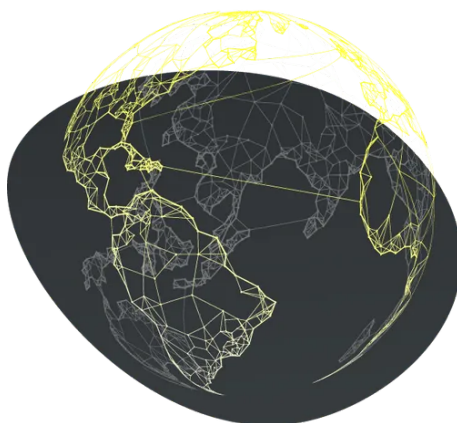


# Terms | RapidRatings

 [www.rapidratings.com/terms](http://www.rapidratings.com/terms)



## Master Subscription Agreement



 **TermScout Certified Contract**  
Master Subscription Agreement  
This contract has been certified reviewed and certified **Balanced**  
by TermScout, an independent contract rating company.

[View this contract online](#)

This Master Subscription Agreement ("**Agreement**") governs Customer's use of and access to the RapidRatings Subscription Services. By executing an Order Form referencing this Agreement or clicking a box to indicate acceptance of this Agreement, Customer agrees to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to this Agreement. Any references to "**Customer**" or "you" refer to such entity. If you do not agree to these terms and conditions, or do not have the authority to accept this Agreement, you must not accept this Agreement or use the Subscription Services. This Agreement is between Rapid Ratings International, Inc., a Delaware corporation, having an address at 86 Chambers Street, Suite 701, New York, New York 10007, USA ("**RapidRatings**") and Customer. RapidRatings and Customer, each a "Party" and collectively the "Parties". The Agreement is made and entered into as of the date you accept the Agreement.

## **SECTION 1. DEFINITIONS.**

1.1 "**API Services**" means the set of application programming interfaces and related delivery functionality that enables Customer to receive Subscription Services.

1.2 "**Confidential Information**" means all non-public information regarding a Party's business or affairs, including, business concepts, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, prices, customer lists, methods of operation, or other information, whether in oral, written, or electronic form, designated as confidential or that is disclosed under circumstances such that a reasonable person would know it is confidential.

1.3 "**Customer Data**" means any data or information submitted or made available by the Customer or Users through the Subscription Services.

1.4 "**Documentation**" means RapidRatings' then-current on-line help, user manuals, standard policies, training materials, and other materials describing the use and function of the Subscription Services. Documentation does not include the Subscription Reports.

1.5 "**Order Form**" means an ordering document specifying Subscription Services purchased by Customer that is entered into between Customer and RapidRatings under this Agreement. The Order Form may contain an SOW.

1.6 "**Professional Services**" means training, consulting, onboarding, implementation, or other services that RapidRatings provides to Customer pursuant to a mutually executed SOW.

1.7 "**SOW**" means a statement of work specifying the Professional Services purchased by Customer that is entered into between Customer and RapidRatings under this Agreement.

1.8 "**Subscription Fees**" means the fees stated on the applicable Order Form.

1.9 "**Subscription Reports**" means any data and/or reports authored by RapidRatings and made accessible through the Subscription Services, such as any reporting that includes FHR® or Healthmark®. Subscription Reports do not include the Documentation.

1.10 "**Subscription Services**" means the RapidRatings services purchased by Customer and made available by RapidRatings under an Order Form, including all Subscription Reports.

1.11 "**Subscription Term**" means the period during which the Customer may access the applicable Subscription Services as set forth in an applicable Order Form.

1.12 "**Technology**" means the Subscription Services, and the software, databases, hardware, and other technology used by or on behalf of RapidRatings to operate the Subscription Services, and the structure, organization, and underlying data, information, and software code thereof.

1.13 "**User**" means a human employee, contractor, or agent of Customer authorized by Customer to use the Subscription Service on behalf of Customer and provided with a login credential for the Subscription Services.

## **SECTION 2. SUBSCRIPTION SERVICES.**

**2.1 Access.** Subject to Customer's compliance with the terms and conditions of this Agreement and each applicable Order Form, RapidRatings will permit Customer to access and use the Subscription Services solely for Customer's internal business purposes.

**2.2 Restrictions.** The Subscription Services and Technology constitute the valuable trade secrets of RapidRatings. Customer shall not and shall not permit any third party to: (a) use or access any services or other offerings of RapidRatings other than the Subscription Services; (b) use or access the Subscription Services or any Technology in any manner not expressly permitted by this Agreement or in violation of applicable law; (c) directly or indirectly make the Subscription Services available to any third party other than Users as permitted by this Agreement; (d) copy, reproduce, distribute, publish, or otherwise make available copies or extracts in any medium of the Subscription Services, except that Users may download, use, and copy Subscription Reports solely for Customer's internal (confidential) use; (e) modify or make derivative works of the Subscription Services or Technology; (f) disassemble, reverse compile, reverse engineer, or otherwise attempt to derive the method of operation of the Subscription Services or Technology (except to the extent allowed by applicable law); (g) circumvent or attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Subscription Services or Technology; (h) monitor the availability, performance, or functionality of the Subscription Services or Technology; (i) access or use the Subscription Services in order to build a similar or competitive product or service; (j) copy any features, functions, or graphics of the Subscription Services other than as expressly authorized under this Agreement; (k) interfere with or disrupt the operation, integrity, or performance of the Subscription Services or Technology or use the Subscription Services

or Technology in a other manner that could damage, disable, overburden or impair the Subscription Services or Technology; (l) use any e-mail addresses and other contact information provided on Subscription Services for marketing or advertising purposes; or (m) use the Subscription Services to send, store, access, post, transmit, link to, or otherwise distribute any spam, unlawful, infringing, obscene or libelous materials, or malicious code. Customer agrees not to utilize any data obtained through the Subscription Services for the purpose of training or enhancing large language models, machine learning models, or any other forms of machine harvesting techniques, including but not limited to artificial intelligence and natural language processing algorithms.

**2.3 Users.** Access to the Subscription Services is permitted for the number of Users purchased by Customer under an applicable Order Form. Customer shall have the right to increase the number of Users by making a request to RapidRatings and paying the additional Subscription Fees set forth on the applicable Order Form. Customer will be responsible for each User's compliance with this Agreement. It is Customer's responsibility to monitor credentials, password usage, and otherwise prevent unauthorized access to or use of the Subscription Services and to promptly notify RapidRatings if unauthorized access or use is detected or suspected. Additionally, RapidRatings may remotely monitor Customer's use of the Subscription Services to confirm the access to the Subscription Service does not exceed the access permitted by an applicable Order Form and to otherwise ensure compliance with this Agreement, provided that RapidRatings will not access Customer's network, systems, or devices in connection with such monitoring. If RapidRatings determines that Customer's usage exceeds the limitations of an applicable Order Form, RapidRatings may invoice Customer for such overuse.

**2.4 Modifications.** RapidRatings reserves the right, from time to time and in its sole discretion, to make modifications or changes to the Subscription Services. If any modifications or changes to the Subscription Services materially reduce the functionality of the Subscription Services, Customer should promptly inform RapidRatings within thirty (30) days of such modification or change. RapidRatings will use commercially reasonable efforts to mitigate such material modifications or changes at RapidRatings' cost, unless such modifications or changes were required by applicable law, rule, or regulation. If RapidRatings is unable to mitigate such material change, then Customer may terminate this Agreement (and any then-current Order Forms hereunder) by providing notice to RapidRatings. Following any such termination, RapidRatings will provide Customer with a pro-rata refund of any amounts prepaid by Customer for the terminated Subscription Services hereunder. The foregoing will be RapidRatings' sole and exclusive liability to Customer, and Customer's sole and exclusive remedy against Rapid Ratings, for any modification or change to the Subscription Services. RapidRatings shall review all requests for improvements and new functionality, but RapidRatings shall have no obligation to provide any modifications to the Subscription Service.

**2.5 Support and Availability.** During the Subscription Term, RapidRatings shall provide support for the Subscription Services to Customer by telephone, e-mail, or online chat as set forth in the applicable Order Form or Documentation. RapidRatings shall use commercially reasonable efforts to inform Customer of any material modifications to the support services by posting a notice on the Subscription Services. The hosted software components of the Subscription Services will be available twenty-four (24) hours a day and seven (7) days a week, except for planned and communicated outages to Customer. Except for these outages, the hosted software components of the Subscription Services will operate with at least 99.5% availability, measured as an average over a quarterly period. An availability incident occurs when multiple parties are prevented from accessing the Subscription Service.

**2.6 Affiliates.** Customer may procure Subscription Services under this Agreement for its Affiliates by executing an Order Form on behalf of any Customer Affiliate. Additionally, a Customer Affiliate may execute an Order Form to procure Subscription Services directly under this Agreement. In either case, Customer shall remain liable and responsible for the acts and omissions of any Customer Affiliate under any such Order Form pursuant to which any such Affiliate obtains any right to access or use any Subscription Services. Any Customer Affiliate signing an Order Form under this Agreement will be treated as the “Customer” hereunder for purposes of the Subscription Services under such Order Form. Notwithstanding the foregoing, Customer and such Customer Affiliate shall remain jointly and severally liable and responsible for the performance or non-performance of such Affiliate thereunder. “Affiliate(s)” means an entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Customer. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**2.7 API Services.** Customer's use of the API Services is also subject to the provisions of Exhibit A, which is hereby incorporated into this Agreement.

**2.8 Professional Services.** Customer shall make a request to RapidRatings for any Professional Services. Following any such request, RapidRatings will provide Customer with an SOW detailing such Professional Services. RapidRatings will perform the Professional Services described in each SOW according to the timeframes set forth in such SOW. RapidRatings shall not be obligated to perform any Professional Services except under a mutually agreed SOW. Any Professional Services will be governed by the terms of the applicable SOW, the Order Form incorporating the SOW (if applicable), and this Agreement. RapidRatings will control the manner and means by which the Professional Services are performed and reserves the right to determine which personnel are assigned to perform the Professional Services.

**2.9 Third Party Products and Services.** Customer shall be solely responsible for any acquisition, implementation, support, or maintenance of third-party products or services purchased by Customer that may interoperate with the Subscription Services. The Subscription Services offer access to data, information, and other content, including data, information, and other content made available by other users of the Subscription Services

and third parties (for purposes of this Section, “Third-Party Service Content”). All Third-Party Service Content is for informational purposes only. RapidRatings is not responsible for any errors or omissions in any Third-Party Service Content. Customer is solely responsible for verifying the accuracy and completeness of all Third-Party Service Content, as well as the applicability and suitability of any Third-Party Service Content to Customer’s intended use. Subject to compliance with this Agreement, Customer may access the Third-Party Service Content made available through the Subscription Services solely for Customer’s own business internal business purposes in connection with Customer’s use of the Subscription Services. Customer will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Third-Party Service Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Third-Party Service Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Third-Party Service Content.

### **SECTION 3. CUSTOMER DATA AND PRIVACY**

As between Customer and RapidRatings, Customer retains ownership of Customer Data. By providing or making available any Customer Data, Customer grants RapidRatings a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, sublicensable license to store, host, reproduce, access, use, distribute, transmit, modify create derivative works of and display the Customer Data (a) for use with the Subscription Services, including Subscription Reports, and (b) without attribution for the purposes of operating, providing, supporting, improving, or developing the Subscription Services.

Subject to the confidentiality obligations of this Agreement, Customer agrees that RapidRatings may use Customer Data to compile, use, and disclose anonymous, aggregated statistics or engage in product development, provided that no such information will directly identify and cannot be used to identify Customer or any Users. In addition to the foregoing, if Customer provides Customer Data that is information that comprises personal data or personal information as defined under the RapidRatings Privacy Policy for the Subscription Services (hereinafter “**Customer Personal Data**”), any use by RapidRatings of such Customer Personal Data will be pursuant to the RapidRatings Privacy Policy. Customer represents and warrants that Customer has and will maintain all right, title, interest, and consents in and to all Customer Data necessary to allow RapidRatings to use the Customer Data for the purposes stated in this Section and that all Customer Data: (1) will not violate this Agreement or any applicable laws; (2) is not libelous, defamatory, threatening, or an invasion of privacy; (3) does not constitute an infringement or misappropriation of the intellectual property or other rights of any third party; (4) is not illegal in any way and does not advocate illegal activity; (5) is not an advertisement or solicitation of funds, goods, or services; (6) is not false, misleading, or inaccurate; or (7) is not (or could not be considered) junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or disruptive advertisement. Customer is solely responsible for all Customer Data. RapidRatings is not responsible or liable for any deletion, correction, destruction, damage, loss, failure to store, or failure to back-up any

Customer Data. Customer acknowledges and agrees that Customer Data may be transferred outside of the United States if Customer's Users access the Subscription Services or Customer Data while outside of the United States.

## **SECTION 4. PROPRIETARY RIGHTS.**

**4.1 Subscription Services and Technology.** RapidRatings and its applicable licensors and providers will own and retain all right, title, and interest, including all intellectual property rights, in and to all Technology, including the Subscription Services, Subscription Reports, Documentation, and to any RapidRatings Confidential Information. Subject to the limited rights expressly granted hereunder, RapidRatings and its licensors and providers hereby reserve all rights not expressly granted to Customer under this Agreement, and Customer will not acquire any such rights, whether by virtue of this Agreement or by operation of law, estoppel, or otherwise.

**4.2 Feedback.** Customer hereby irrevocably assigns to RapidRatings all right, title, and interest in and to any suggestions, enhancement requests, recommendations, or corrections (collectively "Feedback") related to the Subscription Services, and agrees to provide RapidRatings with any assistance required to document, perfect, and maintain the rights in the Feedback at RapidRatings' expense.

**4.3 Confidential Information.** Each Party shall use commercially reasonable efforts to prevent the unauthorized use, disclosure, or publication of the other Party's Confidential Information and treat the other Party's Confidential Information with the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but not less than reasonable care); provided, however, that each Party may disclose the Confidential Information of the other Party to third parties who: (a) have a need to know such Confidential Information for purposes of carrying out this Agreement, but only to the extent that such Confidential Information is needed to perform their obligations under this Agreement, and (b) have entered into a written confidentiality agreement at least as protective of the other Party's Confidential Information as the terms of this Agreement. Each Party will use the other Party's Confidential Information only as expressly permitted in this Agreement or as necessary to perform its obligations or enforce its rights in this Agreement. The following information will not be deemed Confidential Information: (i) information that is or becomes generally known to the public through no fault of either Party; (ii) information with regard to a Party that was rightfully known by the other Party prior to commencement of discussions regarding the subject matter of the Agreement; (iii) information that was independently developed by a Party without use of or reference to the Confidential Information of the other Party; or (iv) information rightfully disclosed to a Party by a third party without continuing restrictions on its use or disclosure. Each Party shall notify the other Party promptly if it becomes aware of any unauthorized use, disclosure, or publication of such other Party's Confidential Information. Each Party shall have the right to disclose the other Party's Confidential Information as required by law or legal process provided, however, that the disclosing Party shall use reasonable efforts to give the other Party a reasonable opportunity to intervene to prevent such disclosure or to obtain a protective order, and that disclosing Party shall disclose only that portion of the

Confidential Information that it is legally required, and any Confidential Information so disclosed otherwise remains subject to the confidentiality obligations set forth in this Section. If receiving Party discloses (or threatens to disclose) any Confidential Information of the disclosing Party in breach of this Section, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief without bond to enjoin such acts, it being acknowledged by the Parties that any other available remedies may be inadequate. The terms, but not the existence, of this Agreement, and the Subscription Services and Technology, including the Subscription Reports and any Feedback, are considered Confidential Information of RapidRatings unless otherwise stated in writing.

**4.4 Information Security.** RapidRatings shall implement and maintain at all times a written information security program including appropriate policies, procedures, and risk assessments sufficient to ensure the confidentiality, integrity, and availability of Customer Personal Data. Upon Customer's request, RapidRatings shall provide Customer with a written description of the technical and organizational measures employed by RapidRatings for processing Customer Personal Data and respond to Customer's audit request questionnaires regarding such measures. The RapidRatings' systems used to process Customer Personal Data will be in compliance with applicable privacy and data security laws and industry-accepted information security standards, including SOC2 Type II and ISO27001. These standards are periodically audited by an independent third-party auditor, and RapidRatings will provide such reports upon request. In addition, if RapidRatings becomes aware of unauthorized access, use, disclosure, or destruction of Customer Personal Data (a "**Security Incident**"), RapidRatings will use commercially reasonable measures to promptly inform Customer in writing. RapidRatings will cooperate with Customer in all commercially reasonable and lawful efforts to mitigate or rectify such Security Incident. As appropriate, RapidRatings will (a) investigate such Security Incident and perform a root cause analysis, (b) take actions to remediate the effects of such Security Incident, and (c) provide Customer with reasonable assurances that such a Security Incident is not likely to reoccur.

## **SECTION 5. SUBSCRIPTION FEES, BILLING, AND PAYMENT**

**5.1 Subscription Fees.** Customer shall pay RapidRatings the Subscription Fees set forth in each Order Form when due. All Subscription Fees under this Agreement are nonrefundable once paid, except as expressly set forth herein. Customer agrees that its purchases and obligations to pay RapidRatings are not contingent on the delivery of any features or functionality in the future, or made in reliance on any oral or written representations made by RapidRatings regarding features or functionality that it may add in the future.

**5.2 Payment Terms and Late Payment.** Unless stated otherwise in an Order Form, Customer shall pay all Subscription Fees annually in advance within 30 days of receipt of each invoice for such Subscription Fees. All business under this Agreement shall be conducted in United States Dollars. Customer's timely payment of all sums due



RapidRatings is a condition precedent to Customer's rights under this Agreement. Customer is solely responsible for all expenses Customer may incur under this Agreement.

**5.3 Taxes.** Customer shall pay or, upon receipt of an invoice from RapidRatings, reimburse RapidRatings for any taxes that (a) arise from Customer's use of the Subscription Services, (b) are required to be collected by RapidRatings, or (c) are imposed on the transactions contemplated by this Agreement; provided, however, that Customer shall not be responsible for any income taxes or property taxes imposed on RapidRatings.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES.**

**6.1 Mutual Warranties.** Each Party represents and warrants that: (a) it has the power and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such Party; (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement; (d) its execution of this Agreement does not violate any other agreement by which it is bound; (e) it is and will remain a legal entity in good standing in the jurisdiction of its formation; and (f) it will comply with all laws, rules, and regulations in its exercise of its rights and performance of its obligations under this Agreement and will not take any action that would cause the other Party to violate any applicable laws, rules, or regulations.

**6.2 RapidRatings Warranties.** RapidRatings hereby represents and warrants to Customer that the Subscription Services will perform substantially as described in the applicable Documentation (when accessed and used in accordance with this Agreement and the Documentation). Customer's sole and exclusive remedy for any breach of this Section is termination of this Agreement as specified in Section 9.2(a).

**6.3 Customer Warranties.** Customer hereby represents and warrants to RapidRatings that Customer has and will maintain all rights in the Customer Data, including any portion thereof licensed from or belonging to a third party, that is provided to RapidRatings for the use as contemplated by this Agreement and such use will not violate the rights of any third party.

**6.4 DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. RAPIDRATINGS PROVIDES THE SUBSCRIPTION SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. RAPIDRATINGS DOES NOT REPRESENT OR WARRANT THAT ANY COMPONENT

OF THE SUBSCRIPTION SERVICES DEPENDENT ON THE ACTIONS OR INACTIONS OF A THIRD PARTY SHALL OCCUR, NOR THAT ANY DATA OR INFORMATION OBTAINED FROM ANY THIRD PARTY WILL BE ACCURATE, COMPLETE, TRUTHFUL, OR FREE FROM DEFECTS OF ANY KIND. CUSTOMER ACKNOWLEDGES THAT DATA USED TO PROVIDE THE SUBSCRIPTION SERVICES CONTAINS THIRD-PARTY DATA, AND RAPIDRATINGS WILL NOT BE LIABLE IN CONNECTION WITH ANY THIRD-PARTY DATA. CUSTOMER ACKNOWLEDGES AND AGREES RAPIDRATINGS IS NOT ENGAGED IN PROVIDING LEGAL, ACCOUNTING, TAX, FINANCIAL SERVICES, OR ADVICE.

**6.5 DISCLAIMER OF FORWARD-LOOKING STATEMENTS.** THE SUBSCRIPTION SERVICES, INCLUDING THE SUBSCRIPTION REPORTS, MAY CONTAIN FORWARD-LOOKING STATEMENTS THAT REFLECT RAPIDRATINGS' CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENTS. ACTUAL DEVELOPMENTS OR RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, WHICH ARE OUTSIDE RAPIDRATINGS' CONTROL.

**6.6 DISCLAIMER OF INVESTMENT RELATED INFORMATION.** RAPIDRATINGS IS NOT AN INVESTMENT ADVISOR. CUSTOMER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED BY THE SUBSCRIPTION SERVICE, INCLUDING THE SUBSCRIPTION REPORTS, IS NOT INTENDED TO BE A SUBSTITUTE FOR A FINANCIAL ADVISOR'S OR INVESTOR'S INDEPENDENT ASSESSMENT OF WHETHER TO BUY, SELL, OR HOLD ANY FINANCIAL PRODUCTS. IF CUSTOMER CHOOSES TO USE THIS INFORMATION IN FORMING THE BASIS FOR AN INVESTMENT DECISION, CUSTOMER SHOULD USE THE INFORMATION IN CONJUNCTION WITH OTHER INFORMATION. RapidRatings does not provide any financial audit services, and therefore is not responsible for either the accuracy or completeness of any public filings or any private company financial statements provided by Customer or a third party.

## **SECTION 7. LIMITATIONS OF LIABILITY**

**7.1 LIMITATION OF LIABILITY.** EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER OR BREACH OF ANY CONFIDENTIALITY OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBSCRIPTION SERVICES (INCLUDING THE SUBSCRIPTION REPORTS) EXCEED THE SUM OF THE AMOUNTS PAID TO RAPIDRATINGS UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT (OR THE FIRST EVENT IN A SERIES OF RELATED EVENTS) GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**7.2 EXCLUSION OF DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT OR THE SUBSCRIPTION SERVICE (INCLUDING THE SUBSCRIPTION REPORTS), REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**7.3 Allocation of Risk.** The provisions of this Agreement fairly allocate the risks between RapidRatings, on the one hand, and Customer, on the other. Customer acknowledges and agrees that the pricing of the Subscription Services reflects this allocation of risk and the limitation of liability specified herein, and that RapidRatings would not enter into this Agreement without such allocation and limitation.

## **SECTION 8. INDEMNIFICATION.**

**8.1 Indemnification by RapidRatings.** RapidRatings will defend, indemnify, and hold harmless Customer and its employees, agents, directors, officers, owners, and representatives (the “**Customer Indemnified Parties**”) from and against all claims, actions, suits, proceedings, and demands (each a “**Claim**”) brought by a third party against one or more of the Customer Indemnified Parties to the extent resulting from an allegation that Customer’s use, in accordance with this Agreement, of the Subscription Service infringes such third party’s intellectual property rights arising under the laws of the United States. In the event that RapidRatings believes the Subscription Services, or any part thereof, may be the subject of such a Claim, RapidRatings may, in its discretion and at its sole expense: (i) procure for Customer the right to continue using the Subscription Services or any applicable part thereof under the terms of this Agreement; (ii) replace or modify the Subscription Services, or any applicable part thereof, with a non-infringing version (or part thereof); or (iii) terminate this Agreement with respect to the infringing portion of the Subscription Services, and refund any prepaid, unused Subscription Fees for such portion of the Subscription Services for the remainder of the then-current Subscription Term after the date of termination. THIS SECTION REPRESENTS RAPIDRATINGS’ ENTIRE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, FOR ANY THIRD-PARTY CLAIMS OF ANY KIND IN CONNECTION WITH THE SUBSCRIPTION SERVICES OR THIS AGREEMENT.

**8.2 Limitations.** RapidRatings shall not have any indemnification obligation for any Claim pursuant to this Agreement to the extent a Claim is based upon (a) modifications to the Subscription Services by anyone other than RapidRatings; (b) the modification of the Subscription Services or the use, combination, or operation of the Subscription Services with equipment, devices, software, systems, or data, other than expressly authorized by this Agreement; (c) use of the Subscription Services in violation of this Agreement; (d)

Customer's continued use of any version of the Subscription Services other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Customer; (e) where Customer continues to use the Subscription Services after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; and/or (f) third party or Customer software, systems, services, or data, including any Customer Data.

**8.3 Indemnification by Customer.** Customer will defend, indemnify and hold harmless RapidRatings and its employees, agents, directors, officers, owners, and representatives (the "**RapidRatings Indemnified Parties**") from and against all Claims brought by a third party against one or more of the RapidRatings Indemnified Parties to the extent resulting from or alleged to have resulted from (a) Customer Data, including any portion thereof licensed from or belonging to a third party, that is provided to RapidRatings for the use as contemplated by this Agreement including infringement, misappropriation, misuse, or breach of applicable law related to Customer Data, or (b) Customer's breach of its confidentiality obligations.

**8.4 Indemnity Procedures.** The Party requesting indemnification will notify the other Party promptly in writing of the Claim, provided that any failure to do so will not excuse the indemnification obligations of the other Party hereunder, except to the extent any delay in notification materially limits the other Party's ability to perform such indemnification obligations under this Section. The indemnified Party shall have the right to participate in the defense of any Claim. The indemnifying party may not settle any Claim without the indemnified party's written consent, which consent will not be unreasonably withheld or delayed, unless the settlement: (a) includes a release of all covered Claims pending against the indemnified Party; (b) contains no admission of liability or wrongdoing by the indemnified Party; and (c) imposes no obligations upon the indemnified Party other than an obligation to stop using any infringing items. If an indemnifying Party does not comply with its obligations in this Section 8 promptly following written notice of a claim, the indemnified Party shall have the right to retain separate counsel to represent its interests at the sole cost and expense of the indemnifying Party.

## **SECTION 9. TERM AND TERMINATION.**

**9.1 Term.** The term of this Agreement will commence as of the Effective Date and will continue for one year (the "**Initial Term**"), unless terminated sooner pursuant to this Section. Thereafter, the term of this Agreement will automatically renew for unlimited, successive one-year periods (each a "**Renewal Term**" and each Initial Term and Renewal Term, collectively a "**Term**"), unless either Party gives written notice to the other Party at least 60 days prior to the end of the then-current Term of its intent not to renew.

**9.2 Termination.** Either Party may terminate this Agreement (including all related Order Forms) (a) upon breach of this Agreement by the other Party, if such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the

breach in detail; (b) immediately upon written notice if the other Party seeks protection of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding, or if any such proceeding is instituted against such party (and not dismissed) within sixty (60) days; (c) if either Party undergoes a change of control in favor of a competitor of the other Party; (d) if either Party ceases operation without a successor; or (e) as otherwise provided herein. If this Agreement is terminated by Customer in accordance with subsection (a) of this Section, RapidRatings will refund Customer any prepaid fees covering the remainder of the then-current Term under all Order Forms then in effect as of the effective date of such termination. In no event will termination relieve Customer of its obligation to pay any fees payable to RapidRatings for the period prior to the effective date of termination.

**9.3 Suspension.** RapidRatings may suspend Customer's access to the Subscription Services upon any actual, threatened, or suspected breach by Customer or any Users of this Agreement or upon any other conduct deemed by RapidRatings, in its reasonable judgment, to be inappropriate or detrimental to RapidRatings, the Subscription Services, any other customer, or any third party, including any actual or suspected threat to the security or functionality of the Subscription Services. RapidRatings will use reasonable efforts to provide advance notice to Customer of any such suspension based on the nature of the circumstances giving rise to the suspension. RapidRatings will use reasonable efforts to re-establish the affected Subscription Services promptly after RapidRatings determines, in its sole and reasonable discretion, that the situation giving rise to the suspension has been cured. Any such suspension will not relieve Customer of its obligation to pay RapidRatings in respect of the Subscription Services.

**9.4 Effect of Termination.** Upon any termination or non-renewal of this Agreement: (a) all Order Forms hereunder will terminate; (b) Customer shall pay RapidRatings all amounts due to RapidRatings under this Agreement, unless Customer is terminating due to a breach by RapidRatings; (c) the Subscription Term for the Subscription Services shall immediately end and Customer will no longer access or use the Subscription Services; (d) and any licenses or access granted to Customer relating to same shall automatically cease to exist as of the date of termination; and (e) each Party shall, upon request, return or destroy (at the other Party's election, and subject to applicable law or regulation) all materials containing Confidential Information of the other Party (and shall certify to that it has done so no later than thirty (30) days after the termination of this Agreement).

**9.5 Survival.** The following Sections will survive termination or non-renewal of this Agreement for any reason: 1, 3, 4, 5, 6.4-6.6, 7, 8, 9, and 10.5-10.11. In addition, those Sections which by their nature are intended to survive any termination or non-renewal will continue to survive termination or non-renewal of this Agreement for any reason. If any Order Form survives the expiration or termination of this Agreement, the provisions of this Agreement will remain in effect and fully incorporated into the Order Form until the Order Term expires or terminates.

## **SECTION 10. GENERAL.**

**10.1 Marketing.** Except as necessary to provide the Subscription Services to Customer, RapidRatings will not name Customer as a customer of RapidRatings in its marketing and promotional materials without obtaining Customer's prior consent.

**10.2 Insurance.** RapidRatings will maintain general commercial, professional liability, worker's compensation, and other insurance coverage(s) that are required by law. Upon request, RapidRatings will provide Customer with certificates of insurance or other evidence of coverage.

**10.3 Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond such Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party's employees), internet or other disruptions involving hardware, software or power systems not within such Party's possession or reasonable control.

**10.4 Use by Government.** The Subscription Services made available by RapidRatings under this Agreement may be subject to export control, procurement, and/or other laws and regulations of the United States of America and other jurisdictions applicable to government contractors. Customer represents that it is not currently debarred, suspended, or proposed for debarment by any government entity, including United States federal, state, and local government entity. Customer specifically acknowledges that it must comply with all applicable export control laws and agrees that it shall not permit Users to access or use any Subscription Services in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any United States export law or regulation. Neither Customer nor the government is entitled to the software's object code or source code.

**10.5 Forum, Governing Law, Jurisdiction, and Severability.** This Agreement is entered into in the State of New York, and its validity, construction, interpretation, and legal effect will be governed by the laws of the State of New York, without regard to its or any other applicable conflict of laws rules. Any action at law or in equity arising under or in connection with this Agreement will be filed only in an appropriate State or Federal Court located in New York, New York. The Parties hereby irrevocably consent and submit to the exclusive personal jurisdiction of, and venue in, such courts for litigating such action. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

**10.6 Assignment.** Neither Party shall assign, delegate, or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party (to be granted or withheld in its reasonable discretion);

except that each Party may assign its rights and delegate its obligations under this Agreement freely in connection with a merger, acquisition, sale of substantially all of its assets or stock, financing, reorganization, or similar transaction. This Agreement will be binding upon and will inure to the benefit of the Parties and their permitted successors and assigns.

**10.7 Subcontractors.** RapidRatings may use third parties or subcontractors to perform the Subscription Services, provided, however, that RapidRatings remains responsible for such third parties' acts and omissions.

**10.8 Relationships and No Third-Party Beneficiaries.** Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the Parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. There are no third-party beneficiaries of this Agreement.

**10.9 Merger, Amendment, and Conflicts.** This Agreement (including all applicable Order Form(s) and SOW(s), all of which are hereby incorporated herein) constitutes the entire understanding and agreement, and supersedes any and all prior or contemporaneous representations, understandings, and agreements between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. The Customer's general terms and conditions shall not apply, not even in a supplementary manner, unless RapidRatings agrees to their application in the Order Form. If there is any conflict of terms between this Agreement and an Order Form, the Order Form will control for the subject matter of the Order Form.

**10.10 Waiver and Construction.** A Party's failure to enforce a right or remedy in this Agreement will not constitute a waiver of such right or remedy. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed by independent legal counsel of its choice. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not affect its interpretation. All capitalized terms not defined in this Agreement are defined as set forth in the Order Form and vice versa. The terms "including", "includes", and "include" will be deemed to mean "without limitation".

**10.11 Notice and Execution.** All notices given from one Party to the other Party shall be in writing. Notices will be provided to the email address and/or physical address of the other Party stated on the Order Form. Any physical notice given by either Party to the other shall be sent by personal delivery, internationally recognized overnight courier with delivery confirmation, electronic notification (such as email), or United States Mail, certified or registered, postage prepaid, return receipt requested, to the respective address set forth in this Agreement, or such other address(es) as specified in writing by the Party in accordance with this Section. All notices to RapidRatings should include a copy to [legal@rapidratings.com](mailto:legal@rapidratings.com). All notices will be deemed effective upon delivery (or

attempted delivery), except that electronic notification shall be deemed effective upon receipt acknowledgement by the receiving Party if a copy is sent to legal@rapidratings.com. This Agreement may be executed in counterparts, all of which together will constitute the entire fully executed instrument. Electronic signatures will be given the same effect as originals or ink signatures.

## **EXHIBIT A**

### **RapidRatings API Services Terms**

If Customer has requested access to one or more API Services, then this RapidRatings API Services Terms (the “**API Services Terms**”) will apply. Customer agrees to these terms and conditions as fully incorporated into the Agreement. If there is a conflict between these API Services Terms and the Agreement, the API Services Terms will control only for the applicable API Services. All capitalized terms have the definitions as provided in the Agreement, unless otherwise expressly stated herein.

The API Services may perform a variety of functions. Essential information about the API Services, including applicable service limits and the scope of data available using the API Services, is as described in API Services Documentation. The scope of the API Services, including the Subscription Reports of companies to which Customer may have access via the API Services, is additionally limited by applicable Order Form(s).

Any data, information, content, or services accessed, displayed, or used in the API Services (collectively, “**API Content**”) in Customer’s (or Customer’s approved third party’s) software application, website, product, or service (collectively, the “**Application**”) is subject to these API Service Terms. The API Services and API Content, but not the Application(s), are considered to be a part of the RapidRatings Subscription Services pursuant to the Agreement.

### **Section 1. API Services, Limitations.**

**1.1 API Services.** Subject to Customer’s compliance with these API Service Terms and any applicable Order Form, RapidRatings grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license solely to (i) access and use the API Services to develop, test, operate and support the Application and (ii) display the API Content accessed through the APIs Services within the Application.

Customer agrees that RapidRatings may monitor use of the API Services and API Content, for reasons including to ensure quality, improve RapidRatings products and services, and verify Customer’s compliance with these API Services Terms.

**1.2 Access Limitations.** Customer may allow any employee or contractor to use the API Services to view the API Content. However, any use of any other Subscription Services content, such as Subscription Reports, obtained through access or use of the API Services, is limited to valid Users of Customer. Customer will require Users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the API Service Terms. Customer will only access (or attempt to access) the API Services by the



means described in the Documentation. If RapidRatings assigns Customer any credentials (e.g., API keys, IDs, tokens, etc.), it is Customer's responsibility to protect and keep such information confidential. RapidRatings may set, change, and enforce limits on Customer's use of the API Services (e.g., limiting the number of API requests that Customer may make in an interval or the data that is returned), in RapidRatings sole discretion. Customer agrees not to circumvent or disable any such limitations. If Customer intends to use the API Services beyond the limitations, Customer must obtain RapidRatings' express written consent. RapidRatings may decline such request or condition acceptance on Customer's agreement to additional terms and/or charges for that use. In addition to the Subscription Services restrictions, when using the API Services, Customer will not (and will not allow others acting on Customer's behalf) to: (a) sublicense the API Services or API Content for use, resale, or distribution by a third party; (b) create an API Application that functions substantially the same as the API Services and offer it for use by third parties; or (c) perform an action to disrupt the API Services or the servers or networks providing the API Services.

**1.3 API Content Limitations.** Customer agrees that the API Services facilitate access and use of API Content, which may contain confidential third-party data. Customer should not cache or locally store the API Content without RapidRatings written consent. If Customer caches or locally stores API Content, then RapidRatings is not responsible for the integrity, accuracy, or completeness of such API Content. Customer should review the current API Services Documentation before conducting any data aggregation activities, as some API Content provided by RapidRatings through the API Services must be restricted on a company-by-company basis and such data may not be aggregated otherwise. Customer will use industry best-practices and comply with any applicable laws related to data security to prevent unauthorized access or use of the API Content. The API Content must be displayed per the API Services Documentation.

## **Section 2. Customer Applications.**

**2.1 API Applications.** Customer may use the API Services for Applications. Customer should advise any third-party partners who are acting on behalf of Customer to display or integrate the API Services or make API Applications that there are access and API Content restrictions in these API Services Terms as well as restrictions in the applicable Documentation. It is Customer's responsibility to ensure that any Customer third party partners with access to the API Services or API Content do not redistribute or resell the API Content. RapidRatings may request reasonable information regarding any third-party contractor of Customer performing integration services or other services related to Applications. If Customer's Application contains personally identifiable data, then as between the Parties, Customer is responsible for complying with all applicable privacy laws and regulations relating to the Application. RapidRatings makes no representations or warranties as to the Applications or any services performed by third parties with regards to the Applications.

**2.2 Ownership.** By using RapidRatings API Services or making Applications, Customer does not acquire ownership of any rights to the API Services or API Content.

RapidRatings, including RapidRatings' licensors, own all intellectual property rights in and to the API Services and API Content. Customer acknowledges that RapidRatings may develop products or services that may compete with the Applications. Some of the software required by or included in RapidRatings' API Services, provided in a good-faith effort to assist Customer (e.g., code stubs, configuration tools), may be offered under an open-source license or other license. These licenses constitute separate written agreements, and Customer should consult the appropriate Documentation. RapidRatings makes no representation or warranty for any third-party tools.

**2.3 Attribution.** When the API Services or API Content are displayed in an Application and/or through any end point device, whether web-based, mobile, print or audio, this content must have the attribution to RapidRatings. RapidRatings' preferred attribution is: "All data and analysis provided by Rapid Ratings International." and, if the display is visual, the RapidRatings logo as provided by RapidRatings. RapidRatings will work with Customer to provide logos appropriate for Customer's delivery endpoint format and user experience. All use by Customer of RapidRatings trademarks (including any goodwill associated therewith) will inure to the benefit of RapidRatings. Customer shall not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material. Customer shall remove any attribution upon RapidRatings' request. Except as expressly stated, these API Services Terms do not grant either party any right, title, or interest in or to the other party's trademarks. Certain API Content, such as any third-party company name or data point displayed in the Application using the API Services, must be linked to the RapidRatings portal. For example, if a link is provided with the RapidRatings FHR® data point, Customer will hyperlink the FHR data to the discrete URL provided.

## **Section 3. Communications.**

**3.1 Changes in API Services and Documentation.** RapidRatings may modify the API Services or Documentation at any time to reflect changes based on applicable law, information security standards, and/or technical changes to the API Services. RapidRatings will provide reasonable notice in advance of changes, if possible. RapidRatings may make changes to the API Services that require actions by Customer for uninterrupted access. If RapidRatings issues an updated version of the API Services, Customer must update their API Services and RapidRatings will continue to support and maintain the previous version for no more than six (6) months. If Customer does not agree to the changes or updated version, Customer should discontinue use of the API Services. Customer's continued use of the API Services constitutes acceptance of the modified API Services.

**3.2 Changes for Applications.** While RapidRatings will work to ensure that Customer is notified in advance of any API Services or Documentation changes, Customer is solely responsible for evaluating whether a change affects the Application and reacting to these

notices. Customer is solely responsible for working with any applicable third parties to support any third-party services that Customer may need to support changes to the Application. RapidRatings makes no representation that API Services changes will not affect or disrupt the Application.

Copyright © 2025 Rapid Ratings International, Inc. All Rights Reserved.

