



## ALGOSEEK DATA LEASE AGREEMENT FOR AWS DATA EXCHANGE

This Master Services Subscription Data Lease Agreement (this “Agreement”) is entered into between AlgoSeek, LLC, a Delaware Corporation, located at 30 Wall St, New York, NY, 10005, USA (“AlgoSeek”) and the Party subscribing to the Data (“Client” or “Subscriber” or “You”) through AWS Marketplace or AWS Data Exchange.

AlgoSeek will provide you access to the Data (defined below) specifically and solely for the purposes of leasing access to the Data for internal use only.

This Agreement governs your access to the AlgoSeek Data constitutes a binding legal agreement between you (referred to herein as “You”, “Client” or “Customer”) and AlgoSeek (collectively referred to as the “Parties” or individually as the “Party”).

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE HISTORICAL DATA YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS LEASE AGREEMENT. IF YOU DO NOT AGREE TO THIS LEASE AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE HISTORICAL DATA. If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event “Client”, “Customer”, “You” and “Your” will refer and apply to that company or other legal entity.

### DEFINITIONS

“ADX” means AWS Data Exchange.

“Amazon S3” or “S3 Storage” or “S3 Bucket” or “Bucket” refers to Amazon AWS S3 object storage used by AlgoSeek.

“Data” means the historical prices, historical data, market information or any other data that is owned, managed or controlled by AlgoSeek that you are subscribing to receive through ADX.

“Data Service” or “Data Set” refers to a specific set of Data defined by AlgoSeek that is provided by AlgoSeek as a set of data that Client can subscribe to receive through ADX.

“Derivative Works” is new data that is computed or created from Historical Data.

“Product Service” refers to any software, code or other computer based programs provided by AlgoSeek to Client.

“Third Party Data” means the prices, data and any other information that is obtained by AlgoSeek from third party vendors and AlgoSeek’s business partners.

“Data Owner” means a legal entity that holds ownership rights to some or all of the Data or Third Party Data and is the original licensing source of such portion of the Data or Third Party Data when such portion of the Data or Third Party Data is not in the public domain.

“Minimum Term” means the minimum number of months that a Client must subscribe to a specific Data Service or Product Service.

“Subscription Plan” refers to a payment plan where Client is paying for Data in installments. AlgoSeek may provide specific plans for a Client or post general Subscription Plans for Data Services on ADX.

## **OWNERSHIP, LICENSES AND DATA**

Ownership and Copyright. The Data, Data Service(s), Product Service(s) were developed, compiled, prepared, revised, selected and arranged by AlgoSeek through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, hence constitute confidential and valuable industrial property and trade secrets, and are protected by United States copyright laws and international treaty provisions as well as other intellectual property laws and treaties. All title and copyrights in and to the Data and any accompanying materials are owned by AlgoSeek.

Data License. Subject to Client’s compliance with the terms and conditions of this Agreement, AlgoSeek grants to Client a limited, non-exclusive, non-transferable, license to access and *use the Data solely for its internal business research and internal business purposes during the term of this Lease Agreement for upto 10 employees or paid full-time consultants.* This Agreement governs Client’s access to and use of the Data. Client acknowledges and agrees that but for this Agreement, Client would have no rights or access to the Data.

Derivative Works. Client agrees that all Derivative Works are subject to the Data License. For Derivate Works that have been transformed, altered, processed, aggregated, correlated or operated on so that it does not include identifiable AlgoSeek data and no AlgoSeek data can be restored or reverse engineered from such Derivative Data, Client is hereby granted a non-exclusive, perpetual, irrevocable, royalty-free, fully-paid up, worldwide license to the Derivative Work.

Restrictions on the Data. Except as otherwise stipulated in this clause, Client agrees to not copy nor license, sell, transfer, make available or otherwise distribute the Data to any entity or person who is not authorized under this Agreement. Client shall use its best efforts to stop any such copying or distribution and immediately after such use becomes known will email [legal@algoseek.com](mailto:legal@algoseek.com) with all known information. Access to the Data is strictly limited to Client internal use only. Client agrees to pay the maximum monetary damages for willful breach of this clause.

Data Access and Security. Client will use their AWS Account to access Data and is responsible for any AWS fees incurred as well as subscriber fees for Data billed to Client’s AWS account by AWS.

Enforcement. Client is responsible to ensure that Client’s staff and consultants are aware of the Data License and Restrictions on Data as well as the other terms and conditions in this Agreement.

Injunctive Relief. The Client acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, AlgoSeek shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

Telecommunications and Internet Services. Client acknowledges that the use Data by Client is dependent upon access to AWS and that there is no guarantee that these will always be available.

## **MODIFICATION**

Modification. AlgoSeek reserves the right to modify Data with thirty (30) days notice to Client. In the event that a large Modification causes Data to be unusable by Client then Client may Terminate the Subscription Term and any prepaid Subscription Term fees will be refunded on a prorated basis.

## **TERM AND TERMINATION**

Term. The Effective Date will be the date that Client subscribes to Data through ADX. This Agreement will commence as of the Effective Date and shall continue with automatic annual renewals until either Party provides to the other written or electronic notice of termination in accordance with the terms of this Agreement.

Subscription and Renewal. Initial subscription term is one year (12 months) and shall automatically renew for consecutive one year terms unless Terminated as per this Agreement by either Party. Algoseek may increase Subscription

Fee for Data upto 5% for each new annual term.

Client Right to Terminate. To Terminate this Agreement, Client must email [legal@algoseek.com](mailto:legal@algoseek.com) at least 90 days prior to the last day of the current annual term. The minimum term for a subscription is one year. Agreement will only Terminate once all subscription fees and amounts owed have been paid.

AlgoSeek Right To Terminate. AlgoSeek is subject to licensing Agreements from third parties including Exchanges and a future license change may prohibit AlgoSeek from selling Data. AlgoSeek reserves the right to discontinue or terminate Data with thirty (30) days notice to Client. In the event of a termination of Data then Client may Terminate this Agreement immediately and any prepaid fees will be refunded on a prorated basis.

Effect of Termination. Within 10 days of termination, cancellation or expiration of this Lease Agreement, Client hereby agrees to destroy and permanently delete any and all Data and Derivative Works from all Client's computers and storage media world-wide *with the exception of any data has been granted a perpetual license as defined in clause "Derivative Works"*. Client will email to [legal@algoseek.com](mailto:legal@algoseek.com) confirming all Data is permanently deleted. Client agrees and understands that Client will be liable for maximum damages for breaching this clause.

Inability to Deliver Data Service or Product Service AlgoSeek's Data is governed by licenses from market exchanges and in the event AlgoSeek can no longer provide specific Data to a Client then AlgoSeek will notify client and any prepaid Subscription fees will be refunded on a prorated basis.

Survival. The provisions of this Agreement and its Exhibits that by their nature should reasonably survive, and any amendments to the provisions of the aforementioned will survive any Termination or expiration of this Agreement.

## **FEES**

Subscription Fees. Client will pay ADX for the AlgoSeek fees ("Subscription Fees") for the subscribed Data as described in ADX.

Late Payment or Refused Payments. In the event that AWS is unable to collect Subscription Fees from Client, AlgoSeek may use any means to collect fees directly from Client. Furthermore, Client will be liable for all costs incurred by Algoseek in the collection of Subscription Fees from Client. Algoseek can suspend or stop access to Data until Subscription Fees are paid.

Taxes and Duties. Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "Taxes"). Client shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder.

## **CONFIDENTIALITY**

Confidential Information. "Confidential Information" means the Data (including the selection, arrangement, and compilation thereof) and any nonpublic information directly or indirectly disclosed or made accessible by Algoseek to Client pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights; or (f) was required by law or regulation to be disclosed by Client to the extent so disclosed. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information.

Mutual Non-Disparagement. Each Party agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of the other Party, its products or services, and any of its present or former officers, directors or employees.

## **WARRANTIES, INDEMNITY, AND LIMITATION OF LIABILITY**

**Indemnification.** Client agrees to defend (or settle), indemnify and hold AlgoSeek and its employees, directors and officers harmless from and against any and all liabilities, losses, damages, or expenses (including court costs and reasonable attorney's fees) in connection with any claims that directly or indirectly arises from (i) any use by Client of Data (ii) any loss or damage from use of Data (iii) any third party loss caused by Client's use of Data.

**Warranty Disclaimers.** OTHER THAN SPECIFICALLY SET FORTH HEREIN, (i) THE DATA IS DELIVERED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION PROVIDED, COMPLETENESS, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR PERFORMANCE, (ii) ALGOSEEK MAKES NO WARRANTY THAT THE DATA WILL MEET CLIENT'S SPECIFIC OBJECTIVES OR NEEDS; (iii) ALGOSEEK MAKES NO WARRANTY THAT THE DATA WILL BE FREE FROM ERRORS OR BUGS;

CLIENT ACKNOWLEDGES THAT (i) ANY DATA RECEIVED OR DOWNLOADED IS DONE AT ITS OWN DISCRETION AND RISK, AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER INSTANCES OR LOSS OF APPLICATIONS OR DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH DATA AND (ii) ANY LOSS OF DATA OR PROBLEMS CAUSED BY USE OF DATA. CLIENT AGREES THE FOREGOING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL PART OF THIS AGREEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ALGOSEEK OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES, SO THEREFORE SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY.

**Limitation of Liability.** UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL ALGOSEEK'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR CLIENT'S ACCESS TO OR USE OF THE DATA EXCEED FIVE HUNDRED(500) US DOLLARS, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. ALGOSEEK WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY DAMAGES RESULTING FROM ANY INTERRUPTION OR DISRUPTION IN COMMUNICATIONS OR SERVICES, UNAVAILABILITY OR INOPERABILITY OF SERVICES, TECHNICAL MALFUNCTION, LOST DATA, OR LOST PROFITS, EVEN IF ALGOSEEK KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OR COULD HAVE REASONABLY PREVENTED SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **MISCELLANEOUS PROVISIONS**

**Excusable Delays.** Any delay in performance of any provision of this Agreement caused by conditions beyond the reasonable control of either Party will not constitute a breach of this Agreement, provided that the delaying Party has taken reasonable measures to notify the affected Party of the delay in writing and uses reasonable efforts to perform in accordance with this Agreement notwithstanding such conditions. The delayed Party's time for performance will be deemed extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a Party's reasonable control include, but are not limited to, natural disasters, acts of government, acts of terrorism, power failures, network failures, fires, riots, and acts of war (collectively, "Excusable Delays").

**Compliance with Laws and Policies.** The Parties hereby agree to abide by and comply with all applicable local, state, national, and international laws and regulations (including applicable laws that pertain to the transmission of technical data, privacy, the encryption of software, the export of technology, the transmission of obscenity, or the permissible uses of intellectual property).

**Inspection and Audit.** In the event of a dispute where Client and AlgoSeek are in a court, lawsuit or arbitration regarding this Agreement then AlgoSeek will have the right to appoint a Certified Account or Lawyer or other Regulated

Professional at AlgoSeek's expense to perform an inspection and audit. Client agrees to provide access as needed for the inspection and audit.

Controlling Law. The Parties agree the laws of the State of Delaware, excluding conflict of laws provisions, will govern this Agreement and all matters arising out of or related to this Agreement. The Parties submit to the jurisdiction of the Delaware Court of Chancery of the State of Delaware. The Parties expressly agree to the venue of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any federal court within the State of Delaware) and waive any objection based on personal jurisdiction or physical location. Both parties expressly waive all rights to trial by jury.

Entire Agreement and Severability. This Agreement, as amended from time to time according to its terms, shall constitute the entire agreement between Client and AlgoSeek and shall supersede all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter. This Agreement may be amended only in a written agreement that is duly executed by authorized representatives of the parties.

Force Majeure. AlgoSeek shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, other catastrophes, power or telecommunications failure or any other cause beyond its reasonable control.

Waiver. No waiver by either party of any default by the other in the performance of any provisions of this Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.

Assignment. Client may not assign this Agreement without prior written consent. AlgoSeek may assign this Agreement upon sale of a portion of AlgoSeek.

Publicity. Client agrees not to disclose the terms, conditions or scope of this Agreement without the prior express written consent of AlgoSeek. AlgoSeek may include Client's name and logo in its public published list of clients.

Severability. If any provision of this Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

Notice. The parties may give notice to each other via email or certified mail.

Notices sent to AlgoSeek will be emailed to [legal@AlgoSeek.com](mailto:legal@AlgoSeek.com).

Notices sent to Client will be emailed to \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized.

AlgoSeek, LLC

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A. SIGNATORY IDENTIFICATION**

The USA Exchanges have clauses in their Licensing agreements for KYC (Know Your Customer). To meet these requirements AlgoSeek requires official identification. Please attach a copy of your driving license, passport or government issued ID card.