

Data License Agreement

This Data License Agreement (this “Agreement”) is made and entered into by and between

Beijing QuantData Information Technology Co., Ltd., with its principal office at No.1 Futongdong Avenue, Chaoyang District, Beijing, China (“Licensor”), and

_____, with its principal offices at _____ (“Subscriber”)

as of _____ (“Effective Date”).

Background

Licensor has certain data, information and related software or services that it wishes to provide to Subscriber in exchange for the mutually agreed upon fees set forth below. For the avoidance of doubt, “Data” includes any data or other items developed, collected or prepared by a third party but provided to Subscriber by Licensor.

License

Licensor grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right and license (collectively, the “License”). This License includes the right for Subscriber to:

- a) access, receive, and use the data, information, and related software and services defined in the Order Form
- b) allow an agreed number of individuals who are employees of Subscriber to use the Data;
- c) import the Data into its various databases, distribute the Data within its departments, use the Data to develop proprietary content for Subscribers’ analytics platform.

Warranties and Disclaimer of Warranties

Licensor represents, warrants and covenants as follows:

- (a) To the best of its knowledge and belief, Licensor owns or otherwise has the valid right, by contract or otherwise, to grant to Subscriber the License as set forth in this Agreement, and to deliver to Subscriber the Data without violating any applicable law, rule or regulation or the proprietary rights of any third party;
- (b) Licensor has complied with and will continue to comply with any applicable law, rule or regulation in creating, gathering, and providing the Data and the use of the Data as permitted hereunder will not violate such laws;
- (c) The Data does not contain any material, non-public information;
- (d) Licensor has used and will use reasonable efforts to ensure that no malware is introduced into the Data.
- (e) Licensor has used and will use reasonable efforts to ensure that the Data is gathered, prepared, and compiled accurately, without errors or omissions.

EXCEPT AS STATED IN THIS AGREEMENT, LICENSOR DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE DATA AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Fees

The fees associated with this License will be defined in the Order Form. Licensor will invoice Subscriber on an annual basis. Subscriber will arrange the payment within one (1) month of receiving the issued invoice.

The fees associated with the License will not increase during the first year of the Agreement. Thereafter, if the parties mutually agree to renew or extend the Term of the Agreement, such fees may increase by a maximum percentage of (5)% if (i) Licensor informs Subscriber of the anticipated fee increase three (3) months in advance and (ii) Subscriber agrees to

the fee increase. For the avoidance of doubt, the fees set forth above will be the only fees due with respect to any Data delivered by Licensor to Subscriber during the Term, as defined below, hereof.

Term and Termination

This Agreement will be in effect for a term of twelve (12) months from the Effective Date (the “Term”). Thereafter, the parties may, by mutual written agreement, decide to renew or extend the Agreement for an additional term.

During the Term, if either party to this Agreement breaches the terms of this Agreement and fails to cure the breach within 30 days of learning of the breach, the non-breaching party has the right to terminate the Agreement with immediate effect and without prior notice. In the event of termination pursuant to this section, Subscriber will incur no charges, liability or damages whatsoever as a result of the termination.

Rights after Termination

Upon expiration of this Agreement or termination of this Agreement by either party for any reason, Subscriber will be entitled to continue to use the Data and exercise the Licenses set forth in this Agreement, with the understanding that the Licensor will have no further obligation to update the Data following termination of the Agreement.

Limitation of Liability for Damages

Except for damages that Subscriber may incur as a result of a breach by Licensor of Licensor’s warranties and representations provided herein, neither party will be liable to the other or to any third party for any damages, including but not limited to indirect or consequential damages, whether in contract, tort, or otherwise.

Intellectual Property Indemnity

Licensor will indemnify, defend, and hold harmless Subscriber and its officers, directors, and employees (“Indemnified Parties”) against all claims, liabilities, damages, losses, and expenses, including legal fees, arising out of any actual or alleged infringement of a third party’s intellectual property rights in connection with the Data.

Amendment Requires Mutual Written Consent

This Agreement may not be modified or altered except by mutual written consent of both parties, and no provision of this Agreement may be waived except by mutual written consent of both parties.

Survival

Notwithstanding the foregoing, the provisions and terms of this Agreement that by their terms are perpetual or are otherwise intended to survive this Agreement will survive the termination or expiration of this Agreement.

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[SIGNATURE PAGE TO DATA LICENSE AGREEMENT]

AGREED TO AS OF THE EFFECTIVE DATE:

Beijing QuantData Information Technology Co. , Ltd.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date: