

DATA SUBSCRIPTION AGREEMENT FOR AWS MARKETPLACE

1. Scope.

1.1 Terms and Conditions. This Data Subscription Agreement for AWS Marketplace (the “DSA”) sets forth the terms and conditions applicable to Data subscriptions between the Party offering the Data under a DSA Offer (“Seller”) and the Party subscribing to the Data (“Buyer”) through the AWS Marketplace. Seller’s offer of the Data as a DSA Offer on the AWS Marketplace, and Buyer’s purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party’s respective acceptance of this DSA and their entry into this Agreement (defined below) with respect to the Subscription. Unless defined elsewhere in this DSA, terms in initial capital letters have the meanings set forth in Section 10. Buyer and Seller may be referred to collectively as the “Parties” or individually as a “Party”.

1.2 Data Subscription. Seller will supply and sell to Buyer, and Buyer will receive and purchase, respectively, a Subscription to the Data as set forth in the DSA Offer in accordance with this Agreement. A Subscription, as described in the applicable DSA Offer, may be for Data deployed via S3 Download (“Downloaded Data”) or Data deployed through other functionality available for Data in the AWS Marketplace. A Subscription may be provided on a Prepaid Pricing basis or, to the extent available, Consumption Pricing or other fee structure through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the applicable DSA Offer.

1.3 Agreement. The Subscription is subject to and governed by this DSA, the applicable DSA Offer, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Seller (the “Agreement”). Each Subscription is the subject of a separate agreement between Buyer and Seller. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (1) any amendment agreed upon by the parties, (2) this DSA, and (3) the DSA Offer.

2. Authorization.

2.1 Data. Seller hereby authorizes Buyer, its Affiliates and their Users, subject to their compliance with the requirements and restrictions set forth herein, a nonexclusive, nontransferable license to use the Data in accordance with the applicable DSA Offer. Buyer may use the Data, solely on computers owned or controlled by Buyer and solely for Buyer’s and its Affiliates’ internal business operations. Buyer may make a reasonable number of copies of any Documentation made available to Buyer by the Seller as necessary to use such Data in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Seller retains all rights not expressly granted to Buyer under this Agreement. Buyer does not obtain any rights in the Data. The Data is and will remain the property of Seller or its third-party licensors.

2.2 Affiliates and Contractors. With respect to Affiliates and Contractors that Buyer allows to use the Data: (a) Buyer remains primarily responsible for all obligations hereunder arising in connection with such Affiliate’s or Contractor’s use of the Data; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3 Restrictions. Except as specifically provided in this Agreement, Buyer and any other User of Data, or any material subset thereof, may not: (a) publish, disseminate, distribute or provide access of any kind to the Data to any third party, or any material subset thereof, to any third party; (b) sell, rent,

loan, lease, assign, authorize others to access, use or disclose or attempt to grant any rights to the Data or any material subset thereof to third parties; (c) except as permitted by Law, decompile, reverse engineer, or otherwise attempt to derive source code from the Data; and (d) use the Data or any material subset thereof to act as a consultant, service bureau or application service provider. Buyer will not remove, delete or alter any trademarks, copyright notices or other Proprietary Rights notices of Seller or its licensors, if any.

3. Proprietary Rights.

3.1 Data. Seller will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other Proprietary Rights in or to the Data.

3.2 Feedback. If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Data ("Feedback"), Seller may use and incorporate Feedback in Seller's products and services. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

3.3 Derived Data. Buyer may not modify, further develop, or create any derivative products from the Data. No licensed Data may be decompiled, decoded, or reverse engineered.

4. Warranties.

4.1 No Personal Information. Seller represents and warrants that: (a) the Data will not include, and the Seller will not otherwise provide to Buyer, any personally identifiable information or any information that is subject to the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Gramm-Leach-Bliley Act, the General Data Protection Regulation (Regulation (EU) 2016/679) or any other applicable data privacy laws, rules and regulations; and (b) the collection, organization, and processing of the Data has been conducted in compliance with all applicable laws and regulations and the lawful use of the Data by Buyer and its Users as permitted under this Agreement is not restricted or prohibited by, or contingent upon compliance with, any such law or regulation.

4.2 Warranty Exclusions. Seller will have no liability or obligation with respect to any warranty to the extent any nonconformity is attributable to any: (a) use of the Data by Buyer in violation of this Agreement or applicable Law; or (b) modifications to the Data made by Buyer or its Personnel; where in each of (a) and (b) such nonconformity would not have occurred absent such use or modification by Buyer.

4.3 Power and Authority. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

4.4 Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Seller does not warrant: (a) that the Data will meet Buyer's requirements; or (b) that the Data will be accurate, complete or up-to-date.

5. Confidentiality & Non-Disclosure. Buyer may not and will not disclose any the Data to any third party; and will exercise the same degree of care in safeguarding and protecting the confidentiality of the Data that it exercises with respect to its own confidential information and data, but in no event less than a reasonable degree of care. The termination of this DSA will not relieve Buyer of its obligations with respect to the Data disclosed pursuant to the terms hereof.

6. Limitations of Liability. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY TYPE INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

7. Indemnification. Buyer will indemnify, defend, and hold harmless Seller and its employees, principals (shareholders or holders of an ownership interest, as the case may be), and agents from and against any losses, damages, costs, expenses (including court costs and reasonable attorneys' fees), judgments, assessments, fines, and other liabilities arising out of or resulting from a breach of these Terms and Conditions.

8. Term and Termination.

8.1 Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

8.2 Termination for Cause. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party.

8.3 Effect of Termination.

8.3.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's authorization to use the Data under such Subscription will terminate, and, within 90 days following such termination or expiration, Buyer will remove from the AWS Services infrastructure used by Buyer under its own AWS Services account and any other computer systems operated by or for Buyer and return, or if instructed by Seller, destroy the Data. Termination or expiration of any Subscription purchased by Buyer from Seller will not terminate or modify any other Subscription purchased by Buyer from Seller. Notwithstanding the foregoing, Buyer will not be required to return or destroy Data that is integrated into Derived Data.

8.3.2 Sections 3 (Proprietary Rights), 5 (Confidentiality), 6 (Limitations of Liability), 7 (Indemnification), 8.3 (Effect of Termination), 9 (General) and 10 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason.

9. General.

9.1 Applicable Law. This Agreement will be governed and interpreted under the laws of the State of Ohio, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in Columbus, Ohio and the Parties consent to the jurisdiction of the state and federal courts located in Columbus, Ohio. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Seller. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

9.3 Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "Force Majeure Event").

9.4 Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Data, and in the case of Seller, where Seller provides the Data. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Data, to any country subject to an embargo or other sanction by the United States.

9.5 Government Rights. As defined in FARS §2.101, the Data and Documentation are "commercial items". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure of such commercial Data by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.6 Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9.7 No Third-Party Beneficiaries. Except as specified in Section 7 with respect to Buyer Indemnified Parties and Seller Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

9.8 Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the DSA; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

9.9 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

9.10 Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Seller, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Seller. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

9.11 Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

9.12 Subcontracting. Seller may use Subcontractors in its performance under this Agreement, provided that: (a) Seller remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Seller or cause any loss of warranty under this Agreement; and (b) Seller agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Seller such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Seller. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Seller will be deemed the act or omission of Seller.

10. Definitions.

10.1 "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

10.2 "AWS Marketplace" means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

10.3 "AWS Services" means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

10.4 "Consumption Pricing" means a pricing model for Data Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Data.

10.5 "Contractor" means any third party contractor of Buyer or other third party performing services for Buyer, including business process outsourcing service providers.

10.6 "Data" means the data identified in the applicable DSA Offer and any other data, including any revisions, updates, modifications, enhancements and additional data that Seller provides, or is obligated to provide, under this Agreement.

10.7 "Derived Data" means any data, work product or other items, information or materials derived from or created by or for Buyer using the Data, including data analytics, reports, research,

analysis, tools, notes, presentations, discussions and/or models, calculations, algorithms or statistical methods, but excluding any unmodified Data as provided by Seller under this Agreement.

10.8 "Documentation" means any manuals, instructions, specifications, documentation, and other materials related to the Data (including all information included or incorporated by reference in the applicable DSA Offer), together with all enhancements, modifications, derivative works, and amendments to those documents, that Seller publishes or provides under this Agreement.

10.9 "DSA Offer" means an offer by Seller, as set forth in the detail page on the AWS Marketplace, for a subscription to Data subject to this DSA and the other terms and conditions of the Agreement.

10.10 "Prepaid Pricing" means a pricing model for Data Subscriptions where Buyer purchases a quantity of usage upfront.

10.11 "Prepaid Subscription" means the specified quantity of use of the Data with Prepaid Pricing that Buyer purchases upfront as specified in the applicable DSA Offer.

10.12 "Personnel" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

10.13 "Proprietary Rights" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

10.14 "S3 Download" means a way that the Data offered by Seller under a DSA Offer may be provisioned to Buyer where the Data is delivered to Buyer as a download from AWS S3 storage service into Buyer's own AWS Services account on AWS Services infrastructure or to other computer systems operated by or for Buyer.

10.15 "Subcontractor" means any third-party subcontractor or other third party to whom Seller delegates any of its duties and obligations under this Agreement.

10.16 "Subscription" means a subscription ordered by Buyer in the AWS Marketplace for access and use of Data as listed in a Seller DSA Offer.

10.17 "User" means an employee, non-employee worker or other member of Buyer or any of its Affiliates' workforces, Contractor of Buyer or any of its Affiliates or other person or Data program or computer systems authorized by Buyer or any of its Affiliates to access and use the Data as permitted under this Agreement.