial Term, unless either party notifies the other in writing at least sixty (60) days prior to the end of the then-current Term of its intent that the Term not so extend. In the event that the Term is so extended, the Subscription Fee for the period of such extension shall equal the Subscription Fee applicable to the period of equal length immediately preceding such period of extension (the "Preceding Period"), plus (1) 10% of such fee and (2) any applied discount. Such Subscription Fee shall be due upon extension of the Term, and shall be payable as invoiced. Versium will invoice Subscription Fees for any period of extension in a manner substantially consistent with the payment schedule that applied during the Preceding Period.

7.2 Termination for Breach.

Either party may terminate this Agreement immediately, without further obligation to the other party, in the event of a material breach of this Agreement by the other party that is not remedied within twenty-one (21) days after the breaching party's receipt of written notice of such breach.

7.3 Effect of Termination

Upon expiration or termination of this Agreement, you acknowledge and agree that your access to the Licensed Materials will be automatically terminated, all passwords and individual accounts will be removed, and all information that has been uploaded into Versium's systems by you may be destroyed. Download capability will be disabled 30 days prior to the end of the Term. Upon expiration or termination of this Agreement, you agree to destroy any and all copies

of Licensed Materials and any information you have obtained from the Licensed Materials, whether in hard copy or electronic form. All fees for data services delivered up to the point of termination shall be due and payable within 30 days.

8. Marketing

You hereby authorize Versium to use your name and logo for its marketing efforts unless and until such authorization is revoked by you in writing.

9. Confidentiality

9.1 Confidential Information

“Confidential Information” means any and all non-public technical and non-technical information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party’s business; and (d) the terms of this Agreement. Confidential Information of Versium shall include the Versium Platform, the documentation, the pricing, and the terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information.

9.2 Non-Disclosure

Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party’s Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party’s obligations or to exercise the Receiving Party’s rights under this Agreement. Each party agrees to secure and protect the other party’s Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party’s own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, affiliates or other agents who are permitted access to the other party’s Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

9.3 Exceptions to Confidential Information

The obligations set forth in Section 8.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency’s order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

9.4 Injunctive Relief

The parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9.5 Return of Confidential Information

All Confidential Information shall be returned to the Disclosing Party or destroyed upon the earlier of: (a) the termination of this Agreement; or (b) receipt by the Receiving Party of a written request from the Disclosing Party.

10. Property Rights

10.1 Versium Platform; Licensed Materials

As between Versium and you, all right, title and interest in the Versium Platform and any Licensed Materials furnished

or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by you regarding the Versium Platform and/or Licensed Materials, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Versium or Versium's licensors and providers, as applicable. Versium Licensed Materials means all data and scores owned and operated by Versium including any pre-existing databases it maintains and any data enhancements made as a result of derivative works used to improve Versium's data management systems. Should you provide Versium with written feedback regarding your use of the Versium Platform and/or Licensed Materials, any bugs, errors or deficiencies that you encounter regarding the operation and functionality of the Versium Platform or any suggestions that you may have regarding improvement of such operation and functionality ("Feedback"), you hereby irrevocably assign to Versium all such Feedback and all intellectual property rights in such Feedback.

10.2 Licensee Data

"Licensee Data" means (a) all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of you or any Authorized User and received and analyzed by the Versium Platform and (b) all intellectual property rights in the foregoing. As between Versium and you, all right, title and interest in Licensee Data belong to and are retained solely by you. You hereby grant Versium a limited, non-exclusive, royalty-free, worldwide license to use the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for Versium to provide the Versium Platform and Licensed Materials to you, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Licensee Data as a part of the Aggregated Statistics (as defined below). As between Versium and you, you are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Data. To the extent that Versium already has Licensee Data attributes in its systems, Versium shall retain full rights to such data and any derivative works thereof.

10.3 Aggregated Statistics

Notwithstanding anything else in this Agreement or otherwise, Versium may monitor your and your Authorized Users' use of the Versium Platform and use data and information related to such use and create derivatives of the Licensee Data in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Versium Platform ("Aggregated Statistics"). As between Versium and you, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Versium. You acknowledge that Versium will be compiling Aggregated Statistics based on Licensee Data and information input by other customers into the Versium Platform and you agree that Versium may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify you.

11. Non-assignment

Either party hereto may assign this Agreement to a successor-in-interest pursuant to an acquisition of such party (whether by merger, stock sale, or asset sale) without the other party's consent, provided however that (1) your assignment hereof shall be effective only after fourteen (14) days' written notice to Versium, and (2) you may not assign this Agreement to any competitor of Versium without Versium's express written consent. No rights or obligations under this Agreement may be assigned or delegated except as provided in this Section without the prior written consent of the other party, and any assignment or delegation in violation of this section shall be void.

12. Notices

You shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to Versium shall be sent to legal@versium.com. In the event that you fail to provide an email address for notices, Versium may provide notices hereunder by any means reasonably calculated to provide you with actual notice thereof.

13. Governing Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the United States and the State of Washington without regard to choice of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

14. Attorney Fees, Dispute Resolution, Class Action Waiver

14.1 Attorney Fees

In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses actually incurred in endeavoring to enforce the terms of this Agreement, including reasonable attorney fees.

14.2 Mandatory Arbitration

Except for Litigation Claims (defined below), any dispute, claim, or controversy arising out of or relating to this Agreement, including without limitation (1) claims relating to the breach, termination, enforcement, interpretation or validity thereof, (2) claims alleging tortious conduct (including negligence) in connection with the negotiation, execution, or performance thereof, or (3) the determination of the scope or applicability of this agreement to arbitrate,

shall be settled by arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration shall be heard by a single arbitrator and shall be conducted in Seattle, Washington. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall have the power to award any remedy provided under applicable law, except that the arbitrator shall have no power to award: (1) punitive, exemplary, or multiple damages under any legal theory; (2) mandatory or prohibitory injunctive relief, except for temporary relief in aid of the arbitration or to secure the payment of an award; or (3) any damages in excess of the limits set forth in this section or Section 16 (Limitation on Liability) of this Agreement. Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

14.3 Class Action Waiver

No party shall commence or seek to prosecute or defend any dispute, controversy, or claim based on any legal theory arising out of or relating to this Agreement, or the breach thereof, other than on an individual, non-class, non-collective action basis. No party shall seek to prosecute or defend any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, in a representative or private attorney general capacity. The arbitrator shall not have the power to consolidate any arbitration under this Agreement with any other arbitration, absent agreement of all parties involved, or otherwise to deal with any matter on a non-individual, class, collective, representative, or private attorney general basis.

14.4 Litigation Claims

The following claims ("Litigation Claims") shall be litigated and not arbitrated: (a) claims against a party to this Agreement under the provisions involving claims by third parties; (b) claims by a party for the unauthorized use, or the misuse, by the other party of the first party's intellectual property or confidential, proprietary, or sensitive information; (c) claims by Versium to collect Subscription Fees; and (d) claims for a provisional remedy (such as a temporary restraining order or preliminary injunction) in aid of an arbitration under this Agreement. The Litigation Claims are not subject to arbitration and are expressly excluded by the parties from arbitration. With regard to the litigation of any Litigation Claims, you hereby irrevocably consent to personal jurisdiction and venue in the state and federal courts located in King County, Washington.

15. Currency

All monetary amounts specified in this Agreement are in United States dollars unless otherwise expressly stated.

16. Indemnification

16.1 Indemnification of Versium

You agree to indemnify, defend, and hold harmless Versium and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns from and against any and all actual or threatened claims of third parties arising out of or in connection with (1) your or your Authorized Users' access or use of the Versium Platform and/or Licensed Materials in violation of any law, (2) your or your Authorized Users' violation of any provision of this Agreement, (3) your or your Authorized Users' sending of any information, messages, or materials to any Licensed Materials Contact (including, but not limited to, through e-mail, mail, or fax) in violation of any law or the rights of any third party, or (4) the use of any Licensed Materials or the Versium Platform by any third party to whom you have granted access (including access obtained through use of the usernames and passwords assigned to you and your Authorized Users).

16.2 Indemnification of You

Versium shall indemnify you for any damages finally awarded by any court of competent jurisdiction against you, or for amounts paid by you under a settlement approved by Versium in writing of, in any legal proceeding brought by a third party alleging that the Licensed Materials or Versium Platform infringes upon or violates the intellectual property rights of any such third party.

16.3 Indemnification Procedure

As a condition to any right to indemnification under this Agreement, the indemnified party must (a) promptly give the indemnifying party written notice of the claim or proceeding, (b) give the indemnifying party sole control of the defense and settlement of the claim or proceeding (except that the indemnifying party may not settle any claim or proceeding unless it unconditionally releases the indemnified party of all liability), and (c) give the indemnifying party all reasonable assistance, at the indemnifying party's expense. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any claim or proceeding subject to indemnification hereunder.

16.4 Versium Privacy Policy

By registering for and using the Versium Platform, you agree to the [Versium Privacy Policy](#). Users of the Versium Platform can choose to opt out of certain information sharing or, depending on their residency, exercise other rights related to their personal information. For more information, go to the Versium Privacy Policy and the [Versium Opt-Out Page](#).

17. Limitation on Liability

17.1 No Consequential Damages

NEITHER VERSIUM NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VERSIUM OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE VERSIUM PLATFORM, THE LICENSED MATERIALS OR THE RESULTS OF SUCH USE. VERSIUM WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

17.2 Limits on Liability

NEITHER VERSIUM NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY YOU TO VERSIUM UNDER THIS AGREEMENT DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

17.3 Essential Purpose

YOU ACKNOWLEDGE THAT THE TERMS IN THIS SECTION 17 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

18. Disclaimer

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, THE LICENSED MATERIALS AND VERSIUM PLATFORM ARE PROVIDED "AS IS" AND VERSIUM MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND VERSIUM EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

19. Entire Agreement

This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. Any un-expired subscription set forth in any Ordering Document or agreement between the parties for access to the Versium Platform is incorporated into this Agreement and governed by this Agreement.

20. Amendments

Versium may propose amendments to this Agreement at any time by providing notice of such proposed amendments in a manner permitted hereunder. Such proposed amendments shall be deemed accepted and become part of this Agreement thirty (30) days after the date such notice is given unless you inform Versium that you do not accept such amendments. In the event you inform Versium that you do not accept the proposed amendments, the proposed amendments will not take effect and the existing terms will continue in full force and effect. No other modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Versium and you.

21. Force Majeure

Neither Versium nor any of its affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.