



TAMR LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS TAMR LICENSE AGREEMENT (“AGREEMENT”) BEFORE ACCESSING, DOWNLOADING OR OTHERWISE USING THE TAMR SOFTWARE, WHETHER PROVIDED AS AN ON-PREMISE, HOSTED OR SAAS SOLUTION (THE “SOLUTION”) PROVIDED TO YOU (“YOU”) BY TAMR, INC., A DELAWARE CORPORATION WITH A BUSINESS ADDRESS AT 66 CHURCH STREET, CAMBRIDGE, MA 02138, USA (“COMPANY”).

BY CLICKING ON THE “ACCEPT” BUTTON, AND/OR DOWNLOADING, ACCESSING OR USING THE SOLUTION, YOU ARE STATING THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON AND/OR DO NOT ACCESS, DOWNLOAD OR USE THE SOLUTION AND DOCUMENTATION. IF YOU ARE DOWNLOADING OR ACCESSING THE SOLUTION FROM A THIRD-PARTY MARKETPLACE, YOUR DOWNLOAD AND USE OF THE SOLUTION MAY BE SUBJECT TO ADDITIONAL MARKETPLACE TERMS AND CONDITIONS.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT. YOUR EMPLOYER MAY HAVE ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH COMPANY WHICH GOVERNS THE USE OF THE SOLUTION. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE SOLUTION AND TAKES PRECEDENCE OVER THIS LICENSE AGREEMENT. AS USED IN THIS LICENSE AGREEMENT, THE TERM “YOU” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH ACCESS AND USE OF THE SOLUTION AND DOCUMENTATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, YOU MUST NOT USE OR ACCESS THE SOLUTION AND DOCUMENTATION.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND COMPANY HEREBY AGREE AS FOLLOWS:

- LICENSE.** Company provides its enterprise data mastering Solution to customers on an installed, on premise basis, as a hosted solution (either hosted by Company or by the customer), and on a software-as-a-service (“SaaS”) basis. Subject to the terms, conditions and restrictions set forth in this Agreement, and any additional terms set forth in the applicable order intake form contained on the Company website, provided by Company or entered into pursuant to a Marketplace (“Order Form”), Company hereby grants, and You hereby accept, a non-exclusive, non-transferable, right and license, to access and use, solely for Your use, on a SaaS, hosted or on-prem basis (as specified in the Order Form) (i) the Solution identified on the Order Form and (ii) the user documentation and training library provided with the Solution as specified on the Order Form (“Documentation”), for the subscription term specified on the Order Form.
- TERM; TERMINATION.** (i) The term of this Agreement shall be the subscription term set forth in the Order Form (“Subscription Term”). Unless otherwise set forth in the Order Form, the subscription and this Agreement shall automatically renew for subsequent periods of the same term set forth in the Order Form unless You provide us with written notice of your intent not to renew at least ninety (90) days prior to the end of the then-current term. This Agreement may be terminated by either party if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party. (ii) Upon termination of this Agreement, You will cease use of and/or destroy (as applicable) the Solution and Documentation and any Company Confidential Information. You may not terminate this Agreement or any Order Form for convenience or for any reason other than as set forth above in this Section 2.
- RESTRICTIONS; PROPRIETARY RIGHTS; FEEDBACK.** You shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or

algorithms of the /or or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Solution or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Solution or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Solution. The Solution is the proprietary intellectual property of Company that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Company retains sole and exclusive ownership of all right, title, and interest in and to the Solution and any and all enhancements, modifications, corrections and derivative works that are made to the Solution, all of which will be considered part of the Solution for the purposes of this Agreement and will be owned by Company. You may, in your sole discretion, provide Company with suggestions, enhancement requests, recommendations, or other feedback related to the Solution and Documentation provided hereunder ("Feedback"). You hereby assign to Company all right, title, and interest in and to any Feedback, including all intellectual property rights therein or relating thereto.

4. **CONFIDENTIALITY.** Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by the recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

5. **CUSTOMER DATA.** In the event You have purchased a subscription to the SaaS version of the Solution, this Section 5 shall apply to Customer Data, as defined below.

Company is committed to having technical, administrative, and system safeguards in place to secure any data that You provide to Company or that Company collects in the context of the provision of the Solution, including metrics, data sets, statistics, click-stream data, or similar data or information that You upload into, store on, or otherwise process using the Solution, under this Agreement and pursuant to Your use of the Solution ("Customer Data"). As a result, Company has implemented industry standard procedures, practices and infrastructure to protect all Customer Data. Company handles and protects all Customer Data, including personally identifiable information, in compliance with all applicable data protection laws and regulations and with Company's Privacy Policy found at <https://www.tamr.com/privacy-policy>.

Further, any Customer Data that falls within the scope of the EU and/or UK GDPR and/or CCPA shall be subject to the additional terms contained in Company's Data Processing Addendum found at <https://www.tamr.com/dpa>.

You grant to Company a non-exclusive, worldwide, royalty-free, fully-paid, sublicensable (through multiple tiers of sublicensees), perpetual and irrevocable license to copy, reproduce, modify, create derivative works of, use to train models and otherwise use Customer Data to generally provide You with access to and use of the Solution, to maintain the Solution, to make features available to You, to perform obligations under this Agreement, to compile, use and disclose anonymous, aggregated statistics, provided that no such information will not directly identify and cannot be used to identify You, and to provide bug fixes, system diagnostics, error and performance monitoring, product offerings, Solution support and updates, and to improve the Solution (the "Customer Data License"). You acknowledge and agree that these processing purposes are compatible with the processing to provide the Solution under the Agreement.

You retain all rights, title and interest in and to and ownership of Customer Data. Company disclaims any and all responsibility for any loss of any Customer Data and is not responsible for the backup of any Customer Data. You represent and warrant that use and supply of Customer Data in connection with the Solution, (i) is legally and rightfully authorized, and You have, and will maintain during and after any termination of this Agreement, all licenses, consents, permissions and approvals required to grant the Customer Data License, (ii) does not infringe upon the intellectual property rights of any third party, and (iii) complies with all applicable local, state, national and international laws and regulations, including without limitation those laws and regulations related to privacy and export control. and economic sanctions regulations. Without limiting the foregoing, You represent and warrant that (i) You are not listed, or owned 50% or more by one or more parties subject to export control or economic sanctions, (ii) You will not engage in activities that would require a license or other approval under export control or economic sanctions, and (iii) Customer Data does not require a license or other approval under export control or economic sanctions.

The Customer Data License shall survive any termination of this Agreement.

6. **WARRANTY; DISCLAIMER.** Company represents and warrants that the Solution will operate in conformity with the Documentation during the Subscription Term specified in the Order Form. In the event You notify Company in writing

of a non-conformity during such period, as Your sole remedy and at Company's cost, Company will promptly remedy the issue or provide a replacement or workaround. EXCEPT FOR THE FOREGOING, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND, INCLUDING ANY WARRANTY USE AND OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE SOLUTION WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, IN CONNECTION WITH THE SOLUTION HEREUNDER, AND THE SOLUTION IS PROVIDED "AS-IS" AND "AS-AVAILABLE". COMPANY MAKES NO AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SOLUTION, DOCUMENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **SUPPORT.** Company will provide You with support for the Solution in accordance with Company's current support policy for the Solution subscription You have purchased as specified in the Order Form. Support is provided to You during the Subscription Term at no additional charge, unless otherwise set forth in the Order Form. If You have subscribed to the SaaS Solution, Company will automatically update the Solution with all new versions, updates, and upgrades (collectively, "Upgrades"), without additional charge. Upgrades will become part of the Solution and will be subject to the provisions of this Agreement, including, without limitation, Sections 1, 3 and 4.

8. **INDEMNIFICATION.**

8.1 Company Indemnification. Subject to section 0 (Indemnification Procedure) below, Company will indemnify, defend and hold You harmless from and against any claim, demand, suit, action or proceeding (collectively, a "Claim"), and will pay any costs, liabilities, losses, and expenses (including but not limited to, reasonable attorneys' fees) awarded against You either in judgment or settlement agreed to by Company in writing (collectively, "Losses"), arising out of or in connection with an allegation by a third party against You that the use of the Solution and Documentation as permitted hereunder infringes any intellectual property right or constitutes a misappropriation of a trade secret of a third party. Excluded from Company's indemnification obligations are claims to the extent arising from: (i) use of the Solution and Documentation in violation of this Agreement or applicable law; (ii) continued use by You of the Solution and Documentation after Company has notified You in writing to cease the use of the Solution and Documentation; (iii) any claim relating to any third-party products or services or Customer Data; (iv) modifications to the Solution and Documentation made other than by Company (where the claim would not have arisen but for such modification); (v) the combination, operation, or use of the Solution with software or equipment which was not provided by Company, to the extent that Your liability for such claim would have been avoided in the absence of such combination, operation, or use; or (vi) compliance by Company with Your custom requirements or specifications if and to the extent such compliance with Your custom requirements or specifications resulted in the infringement. If Your use of the Solution becomes enjoined, Company shall at its sole option, either : (i) procure, at no cost to Your, the right to continue using the Solution; (ii) modify the Solution to render it non-infringing; or (iii) if, in Company's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate this Agreement (and Your rights to use the Solution), and refund to You fees paid for the Solution on a pro rata basis for the remainder of the then-current Subscription Term. The rights and remedies granted to You under this Section 0 state Company's entire liability, and Your exclusive remedy, with respect to any claim or infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

8.2 Your Indemnification. Subject to section 0 (Indemnification Procedure) below, You will indemnify, defend and hold Company and its Affiliates harmless from and against any Claim and shall pay all Losses incurred which arise out of any allegation by a third party against Company or any of its Affiliates that arises out of or results from a claim alleging that the Customer Data, or any provision or use thereof, infringes the intellectual property rights or proprietary rights or others, or negatively impacts (protection of) the privacy of individuals, or otherwise has caused harm to a third party or violates applicable law.

8.3 Indemnification Procedure. The indemnified Party shall: (i) promptly notify the indemnifying Party in writing of any claim, suit, action, or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any Claim and all negotiations for settlement, provided that the indemnifying Party shall not settle any Claim that imposes a financial obligation or admission of liability or guilt on the indemnified Party without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim, at the indemnifying Party's cost, however the indemnified Party shall bear all costs of engaging its own counsel.

9. **LIMITATION OF LIABILITY.** THE CUMULATIVE LIABILITY OF COMPANY TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO COMPANY UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

10. **GENERAL.**

10.1 Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and

supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Solution covered by such Order Form or Statement of Work. Any purchase orders issued by You shall be deemed to be for your convenience only and, notwithstanding acceptance of such orders by Company, shall in no way change, override, or supplement this Agreement.

10.2 Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

10.3 Independent Contractor. The relationship between Company and You is that of independent contractors. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.

10.4 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to Tamr Inc., 66 Church Street, Cambridge, MA 02138 USA, Attn: Legal Counsel. Notices shall be effective upon their receipt by the party to whom they are addressed.

10.5 Assignment. This Agreement may not be assigned by You without Company's prior written consent.

10.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

10.7 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

10.8 Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts, and each party consents to the exclusive personal jurisdiction and venue of such courts.

10.9 Survival. Sections 2(ii) through 10 of this Agreement shall survive any termination hereof.