

## DATA LICENSE AGREEMENT FOR AWS MARKETPLACE

### 1. Scope.

**1.1 Terms and Conditions.** This Data License Agreement for AWS Marketplace (the “**DLA**”) sets forth the terms and conditions applicable to the licensing of Data, whether deployed via S3 Download or, to the extent available, API or such other available deployment functionality available in the AWS Marketplace for Data, by the Party offering the Data as DLA Offer (“**Seller**”) to the Party subscribing to the Data (“**Buyer**”) through the AWS Marketplace. Seller’s offer of the Data as a DLA 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 DLA and their entry into this Agreement (defined below) with respect to the Subscription. Unless defined elsewhere in this DLA, terms in initial capital letters have the meanings set forth in Section 12. 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 license and purchase, respectively, a Subscription to the Data as set forth in the DLA Offer in accordance with this Agreement. A Subscription, as described in the applicable DLA 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 any Prepaid Pricing or, to the extent available, Consumption Pricing or other basis through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the applicable DLA Offer. **1.3 Taxes.** Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes (“**Taxes**”). Buyer shall pay all the cost of taxes, duties and/or other charges of any kind imposed by any federal, state, or local governmental entity incurred under this Agreement. However, Buyer shall not be responsible for taxes imposed upon Seller by any federal, state or local authority against the gross income of Seller. Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Upon request, Buyer will provide such information to Seller as reasonably required to determine whether Seller is obligated to collect Taxes from Buyer. Seller will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Seller), any such Tax or duty for which Buyer furnishes Seller a properly completed exemption certificate or a direct payment permit certificate or for which Seller claims an available exemption from Tax.

**1.4 Agreement.** Each Subscription is subject to and governed by this DLA, the applicable DLA 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 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 DLA, and (3) the DLA Offer.

### 2. Licenses.

#### 2.1 Data.

**2.1.1** Seller hereby grants to Buyer, its Affiliates and their Users, subject to their compliance with the requirements and restrictions set forth in this Agreement, a nonexclusive, nontransferable, non-sublicenseable license in and to the Data, to receive, retain, use, and modify the Data in accordance with the applicable DLA Offer. Buyer may use the Data solely for Buyer's and its Affiliates' internal business operations, including research, insights, market trends, matching, linking to other data assets for purposes of analytics, and analyzing market trends. Seller disclaims all implied licenses to the Data, including without limitation, implied licenses to trademarks, copyrights, trade secrets and patents.**2.1.2** 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.

**2.1.3.** The licenses granted to Buyer hereunder are conditional on Buyer's compliance with this Agreement, and will immediately terminate if Buyer does not comply with any term or condition of same. Buyer shall not copy, modify, decompile, reverse engineer, disassemble or otherwise determine or attempt to determine the source code or the underlying ideas, algorithms, structures or organizations of the Data and agrees not to assist or authorize any other party to do any of the foregoing. During and after the Term, Buyer will not assert, nor will Buyer authorize, assist, or encourage any third party to assert, against Seller or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Data provided to Buyer under this Agreement.

**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. Buyer will defend, indemnify and hold Seller harmless against any claims resulting from such Affiliates, Contractors and Users use of the Data.

## **2.3 Restrictions.**

**2.3.1** Except as specifically provided in this Agreement, Buyer and any other User of Data, or any material subset thereof, will 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, sub-license, lease, assign or attempt to grant other rights to the Data or any material subset thereof to third parties;

(c) directly or indirectly, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or individual level credit information from the Data;

(d) use the Data or any material subset thereof to act as a consultant, service bureau or application service provider;

(e) attempt to link back the Data to any personally identifiable information;

(f) use the Data to determine credit, insurance or charity care eligibility of any individual consumer, nor to take any adverse action that is based in whole or in part on the Data; nor market or represent the Data, nor anything derived in whole or in part therefrom, as individual level credit data (or as a proxy therefor);

(g) use Data to advertise, sell or exchange any products or services that involve: medical services, sexual paraphernalia, drugs or drug paraphernalia, adult films, recordings or magazines, weapons, credit repair services, any illegal or illicit activities, or to engage in unfair or deceptive practices;

(h) use Data to support any consumer target marketing efforts in the insurance or credit underwriting or property/casualty insurance industries unless as otherwise provided for as part of a custom segment, as expressly communicated to Buyer by Seller;

(i) use Data to underwrite credit or insurance of any kind; or merge the Data in any manner with any other data elements, products or services that are subject to the federal Fair Credit Reporting Act;

(j) use the Data for modeling or analytics (except as such activities constitute a Permitted Use for Buyer only); or to develop, or to calculate, any Insurance industry-specific generic models; or a model that targets a single individual;

(k) use Data in connection with or to advertise, sell or exchange any products or services that involve: medical services, sexual paraphernalia, drugs or drug paraphernalia, adult films, recordings or magazines, weapons, credit repair services, or any illegal or illicit activities;

(l) use Data for anything related to medical insurance, medical devices or pharmaceuticals; or to predict (or develop any model that would be used to predict) the efficacy of any treatment for a condition, or the propensity for a consumer to fulfill or use a prescription drug or medical device;

(m) use Data to engage in or to offer any service or product that is predatory, unfair, deceptive or abusive;

(n) use the Data in conjunction with developing a news story, reporting market research, or to assist in the determination of whether or not to file a personal lawsuit or judgment against any consumer; or publish insights or reports regarding the Data without the express written consent of Seller;

(o) use Data for purposes that are not within Buyer's normal course of business; and/or

(p) disclose Data to any parties other than as authorized herein.

**2.3.2.** Buyer will not remove, delete or alter any trademarks, copyright notices or other Proprietary Rights notices of Seller or its licensors, if any.

**2.3.3. Credentialing.** Prior to any Data being distributed to Buyer, Buyer agrees to comply with Seller's credentialing and due diligence requirements.

**3. Refund Policy.** Refunds on Data delivered to Buyers are not available. Buyers may terminate the Subscription or this Agreement pursuant to Section 9 below.

#### **4. Proprietary Rights.**

**4.1 Data.** Subject to the licenses granted herein, 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.

**4.2 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, including as an endorsement. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "**as is**" and without warranty of any kind.

#### **5. Warranties; Disclaimer.**

**5.1** Buyer warrants that (i) it has full power and authority to enter into this Agreement, and (ii) it will utilize Data in compliance with all applicable laws, regulations and judicial orders, as such may be revised from time to time and (iii) it will use the Data for the Permitted Use only.

**5.2** Seller warrants that (i) it has full power and authority to enter into this Agreement, and (ii) it will provide the Data in compliance with all applicable laws, regulations and judicial orders, as such may be revised from time to time.

**5.3** Buyer acknowledges that Seller secures Data from third party sources and neither Seller nor any of its information providers, vendors, licensors, agents or affiliates warrant that the information will be accurate, uninterrupted or error free. Neither Seller, its directors, officers, employees, agents, subsidiaries or Affiliates, nor any of Seller's contractors, data providers, licensors or suppliers will be liable to Buyer for any damages, losses, costs or expenses incurred by Buyer resulting from any failure of any Data to predict an outcome with respect to any specific person or entity.

**5.4 Remedies.** If any Data fails to conform to the foregoing warranties, Seller promptly will, at its option and expense, correct the Data as necessary to conform to the warranties. If Seller does not correct the Data to conform to the warranties within a reasonable time, not to exceed 30 days, as Buyer's sole remedy and Seller's exclusive liability.,

**5.5 Warranty Exclusions.** Seller will have no liability or obligation with respect to any warranty to the extent 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; to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

**5.6 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.

**5.7 Disclaimer.** THE DATA IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, SELLER AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT: (A) THAT THE DATA WILL MEET BUYER'S REQUIREMENTS; OR (B) THAT THE DATA WILL BE UNINTERRUPTED, ACCURATE, ERROR-FREE, COMPLETE OR UP-TO-DATE. **MOREOVER, IN NO EVENT SHALL SELLER BE HELD LIABLE IN ANY MANNER WHATSOEVER AS A RESULT OF SELLER'S OBTAINING OR FURNISHING OF THE DATA.**

## **6. Confidentiality.**

**6.1 Confidential Information.** "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party 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, including without limitation technical data, trade secrets, knowhow, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain 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); or (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. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Data is Confidential Information of Seller.

**6.2 Obligations.** The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the

unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Data, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

**6.3 Compelled Disclosure.** If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

## **7. Limitations of Liability.**

**7.1 Disclaimer.** SUBJECT TO SECTIONS 7.3 AND 7.4, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER ENTERPRISE CONTRACT FOR AWS MARKETPLACE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

**7.2 Liability Cap.** SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT AND ANY OTHER DLA FOR AWS MARKETPLACE, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, SHALL NOT EXCEED THREE TIMES THE BUYER SPEND IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES. "**BUYER SPEND**" MEANS THE AGGREGATE OF ALL FEES AND OTHER AMOUNTS PAID AND PAYABLE BY BUYER TO SELLER UNDER THIS AGREEMENT AND ANY OTHER DLA FOR AWS MARKETPLACE.

**7.3 Exceptions.** THE EXCLUSIONS OF OR LIMITATIONS ON LIABILITY SET FORTH IN SECTION 7.1 AND 7.2 WILL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM BUYER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF APPLICABLE LAW. THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 7.2 WILL NOT APPLY TO: (a) BUYER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (b) BUYER'S BREACH OF CONFIDENTIALITY.

## **8. Indemnification.**

**8.1 Seller Indemnity.** Seller will, at its expense, indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all third party claims, actions, proceedings and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements,

penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of any actual or alleged infringement, misappropriation or violation of any Proprietary Rights or other rights of a third party by the Data or Buyer's exercise of its rights under this Agreement.

**8.2 Buyer Indemnity.** Buyer will, at its expense, indemnify, defend and hold harmless Seller and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Seller Indemnified Parties**") from and against any and all third party Claims to the extent arising out of any actual or alleged infringement, misappropriation or violation of any Proprietary Rights or other rights of a third party by the Buyer's use of the Data in breach of this Agreement, or any material breach of this Agreement, violation of applicable law, or Buyer's gross negligence, willful or intentional misconduct or fraud.

**8.3 Process.** The Party(ies) seeking indemnification pursuant to this Section 8 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party, without the Indemnified Parties' prior written consent, (a) will not enter into any settlement that (i) includes any admission of guilt or wrongdoing by any Indemnified Party, (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 8, (iii) imposes any non-monetary obligations on any Indemnified Party (except where the settlement requires the Indemnified Party to cease using the alleged infringing work), and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

**8.4 Infringement Remedy.** In addition to Seller's obligations under Section 8.1, if the Data or other Data is held, or in Seller's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights or other rights of a third party, or, if based on any claimed infringement, misappropriation or violation of any Proprietary Rights or other rights of a third party, an injunction is obtained, or in Seller's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Data under this Agreement, then Seller will at its expense either: (a) procure for Buyer the right to continue using the affected Data in accordance with the license granted under this Agreement; or (b) modify or replace the affected Data so that the modified or replacement Data are reasonably comparable and do not infringe, misappropriate or violate any Proprietary Rights or other rights of a third party.

#### **8.5 Limitations.**

**8.5.1** Seller will have no liability or obligation under this Section with respect to any infringement Claim to the extent attributable to any modifications to the Data by Buyer or its Personnel or use of the Data by Buyer in breach of this Agreement, where such infringement Claim would not have arisen absent such modification or use.

**8.5.2** This Section 8 states the entire liability of Seller and Buyer with respect to infringement of Proprietary Rights of third parties by any Data or any part thereof or by its operation.

**8.6 Not Limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

## **9. Term and Termination.**

**9.1 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.

**9.2 Termination for Convenience.** Seller may terminate the Subscription or this Agreement without cause at any time upon notice to Buyer.

**9.3 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. Termination by Seller pursuant to this Section does not prejudice Buyer's right, and Seller's obligation, to extract. In addition, Seller may immediately terminate this Agreement if Buyer is ninety (90) days or more past due on any invoice for the Data. The foregoing notwithstanding, without limiting any other remedies to which Seller may be entitled, Seller reserves the right to immediately suspend its performance under this Agreement and/or terminate this Agreement if Seller, in good faith, determines that (1) the requirements of any law have not been met; (2) as a result of changes in laws, regulations or regulatory or judicial action, Seller, in good faith believes that the requirements of any law or regulation will not be met; or (3) the use of the Data is the subject of litigation or threatened litigation by any governmental entity and/or is the subject of an adverse and documented consumer reaction related to consumer privacy issues. Seller shall promptly provide written notification to Buyer of such action.

### **9.4 Effect of Termination.**

**9.4.1** Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Data licensed 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 and all Derived 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. Any portion of Data whose destruction is prohibited by law shall remain subject to Buyer's compliance with the confidentiality provisions of this Agreement.

**9.4.2** Sections 4 (Proprietary Rights), 6 (Confidentiality), 7 (Limitations of Liability), 8 (Indemnification), 9.4 (Effect of Termination), 10 (Insurance), 11 (General) and 12 (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, including a party's payment obligations.

## **10. Insurance.**

**10.1. Insurance.** During the term of the Agreement, Buyer shall provide, pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering such Party's activities:

**10.1.1.** Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. Buyer shall name Seller as an Additional Insured.

**10.1.2.** Workers' Compensation Insurance in compliance with statutory limits and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000).

**10.1.3.** Professional Liability Insurance (Primary and Excess) covering errors and omissions with limits of not less than Three Million Dollars (\$3,000,000) each claim and in the aggregate. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under this Agreement. This insurance shall be maintained during the term of this Agreement and for at least one (1) year thereafter.

**10.1.4.** Network Security and Privacy Liability Insurance (Primary and Excess) with limits of not less than Ten Million Dollars (\$10,000,000) each claim and in the aggregate. Any retroactive date shall be on or prior to the effective date of this Agreement. In the event this coverage is maintained as part of a Professional Liability insurance policy, then the Party shall maintain Professional Liability insurance with a limit of not less than Ten Million Dollars (\$10,000,000) each claim and in the aggregate.

**10.2.** All insurance shall be written through companies having an A.M. Best's rating of at least A, VII or otherwise be acceptable to the other Party. Certificates of Insurance evidencing such coverages shall be furnished upon the execution of this Agreement and on or before the renewal date thereafter. Each Party shall endeavor to provide the other Party thirty (30)-days' written notice in the event any of the policies required hereunder are cancelled. Should a Party at any time fail to maintain the required insurance, such shall be considered a breach of this Agreement entitling the other Party to terminate for cause. Each Party may carry, at its own expense, such additional insurance as it may deem necessary. Neither Party will be deemed to be relieved of any responsibility by the fact that it carries insurance. Certificates of Insurance evidencing such coverages shall be furnished to the other Party prior to commencement of this Agreement and at each subsequent policy renewal date. The required coverages referred to and set forth in this Section 10 shall in no way affect, nor are they intended as a limitation of, either Party's liability with respect to the performance of its obligations under this Agreement.

## **11. General.**

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

**11.2 Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Seller may assign this Agreement, in whole or part, and delegate its obligations to its Affiliate(s) or to any entity acquiring all or substantially all of its assets related to the DLA Offer or the assigning Party's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section 11.2 will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

**11.3 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.

**11.4 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**").

**11.5 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.

**11.6 RESERVED.**

**11.7 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.

**11.8 No Third-Party Beneficiaries.** Except as specified in Section 8 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.

**11.9 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 DLA; (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.

**11.10 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.

**11.11 Publicity.** Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

**11.12 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.

**11.13 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.

**11.14 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.

## **12. Definitions.**

**12.1 "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.

**12.2 “AWS Marketplace”** means the software and data marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

**12.3 “AWS Services”** means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

**12.4 “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.

**12.5 “Contractor”** means any third party contractor of Buyer or other third party performing services for Buyer, including business process outsourcing service providers.

**12.6 “Data”** means the data identified in the applicable DLA 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.

**12.7 “Derived Data”** means any data, work product or other items, information or materials derived from or created using the Data, including data analytics, reports, research, analysis, tools, notes, presentations, discussions and/or models, calculations, algorithms or statistical methods, but excluding any raw Data as provided by Seller under this Agreement.

**12.8 “DLA Offer”** means an offer by Seller, as set forth in the detail page on the AWS Marketplace, to license Data subject to this DLA.

**12.9 “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 DLA Offer), together with all enhancements, modifications, derivative works, and amendments to those documents, that Seller publishes or provides under this Agreement.

**12.10 “Prepaid Pricing”** means a pricing model for Data Subscriptions where Buyer purchases a quantity of usage upfront.

**12.11 “Prepaid Subscription”** means the specified quantity of use of the Data with Prepaid Pricing that Buyer purchases upfront as specified in the applicable DLA Offer.

**12.12 “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).

**12.13 “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.

**12.14 “S3 Download”** means a way that the Data offered by Seller under a DLA 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.

**12.15 “Subcontractor”** means any third party subcontractor or other third party to whom Seller delegates any of its duties and obligations under this Agreement.

**12.16 “Subscription”** means a subscription ordered by Buyer in the AWS Marketplace for the licensing and provision of Data listed in a Seller DLA Offer.

**12.17 “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.