

Licensed Data Agreement

By using the databases, APIs, information, products or services available at this site, the Licensee (defined below) agrees to comply with the following terms and conditions set forth herein (the "Terms and Conditions"). For purposes of the Terms and Conditions, "Licensor" is Data Axle Inc. and the "Licensee" is the entity or institution that makes available the databases, APIs, information, products or services offered by Licensor at this site.

Licensee is accessing Licensor's proprietary real-time databases ("Databases") through Licensor's proprietary application program interfaces with AWS. Any and all information obtained is "Data Axle Data". Databases and Data Axle Data are, collectively, the "Data Axle Products".

If Licensee does not agree to the Terms and Conditions, then Licensee must not use any of the Data Axle Products. Licensor may discontinue access to Data Axle Products at any time.

Licensee must cause all of its corporate affiliates, and all of Licensee's and its corporate affiliates' officers, directors, employees, agents, advisors and contractors (collectively, "Representatives") to comply with the Terms and Conditions. Licensee will be fully responsible and liable for any breach of any term of the Terms and Conditions by any of its Representatives.

License Grant

During the one (1) year period beginning when Licensee first accesses any Data Axle Data ("Term"), Licensor hereby grants to Licensee a personal, revocable, limited, non-exclusive, non-transferable, non-sublicenseable license and right to use the Data Axle Products made available by Licensor at this site solely for Licensee's internal business purposes and subject to the Terms and Conditions.

The licenses granted in this "License Grant" section are conditioned upon (i) Licensee's and its Representatives' strict compliance with all terms and conditions set forth in the "Data Use Restrictions" section below and (ii) Data Axle Data remaining, at all times, separately identifiable and extractable from Licensee's and its Representatives' systems, data, products and services.

Data Use Restrictions

Any use of any Data Axle Product not expressly authorized in the Terms and Conditions is strictly prohibited. Without limiting the generality of the foregoing, Licensee and its Representatives' are expressly prohibited from, and Licensee hereby agrees to refrain from and cause its Representatives to refrain from, the following:

1. Using any Data Axle Product in connection with any service that is offered by Licensee to third parties;
2. Caching or otherwise downloading or storing Data Axle Data;
3. Sublicensing any of Licensee's rights or licenses to use Data Axle Products set forth herein;
4. Reselling or redistributing any Data Axle Products;
5. Displaying any Data Axle Data on public or external websites for viewing or use by any third parties;
6. Disassembling, decompiling, reverse engineering, modifying, improving, creating derivative works of or otherwise altering any Data Axle Product or any part thereof;

7. Using any Data Axle Products in connection with any mobile application (for example, for iOS and Android);
8. Using the Data Axle Data for direct marketing application and using Data Axle Data to be marketed to current or prospective End Users for such purposes; and
9. Using any Data Axle Product in any manner that violates any Law (defined below).

Security/Representations/Data Warranties/Liabilities

1. Licensee represents and warrants to Data Axle that any and all data, records or other information disclosed, provided or otherwise made available to Licensor by Licensee ("Licensee Data"), is owned by Licensee or that Licensee has all necessary rights and authorizations to make the Licensee Data available to Licensor for the purpose of Licensor to use the Licensee Data in connection with the Data Axle Products.
2. Licensee must house the Data Axle Data on the internet behind firewalls and Licensee must prevent all unauthorized access, usage and copying of the Data Axle Data. Without limiting the generality of the foregoing, Licensee must implement and maintain at all times a system of controls that will (a) protect the integrity of the Data Axle Data; and (b) control access to the Data Axle Data.
3. Licensor may in its sole discretion update, change or delete Data Axle Data or Data Axle Products without notice. Licensee acknowledges and agrees that the Licensor may include "dummy information" in the Data Axle Data that does not relate to any actual person or entity, for the purposes of allowing the Licensor to monitor compliance with the Terms and Conditions.
4. Licensor will not be responsible for any disruption of Data Axle Products or Data Axle Data regardless of length. Furthermore, the Licensor will not be liable for losses or damages Licensee may incur due to any errors or omissions in Data Axle Data or due to Licensee's inability to access Data Axle Data due to disruption of Data Axle Data.
5. Licensee acknowledges that any unauthorized use of the Data Axle Data or Data Axle Products by Licensee or its Representatives, may, at Licensor's sole discretion, be treated as a material breach of the Terms and Conditions. Licensee further acknowledges that any unauthorized use of the Data Axle Data or Data Axle Products may cause irreparable harm and injury to Licensor for which there is no adequate remedy at law. In addition to all other remedies available under the Terms and Conditions, at law or in equity, Licensee further agrees that Licensor will be entitled to seek injunctive relief in the event Licensee or any of its Representatives use the Data Axle Data or Data Axle Products in violation of any term or condition of the Terms and Conditions.
6. Licensee acknowledges that Licensee's use of the Data Axle Data, or Data Axle Products is expressly subject to Licensee's and its Representatives' strict compliance with: (i) all Laws; (ii) the Direct Marketing Association's Guidelines for Ethical Business Practice; and (iii) the Terms and Conditions.
7. Licensee acknowledges that the Data Axle Data has not undergone any specific data processing services, including but not limited to, Do-Not-Call or wireless number suppression and agrees that Licensee is solely responsible for obtaining any necessary processing or must utilize Data Axle Data only in a manner permitted by Law.
8. Licensor does not guarantee that the Data Axle Data meets any applicable legal requirements related to the use of marketing information, including but not limited to, laws applicable to commercial email or other electronic messages, telemarketing laws and wireless suppression or wireless domain lists. "Law" or "Laws" means all federal, state, local and foreign laws, statutes, rules, regulations, and ordinances applicable to a party's obligations under the Terms and

Conditions including, without limitation, those concerning privacy, data protection, telemarketing, fax marketing, email marketing, and direct marketing (including but not limited to, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM"), the Canadian Anti-Spam Law ("CASL"), the Telephone Consumer Protection Act of 1991 ("TCPA"), and the Children's Online Privacy Protection Act ("COPPA").

9. Licensee represents that Licensee's and Representatives' performance under the Terms and Conditions does not and will not conflict with or result in the breach of or violation of any other agreement, instrument, order, judgment or decree to which it is a party or by which it is bound.
- 10. THE DATA AXLE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND LICENSOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES TO LICENSEE OR TO ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH LAWS OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), OR RESULTS TO BE DERIVED FROM THE USE OF THE LICENSED DATA, WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, NEITHER DATA AXLE NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF THE DATA AXLE DATA.**
- 11. IN NO EVENT WILL LICENSOR OR ANY OF ITS AFFILIATES BE LIABLE TO LICENSEE OR ANY THIRD PARTY, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE.**
- 12. THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR TO LICENSEE OR ANY THIRD PARTY, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.**
13. Licensee agrees to indemnify, defend, and hold harmless Licensor and Licensor's corporate affiliates, and all of Licensor's and its corporate affiliates' officers, directors, employees, agents, advisors and contractors from and against any and all actions, causes of action, demands, lawsuits, litigation, settlements, investigations, subpoenas or other claims of any nature whatsoever initiated by any third party ("Third Party Claims") and any and all related costs, damages, liabilities, fines, fees, penalties, awards, judgements, losses and other expenses of any nature whatsoever (including without limitation attorneys' fees) to the extent the Third Party Claims arise out of or relate to the following: (i) the gross negligence or willful misconduct of Licensee or its Representatives; (ii) Licensee's or its Representatives' use of the Data Axle Products in violation of any Law or the Terms and Conditions; or (iii) the Licensee Data.

Fees and Payment

Licensee agrees to the payment obligations set forth in accordance with order payment terms as the Licensed Data Payment Schedule provided to Licensee by Licensor. The Licensed Data Payment Schedule is hereby incorporated by reference. Such the Licensed Data Payment Schedule may change from time to

time without notice and will be effective immediately upon posting. Licensee's continued use of the Data Axle Products under the Terms and Conditions shall be deemed acceptance of such changes to the Licensed Data Payment Schedule. In the event that Licensee does not accept such changes to the Licensed Data Payment Schedule, Licensee must immediately cease all use of the Data Axle Products, notify Data Axle in writing of its rejection, and comply with the "Effect of Termination" section of the Terms and Conditions. Licensee acknowledges that AWS will collect payment for the Services. Data Axle does not issue refunds or allow early cancellations of the Data Axle Products. All sales of the Data Axle Products are final.

Termination

The Terms and Conditions will immediately terminate upon the expiration of the Term unless earlier terminated in accordance with the terms of the Terms and Conditions. Licensor may terminate the Terms and Conditions immediately without notice if Licensee or any of its Representatives breach any of the Terms and Conditions. Licensee's access to the Data Axle Data may be terminated at the convenience of the Licensor.

Effect of Termination

Upon termination or expiration of the Terms and Conditions for any reason, Licensee must, and must cause all Representatives to: (a) ensure that all copies of the Data Axle Data and any related data and information are deleted from Licensee's computers and the computers of all Representatives; (b) immediately cease any and all use of the Data Axle Data; (c) return all copies, whether in print, tape or other media, of all or any part of the Data Axle Data to Licensor no later than five (5) days after termination or expiration of the Terms and Conditions; (d) certify in writing within ten (10) days after termination or expiration of the Terms and Conditions that Licensee and its Representatives have deleted or returned to Licensor all copies of Data Axle Data; and (e) pay to Licensor any amounts due to Licensor as of the effective date of termination or expiration. Licensee's access to Data Axle Data will be immediately terminated upon the expiration or termination of the Terms and Conditions.

Data Axle Data Audit

Licensee acknowledges and agrees that Licensor may, during the Term and for a period of two (2) years following the termination or expiration of the Terms and Conditions, audit Licensee for the sole purpose of examining and verifying that Licensee and its Representatives have complied with the Terms and Conditions regarding the permitted use of the Data Axle Products and Licensee's obligations upon termination or expiration of the Terms and Conditions. Designated representatives of Licensee and Licensor, or Licensor's authorized agent, will work together in a timely manner to inspect Licensee's books and records and any systems that load, store, process, and/or read Data Axle Data as reasonably necessary for Licensor to verify that Licensee has complied with the Terms and Conditions. Licensor will be solely responsible for its costs and expenses of such audit; provided, however, Licensee will pay the reasonable costs and expenses of such audit and any applicable charges if the audit reveals that Licensee has not complied with this Agreement.

Proprietary Rights

Licensor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Data Axle Products, and all intellectual property rights therein, and to any modifications, updates,

improvements, upgrades, derivative works, and Feedback (defined below) related thereto. If Licensee provides suggestions, comments, ideas or recommendations, requests for enhancements, additional features or functionality, or other feedback to Licensor, (collectively "Feedback") Licensor shall own all right, title, and interest in and to the Feedback and all intellectual property rights therein. Licensee hereby assigns all right, title and interest in and to the Feedback, and all intellectual property rights therein, to Licensor. Except for the assignment in the preceding sentence and the limited license rights expressly granted in the Terms and Conditions, no provision herein shall be deemed to grant to one party license rights, ownership rights or any other intellectual property rights in any materials owned by the other party or any affiliate of the other party.

Miscellaneous

1. **Assignment.** Licensee's rights and/or obligations under the Terms and Conditions may not be assigned, transferred, delegated, or sold. Any attempted assignment in violation of this paragraph will be deemed null and void. Licensor may assign its rights and obligations under the Terms and Conditions in its entirety in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets related to the Terms and Conditions. the Terms and Conditions will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees.
2. **Modification.** Licensor may modify the Terms and Conditions in its sole discretion and such updates and modifications will be effective immediately upon posting to the "Terms and Conditions" section of the website. Licensee's continued use of the Data Axle Products under the Terms and Conditions shall be deemed acceptance of such updates and modifications. In the event that Licensee does not accept such updates and modifications to the Terms and Conditions, Licensee must immediately cease all use of the Data Axle Products, notify Data Axle in writing of its rejection, and comply with the "Effect of Termination" section of the Terms and Conditions. No other modifications of the Terms and Conditions shall be binding unless in writing and signed by the Licensor and the Licensee.
3. **Privacy.** Licensee's access to and use of Data Axle Data is subject to the practices set forth in the Licensor's Privacy Policy available at www.data-axle.com.
4. **REMEDIES; WAIVERS.** All remedies hereunder are cumulative and the exercise by any party of any rights hereunder will not preclude such party from pursuing any additional remedies available to it under the Terms and Conditions or any other legal or equitable rights afforded such party. The failure of either party to require the performance of any term or condition of the Terms and Conditions will not prevent any subsequent enforcement of this term or condition, nor will it be deemed a waiver of any subsequent breach.
5. **GOVERNING LAW; CONSENT TO JURISDICTION; NO RIGHT TO JURY TRIAL.** The Terms and Conditions will be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to the conflicts of law principles of that State or any other state. The parties each hereby irrevocably submit to the exclusive jurisdiction of any United States federal or Nebraska state court located in Omaha, Nebraska with respect to any matter arising out of or relating to the Terms and Conditions, and the parties each hereby irrevocably agree that all claims in respect thereto will be heard and determined in any such court and irrevocably waive any objection they may now or hereafter have as to the venue for any proceeding relating to the Terms and Conditions or that such court is an inconvenient forum. Each party to the Terms and Conditions, and all of their affiliates, assignees or successors hereby waive the right to a trial by jury on any claim relating to or arising out of the Terms and Conditions.

6. **RELATIONSHIP OF PARTIES.** The Terms and Conditions does not create a joint venture or partnership between Licensor and the Licensee, and each will act independently of the other. Neither party is empowered to bind or commit the other to any contract or other obligation. The parties also agree that there are no third-party beneficiaries to the Agreement, except as expressly set forth in the indemnity obligations herein and the limitation of liability section herein.
7. **TAXES.** The royalties and/or fees pursuant to the Licensed Data Payment Schedule are exclusive of any taxes. Licensee will be responsible to pay all taxes of any type, nature or description (including, but not limited to, sale, use, gross receipts, excise, import, export, income and employment taxes); provided, however, Licensee will not be responsible for any income taxes imposed upon Licensor by any taxing jurisdiction, arising by virtue of the performance of this Agreement.
8. **SEVERABILITY.** A decision by any court of competent jurisdiction invalidating or holding unenforceable any part of this Agreement will not affect the validity and enforceability of any other part of this Agreement.
9. **SURVIVING PROVISIONS.** The following provisions will survive the termination or expiration of the Terms and Conditions for any reason and will remain in effect after any such termination or expiration: Data Use Restrictions, Security/Representations/Data Warranties/Liabilities Sections 8-12 (inclusive), Fees and Payment, Termination, Effect of Termination, Data Axle Data Audit, Proprietary Rights and Miscellaneous.
10. **ENTIRE AGREEMENT.** This Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all other prior and contemporaneous communications. No printed or on-line terms and conditions incorporated into Licensee's purchase orders or invoices, other than as specified or permitted by this Agreement will be enforceable against Licensor and will be deemed null and void.