

## SOFTWARE AS A SERVICE TERMS AND CONDITIONS (MARKET LOGIC SOFTWARE AG)

These Software as a Service Terms and Conditions (“**Terms and Conditions**”), together with any applicable Statement of Work issued hereunder, the (“**Agreement**”), between Market Logic Software AG, Franklinstraße 28-29, 10587 Berlin, Germany (“**Market Logic**”) and the Subscriber named in an applicable Statement of Work (“**Subscriber**”, collectively the “**Parties**”) are effective as of the date set forth on such Statement of Work (“**Effective Date**”).

Market Logic and Subscriber agree as follows:

### 1. PURPOSE

Market Logic provides and operates software, in particular a market insights platform, which is made available as a Software-as-a-Service (SaaS) as well as accompanying services. The Agreement contains the terms and conditions under which Subscriber acquires and uses Market Logic’s Services.

### 2. DEFINITIONS

The following definitions apply to this Agreement:

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control of the Parties respectively. “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;

“**Competitors of Market Logic**” means any entity, company, division or department of a company, including its personnel, which is involved in the development, provision or operation of any marketing insights and knowledge management platform and/or similar tools;

“**Confidential Information**” has the meaning as set forth in Sec. 11;

“**DeepSights**” means the Software Services which provides AI-based capability to submit questions and obtain answers and synthesized reports generated on the basis of the data available in the DeepSights;

“**DeepSights Workspace**” means the Software Services which extends DeepSights with tools for capturing, managing, and consuming knowledge & insights.

“**Deliverable(s)**” means the individual modules including functions and/or features to be provided by Market Logic in connection with the Software Services hereunder as set forth in an applicable SOW and/or this Agreement;

“**Email Notification Procedure**” means the procedure set out in section 18.13 of the Agreement which allows Market Logic to amend the provisions of this Agreement via an email notification procedure;

“**Generative AI Services**” means the any function of the Software Services that utilize generative AI algorithms, including but not limited to DeepSights and DeepSights Workspace;

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

“**Material Breach**” has the meaning set forth in Sec. 16;

“**Market Logic Platform**” or “**Software**” means a business-to-business research and knowledge management platform operated by Market Logic and accessed by end users;

“**Non-GA Services**” means any software services not generally available to Market Logic’s subscribers, which Market Logic may offer a trial version to Subscriber. The Subscriber may accept or decline any such trial services at the Subscriber’s sole discretion. Any Non-GA Services will be designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms mutually agreed upon in a Statement of Work;

“**One-Time Professional Services**” means the services that are offered by Market Logic to implement and maintain the Software Services (e.g., implementation of the Software Services, configuring the product, uploading Platform Data, provide trainings). The scope of such One-Time Professional Services is specified in the applicable SOW.

“**Ongoing Professional Services**” means the services that are offered by Market Logic to support the usage of the Software Services (e.g., helpdesk support, usage reporting, standard customer success management). The scope of such Ongoing Professional Services is specified in the applicable SOW.

“**Open Source Software**” means any software, which is subject to license terms and conditions meeting the criteria listed at <http://www.opensource.org/docs/definition.php> and takes the form of one of the licenses currently listed at <http://opensource.org/licenses/> or which is subject to any similar license terms, which have been incorporated into the Software Services.

“**Payment Due Date**” has the meaning set forth in Sec. 7;

“**Professional Services**” means the “One-Time Professional Services” and “Ongoing Professional Services”;

“**Purchased Services**” means the Services purchased by Subscriber under any applicable SOW;

“**Platform Data**” means the Subscriber Data and Third Party Data;

“**Services**” means the Software Services and the Professional Services as detailed in a Statement of Work;

“**Software Services**” means the software services, including Generative AI Services, DeepSights, DeepSights WorkSpace and all other software features and functionalities that Subscriber is authorized to use as specified in the applicable Statement of Work/s. Such Software Services are made available to Subscriber as a Software as a Service (i.e., online via a dedicated Subscriber login link and/or other webpages designated by Market Logic);

“**Statement of Work**” or “**SOW**” means any ordering document, mutually agreed by the Parties, specifying the Services to be provided under this Agreement, including any documents, attachments or forms thereto. The Parties agree that Subscriber’s Affiliates are permitted to enter into SOWs with Market Logic, which Affiliates shall, upon signing the SOW, be bound by the terms and conditions of this Agreement;

“**Subscriber**” means the legal entity accepting this Agreement and any of its Affiliates who have signed any Statements of Work governed by this Agreement;

“**Subscriber Data**” means all electronic data or information submitted by the Subscriber to the Software Services,

“**Subscription Fees**” means the subscription fees detailed in the applicable Statement of Work;

“**Subscription Period**” means the portion of time within the Subscription Term and set forth in the applicable Statement of Work;

“**Subscription Term**” means the term set forth in the applicable Statement of Work;

“**Third Party Feature/s**” means any service or product (including, without limitation, mobile, offline or other software services) provided by a company, other than Market Logic, and integrated by default in the Software Services by Market Logic, which can be turned off upon request of Subscriber;

“**Third Party Service/s**” means any service or product (including, without limitation, mobile, offline or other software services) provided by a company, other than Market Logic, to Subscriber and which Third Party Service has been integrated into the Software Services by Market Logic on behalf of Subscriber and the Third Party Service provider in order to allow the Software Services to interoperate with the Third Party Services;

“**Third Party Data**” means the content and data licensed or acquired by Subscriber from third party content providers (i.e., Third Party Services). For the sake of clarity, Third Party Data is owned by the respective third party content provider;

“**Users**” means individuals who are authorized by Subscriber to use the Software Services as specified in a valid and active Statement of Work between Market Logic and Subscriber and who have been supplied with user identifications and passwords by Subscriber (or by Market Logic on behalf of the Subscriber and at the Subscriber’s request). Users may include, but are not limited to, the Subscriber’s employees, consultants, contractors, agents and third parties authorized by and acting on behalf of Subscriber;

### **3. SOFTWARE USAGE RIGHTS**

**3.1. Rights in Software Services.** During the Subscription Term and subject to Subscriber’s payment of the Subscription Fees, Market Logic shall grant to Subscriber a limited, non-transferable, non-exclusive, non-perpetual right to access and use the Software Services and Software documentation for Subscriber’s internal business purposes. Market Logic will host and retain physical control over the Software Services. To access the Software Services, Users shall use a secure HTTP/S connection and authenticate themselves with a unique, personal username and password. Other than as specifically set forth in this Agreement and unless otherwise agreed to by Market Logic in writing, no provision under this Agreement shall obligate Market Logic to deliver or otherwise make available any copies of computer programs or code from the Software and Software Services to Subscriber, whether in object code or source code form.

**3.2. Usage Restrictions.** The Subscriber shall not: a) permit any third party to access the Software Services except as permitted herein; b) create derivative works based on the Software Services except as authorized herein; c) copy, frame or mirror any part or content of the Software Services, other than copying or framing on the Subscriber’s own intranets or otherwise for the Subscriber’s own internal business purposes; d) reverse engineer the Software Services; e) access the Software Services in order to build a competitive product or service; and/or copy any features, functions or graphics of the Software Services; (f) use the Software Services in violation of laws or regulations; (g) use the Software Services to violate the rights of others; (h) use the Software Services in high-risk, hazardous environments

requiring fail-safe performance; (i) resell or sublicense the Software Services; (j) disable or circumvent any aspects of the Software Services, including security mechanisms used by the Software Services, or attempt to do the same; (k) use the Software Services to perform any malicious activity, including to violate the security or integrity of any network, computer or communications system, software application, or network or computing device; (l) use the Software Services in fraudulent or deceptive activity, including but not limited to, plagiarism, disinformation, coordinated inauthentic behaviour or the violation of people's privacy; (m) upload, submit, or otherwise make available to the Software Services any data to which Subscriber and Users do not have the proper rights; (n) generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations; (o) use any automated or programmatic method to extract data or output from the Software Services, including scraping, web harvesting, or web data extraction; (p) represent that Output from the Software Services was human-generated when it is not.

#### **4. SOFTWARE SERVICES**

**4.1. Updates and Support.** Market Logic will: a) make updates to the Software Services available to Subscriber when they become commercially available; b) provide Standard Helpdesk Support via web-content and e-mail support, in English with a maximum response time of 8 hours, available 24 hours from Monday to Friday, excluding public holidays, and/or upgraded support if purchased separately; and c) upon acceptance of the Services, provide second and third level support and maintain the Software Services in accordance with the Service Level Agreement attached to the applicable Statement of Work. This support is limited to technical questions and does not include general User training and consultancy services. Subscriber agrees that Market Logic may collect and use technical information gathered as part of the support and maintenance services for the Software Services, including any User's operating system and browser, as well as statistics (including, for example, terms most searched, date and time of last login, number of downloads, number of uploads, and number of views). Market Logic may use this information solely for the purpose of providing usage statistics to the Subscriber and/or improving the Software Services. Market Logic shall not disclose this information in any form that identifies the Subscriber or any Users.

**4.2. Non-GA Services.** NON-GA SERVICES ARE NOT CONSIDERED "SOFTWARE SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. At any time and at its sole discretion Market Logic may discontinue any or all Non-GA Services provided to Subscriber and may never make them generally available.

**4.3. Subscriptions to Software Services.** Unless otherwise specified in the applicable Statement of Work: a) Software Services are purchased as User subscriptions and may be accessed by no more than the specified number of named Users; and b) each individual which Subscriber wishes to register a user account for will receive a User ID and password to the Software Services. One User account equals one purchased license. Each User account may only be used by the designated User and must not be shared with any other individuals. The payment of the Subscription Fees set forth in the relevant Statement of Work allow the Subscriber to register User accounts up to the number of purchased Users. The fees do not pertain to an actual registration or actual usage of a User account. In the event Subscriber fails to comply with the contractual usage limits or Subscriber wishes to purchase additional User subscriptions, Subscriber agrees to promptly execute a Statement of Work for additional Services upon Market Logic's request and to pay any invoice for excess usage in accordance with this Agreement. All additional User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require use of the Services.

**4.4. Generative AI Services.** Subscriber understands and agrees that Generative AI Services shall be subject to the terms and conditions of this Agreement as well as the following:

**4.4.1. Scope.** The Generative AI Services provide the Subscriber with an AI-based capability to submit questions and obtain answers and synthesized reports generated on the basis of documents uploaded and data imported to the Generative AI Services from any integrated RSS feeds and/or API connections. For the avoidance of doubt, RSS feeds and API connections are subject to extra fees and are not included in the purchased Software Services unless listed as a separate purchased line item under the applicable SOW.

**4.4.2. Capabilities.** The data provided by Subscriber (including content and data licensed or acquired by Subscriber from third party content providers, i.e., Third Party Data) and data imported to the Generative AI Services from any integrated RSS feeds and/or API connections shall be considered “**Input**”. Every question submitted to the Generative AI Services by a User (“**Question/s**”) will generate answers (“**Answer/s**”) on the basis of the Input, and every report creation request to an Answer will generate a synthesized report on the basis of the Input (“**Report**”). An Answer is a successful, non-empty response to a Question, while a Report is generated subsequently pursuant to a User’s request. Both Answer and Report shall be considered “**Output**”. Neither Market Logic nor any of its Authorized Subcontractors/Sub-processors will use either Input or Output to train, retrain or improve the Generative AI Services.

**4.4.3. Accuracy of the Output.** Subscriber understands and agrees that functions of the Software Services that utilize artificial intelligence (“**AI**”) algorithms will automatically generate Output based solely on the Input. Therefore, Subscriber understands and accepts that the quality of Input will directly affect the quality of the Output. As such, Market Logic makes no warranty, express or implied, as to the accuracy or completeness of any of the automatically generated Output and Subscriber shall evaluate the accuracy of any Output as appropriate for Subscriber’s use case, including by using human review of the Output.

**4.4.4. Similarity of Content.** Due to the nature of machine learning, the Output may not be unique across users and the Generative AI Services may generate the same or similar output to different users. Other users may also ask similar questions and receive the same response.

**4.4.5. Connectors.** A connector (“**Connector**”) provides technical integration between the Generative AI Services and a third party software used and subscribed by Subscriber, to enable Subscriber either to provide Input or ask Questions and retrieve Answers and/or Reports directly within such third party software (e.g., Connector to Microsoft Teams, Microsoft SharePoint, Office365 email connector, Google Chat or Google Drive). Subscriber understands that in order for Market Logic to offer high quality and availability of service, the involvement of additional third parties for the implementation and maintenance of Connectors might be necessary. If a Connector is purchased under the SOW, Subscriber hereby authorizes Market Logic to engage such third parties.

**4.5. Third Party Services.**

**4.5.1.** Market Logic shall not be liable for and makes no warranties whatsoever with respect to any Third Party Services and Third Party Data which Subscriber uses or desires to use in conjunction with the Software Services, in particular, but not limited to, instances where a Third Party Services provider refuses to make the Third Party Services available for interoperation with the Software Services in a manner which is acceptable to Market Logic, or delays the integration or ceases the provision of the Third Party Service or the integration. Market Logic will take commercially reasonable steps to alter the Software Services to facilitate such integration.

**4.5.2.** Subscriber may be required to grant Market Logic access to Subscriber's account with the Third Party Service. Any use, access and interaction (including, without limitation any exchange of data) by the Subscriber of any Third Party Services via the Software Services shall be governed by a separate license, service or similar agreement between Subscriber and the applicable Third Party Services provider. Market Logic shall not be responsible for any disclosure, modification, or deletion of the Platform Data resulting from any use of or access to Third Party Services or Third Party Services providers.

**4.5.3.** Subscriber acknowledges and understands that a Third Party Service provider may make the performance of such services dependent on the provision of anonymous usage statistics and Market Logic shall be permitted to disclose the anonymous usage statistics to the Third Party Services provider on Subscriber's behalf.

**4.5.4.** Notwithstanding any security requirements agreed between Subscriber and Market Logic, any proprietary data of such provider shall be solely subject to separate security and confidentiality obligations between Market Logic and the respective provider.

## **5. PROFESSIONAL SERVICES**

**5.1. Provision of Professional Services.** Market Logic shall conduct the Professional Services pursuant to this Agreement and the applicable Statement of Work/s. Subscriber and Market Logic agree that all Professional Services performed under the applicable SOW do not require Market Logic to attend Subscriber's premises unless training is provided on premises at Subscriber.

**5.2. Timelines.** Subscriber acknowledges and agrees that the ability of Market Logic to provide the Professional Services specified in the applicable Statement of Work within a projected timeline is dependent on contributions to be provided by Subscriber. If Market Logic considers that a material contribution, response or action required from Subscriber is delayed to a point that a milestone is being negatively impacted or cannot reasonably be completed due to such delay, Market Logic will promptly notify Subscriber. The delivery timeline shall be extended for at least the time equal to the amount of time it takes the Subscriber to provide the material contribution, response or action requested by Market Logic unless such delay requires a longer time-line extension. For the avoidance of doubt, in such case Subscriber's payment obligation under Section 7 shall not be affected and shall remain in full force and effect.

**5.3. Acceptance.** Unless otherwise agreed upon in a Statement of Work, upon completion of the One-Time Professional Service and each Deliverable under a Statement of Work pursuant to any applicable acceptance criteria or test plans mutually agreed in writing between the Parties, Market Logic will, as applicable: a) inform Subscriber that all contracted configuration and content upload services have been completed; and/or b) provide access details to the Software Services to Subscriber. Both Parties agree to consider all One-Time Professional Services and each Deliverable accepted unless Market Logic is notified otherwise by Subscriber within fourteen (14) days ("**Testing Period**").

**5.3.1.** As of the date of acceptance, the Service Level Agreement, attached to the applicable Statement of Work shall apply.

**5.3.2.** In the event Subscriber reasonably determines in good faith that the One-Time Professional Service/s or Deliverable/s do not satisfy the agreed upon acceptance criteria as specified in the applicable Statement of Work or as mutually agreed upon in writing by the Parties, Subscriber must notify Market Logic of this in writing within the Testing Period, specifying in writing the deficiencies in detail.

**5.3.3.** Market Logic will re-perform the defective One-Time Professional Services and/or use reasonable efforts to correct such deficiencies and resubmit the Deliverables for acceptance to Subscriber as soon as practicable (“**Correction Period**”). Subscriber will review and test the re-performed One-Time Professional Services and resubmitted Deliverables for acceptance within an additional Testing Period. If the One-Time Professional Services or Deliverables fail to meet acceptance after a second Correction Period, Subscriber may in its sole discretion, as a sole and exclusive remedy, either: a) allow Market Logic an additional Correction Period in accordance with the process described above; or b) terminate the relevant portion of the Statement of Work immediately upon written notice and recover all setup related one-time fees paid under the relevant Statement of Work for such deficient Deliverable.

**5.3.4.** If a revised requirement requires a new or modified Statement of Work (e.g. a Deliverable requires modification due to incorrect assumptions or changed requirements), Subscriber will cooperate in good faith to execute such new or amended Statement of Work upon Market Logic’s request.

## **6. PARTIES OBLIGATIONS**

**6.1. Market Logic’s Obligations.** Market Logic shall: a) appoint qualified personnel to perform the Professional Services; b) nominate a single point of contact to the Subscriber for all matters relating to the provision of the Professional Services; c) replace the nominated single point of contact and/or other personnel at Market Logic’ sole discretion with immediate effect if the performance of all or any of the nominated employees is inadequate or the nominated employee is no longer an employee of Market Logic; and d) provide the Professional Services only in accordance with applicable laws and government regulations.

### **6.2. Subscriber’s Obligations.**

**6.2.1.** The Subscriber shall: a) be responsible for Users’ compliance with this Agreement; b) be responsible for the accuracy and legality of the Platform Data and of the means by which the Subscriber acquired the Platform Data; c) be responsible for providing the system environment in accordance with the system requirements of Market Logic set forth in the Agreement and the applicable Statement of Work; d) use commercially reasonable efforts to prevent unauthorized access to or use of the Software Services, and notify Market Logic promptly of any such unauthorized access or use; e) use the Software Services only in accordance with the applicable laws and government regulations; f) provide all Subscriber Data and material contributions needed to complete the Professional Services; and g) provide any Subscriber Data, personal information and/or Confidential Information to Market Logic via encrypted means or on encrypted media; and h) name a single point of contact to Market Logic for all matters relating to the provision of the Professional Services.

**6.2.2.** Furthermore, the Subscriber shall not: a) make the Software Services available to anyone other than the Users; b) grant Competitors of Market Logic any access to the Software Services; c) sell, resell, rent or lease the Software Services; d) use the Software Services to store or transmit infringing, libelous, and/or otherwise unlawful material, and/or material in violation of third-party privacy rights; e) use the Software Services to store or transmit Malicious Code; f) interfere with or disrupt the integrity or performance of the Software Services or third-party data contained therein; and g) grant unauthorized access to the Software Services or their related systems or networks.

## **7. FEES AND PAYMENT**

**7.1. Fees.** Subscriber shall pay all fees specified in any Statement of Work. Except as otherwise specified in a SOW, (a) fees are based on the Services purchased and not actual usage; (b) payment

obligations are non-cancellable and fees paid are non-refundable; and (c) Services purchased cannot be decreased in quantity during the Subscription Term.

**7.2. Invoicing and Payment.** Market Logic will invoice the Subscriber in accordance with the applicable SOW. The Subscriber is responsible for providing complete and accurate billing and contact information to Market Logic and notifying Market Logic of any changes to such information timely in advance to a respective invoice date. If Subscriber requires a purchase order or a similar document for Subscriber's invoicing process ("**Purchase Order**") it is the sole responsibility of Subscriber to provide the Purchase Order in a valid and reasonably acceptable form and timely in advance in order to be taken into consideration within Market Logic's invoicing process. The absence or delay of an Purchase Order has no effect on Market Logic's right to receive payment by the contractually agreed due date. Any legal terms and conditions on a Purchase Order are void.

**7.3. Payment Term.** Unless otherwise stated in the applicable SOW, Subscriber shall pay fees with cleared funds without any deductions being in the bank account of Market Logic no later than 30 days from the effective date of the applicable SOW or from the start of the respective subscription period as stipulated in the applicable SOW ("**Payment Due Date**"). Payment shall be executed by Subscriber via wire transfer. If any fees are not received by Market Logic by the Payment Due Date in the bank account of Market Logic such fees shall accrue late interest at the rate of nine percent per year or the maximum rate permitted by law, whichever is higher, from Payment Due Date until the date paid.

**7.4. Payment Disputes.** Subscriber must provide written notice with reasonable details of the claimed dispute to Market Logic within seven (7) business days from receipt of invoice. If the Parties determine that any fees were incorrectly invoiced, then Market Logic will issue a credit note equal to the exceeding amount. Subscriber agrees to pay in full and without any delay any undisputed amount under such invoice.

**7.5. Suspension of Services.** If any undisputed amount owed by Subscriber in terms of this Section 7 is 10 days overdue, Market Logic may suspend the Services to Subscriber until such amounts are paid in full including interest payable. Market Logic will give Subscriber at least 10 days' prior notice before suspending Services. It is understood that any such suspension does not affect Subscriber's payment obligation attributable to such suspension period.

**7.6. Price Adjustment.** Unless otherwise agreed upon in a Statement of Work, the fees for the identical Services under the same SOW will be increased by 7.5% per year or the applicable inflation rate, whichever is higher, and shall be calculated upon each anniversary of the subscription period. The Parties agree that the index used to calculate the applicable inflation rate shall depend on the denomination selected in the Statement of Work. Accordingly, the index for Statements of Work: (1) in USD shall be the United States Department of Labor's Bureau of Statistics *Consumer Price Index for All Urban Consumers (CPI-U): Table 4: Category: "U. S. city average, all items"* currently available at <https://bls.gov/news.release/cpi.t04.htm>; or (2) in EURO shall be the *Harmonized Indices of Consumer Prices (HICPs): Table for monthly data (annual rate of change):category: "EURO Area – 19 countries (from 2015)"* currently available at <https://ec.europa.eu/eurostat/web/hicp/data/database>.

## **8. TAXES**

The fees set forth in any Statement of Work or similar document issued pursuant to this Agreement are net of tax, as such do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales, use or withholding taxes ("**Taxes**"). Subscriber is solely responsible for paying all Taxes, excluding only taxes based on the net income of Market Logic. If Market Logic has the legal obligation to pay or collect Taxes under this Section, the respective fees shall be increased by an amount applicable for the Taxes and be paid by Subscriber unless Subscriber provides Market Logic



with a valid tax exemption certificate authorized by the appropriate taxing authority. Software Services are provided as a Software-as-a-Service distribution and licensing model and as such are treated accordingly for the purposes of tax assessment.

## 9. STATEMENTS OF WORK

Unless otherwise specified in an applicable SOW and unless either Party provides 90 days written notice prior to the end of the Subscription Term of its intention not to renew, such applicable SOW shall automatically renew for further 12 month periods.

## 10. OWNERSHIP

**10.1. Subscriber Ownership.** Subscriber owns and retains all right, title, and interest (including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data). Subject to the limited licenses granted herein, Market Logic acquires no right, title or interest from Subscriber or Subscriber's licensors under this Agreement in or to any of Subscriber Data. Subscriber grants Market Logic, its Affiliates and its Authorized Subcontractors/Sub-processors contractors a worldwide, limited term right and license to store, host, reproduce, maintain and use Subscriber Data, only as reasonably necessary to provide and improve the Services in accordance with this Agreement.

**10.2. Market Logic Ownership.** Market Logic shall retain all right and title in and to the Services, including, but not limited to: a) all modifications and/or enhancements to the Software Services and the Deliverables, regardless of the source of inspiration for any such enhancement or modification and regardless of whether Subscriber has provided input regarding such modifications and/or enhancements.; b) proprietary education or training content, c) materials related to Market Logic's Professional Services processes and methodology, d) any Algorithms associated with the artificial Intelligence ("AI") or cognitive capabilities of the Software Services. Notwithstanding any other term of this Agreement, Market Logic may access and use, and shall retain all right, title and interest in the Software Services, which may include aggregated and anonymized data based upon Platform Data, provided that such data does not reveal the identity or traits of any particular individual person or of Subscriber and does not contain any Confidential Information of Subscriber.

**10.3. Suggestions and Feedback.** Market Logic shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software Services any suggestions, enhancement requests, recommendations, results of anonymous usage statistics or other feedback provided by the Subscriber, including its Users, relating to the operation of the Software Services. Market Logic acknowledges and agrees that any such feedback is provided "as is" without any warranty and that Market Logic shall have no right to any of Subscriber's patents, registered copyrights or trademarks ("**Subscriber IP**").

**10.4. Usage data.** Market Logic and its Authorized Subcontractors/Sub-processors may compile statistical and other information related to the performance, operation and use of the Software Services (including, but not limited to, User's operating system and browser, date and time of last login, number of downloads) solely for (i) the provision of usage statistics to the Subscriber, (ii) the maintenance of the security and integrity of the Software Services and (iii) research and development purposes related to improvements to the Software Services; such improvements must not contain any Confidential Information of Subscriber.

## 11. CONFIDENTIALITY

**11.1. Confidential Information.** In relation to the execution of this Agreement each Party may from time to time during the term of this Agreement disclose (the "**Disclosing Party**") to the other Party (the

“Receiving Party”) certain non-public or proprietary information, communication or data related to a party’s business, products, or services, which the Disclosing Party identifies as confidential or which is of such a nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect such information against unrestricted disclosure or use, including information owed by third parties. Confidential Information includes, but is not limited to, algorithms, audit reports, business plans, business records, commercial information, computer programs, contracts, data-center designs, designs, diagrams, draft publications, drawings, engineering records, financial information, formulas, ideas, machine-readable data, market projections, marketing information, methods, offers, operational data, opinions, plans, pricing information, procedures, processes, product development plans, product information programs, projections, proposals, research data, research plans, samples, server-configuration designs, source code for computer programs, specifications, strategies, tax bills, technical information, test data (“**Confidential Information**”).

**11.2. Non-Confidential Information.** The obligations of confidentiality do not extend to any Confidential Information which the Receiving Party can show: (a) is or has become generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or (b) was in written records prior to the Effective Date and not subject to confidentiality obligations; or (c) was or is disclosed by a third party entitled to disclose such information; or (d) the Parties agree in writing that the information is not Confidential Information or that the information may be disclosed; or (e) is required to be disclosed under any Applicable Laws, or by order of a court or governmental body or authority of competent jurisdiction; or (f) the Receiving Party independently developed the information without using Confidential Information.

**11.3. Obligation of Confidentiality.** The Receiving Party will treat all Confidential Information of the Disclosing Party with the same degree of care that the Receiving Party treats its own confidential or proprietary information, but in no event with no less than reasonable care. The obligations in this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

**11.4.** During the Term, the Receiving Party may use Confidential Information to the extent reasonably necessary for: a) performing the Receiving Party’s obligations under the Agreement, and/or b) exercising the Receiving Party’s rights under the Agreement; or c) assessing whether to enter into another agreement with the Disclosing Party; or d) any other particular authorized uses expressly agreed to in writing by the Parties. The Receiving Party will not, without the prior written consent of the Disclosing Party, disclose Disclosing Party’s Confidential Information to any third party. Notwithstanding the foregoing, the Receiving Party may, without the Disclosing Party’s prior written consent, disclose the Confidential Information to its employees, agents, affiliates, subcontractors, sub-processors or representatives on a need-to-know basis provided they are bound by obligations of non-disclosure.

**11.5. Legally Required Disclosures.** In the event the Receiving Party is required to disclose any Confidential Information by order of a court or any government agency, by law, regulation, judicial or administrative process, the Receiving Party will: a) give prior written notice of such disclosure to the Disclosing Party (if legally permitted to do so) together with a copy of the material proposed to be disclosed; b) reasonably cooperate with the Disclosing Party at the Disclosing Party’s request and expense to resist or limit such disclosure or to obtain a protective order; and c) in the absence of a protective order or other remedy, disclose only that portion of the Confidential Information that is legally required to be disclosed and assure that, if applicable, confidential treatment will be accorded the disclosed information.

**11.6. Ownership and Return of Confidential Information.** Unless otherwise provided for in this Agreement, all Confidential Information is provided without any warranty “as is” and shall remain the sole property of the Disclosing Party and no license or other right to such information is granted under this Agreement. Upon the Disclosing Party’s request, all Confidential Information, including copies of

such information, must be promptly returned to the Disclosing Party or destroyed. Notwithstanding the foregoing obligations, Receiving Party shall be permitted to retain back-up copies of Confidential Information as required by applicable law and provided such back-up copies shall be securely stored and are subject to the obligations of this Section independently as long as retained.

## 12. WARRANTIES AND DISCLAIMERS

**12.1. Mutual Warranties.** Each Party warrants to the other Party that: a) it has the authorization to enter into this Agreement; b) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement; and (c) it has and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.

**12.2. Subscriber Warranties.** Subscriber warrants to Market Logic that: a) Subscriber and its Users will use the Software Services in accordance with this Agreement; b) Platform Data will not infringe or misappropriate any IP Rights (as defined below) or Confidential Information belonging to Market Logic or any third party; Furthermore, Subscriber warrants and represents to Market Logic that it shall not: a) create derivative works based on Market Logic's Software Services except as authorized within Agreement; b) copy, frame or mirror any part or content of Market Logic's Software Services and/or ancillary services, other than copying or framing on the Subscriber's own intranets or otherwise for the Subscriber's own internal business purposes; c) reverse engineer the Market Logic's Software Services and/or ancillary services or parts thereof; (d) build a competitive product or service; and/or (e) copy any features, functions or graphics of Market Logic's Software Services.

### 12.3. Market Logic Warranties.

**12.3.1. Software Services.** With respect to the Software Services Market Logic warrants that: a) Market Logic has the right to grant provide licenses to the Software Services to the Subscriber in accordance with the terms of this Agreement; b) to the best of Market Logic's knowledge, the licensed use of the Software Services does not infringe the intellectual property rights of any third parties; and c) the Software Services do not contain any Open Source Software which could cause Subscriber's products or services to be subject to any requirements or obligations arising from the Open Source Software Licenses.

**12.3.2. Professional Services** Market Logic warrants that the Professional Services will be performed in a competent manner in accordance with generally accepted industry standards. For any breach of the above warranty, Subscribers exclusive remedy and Market Logic's entire liability will be the re-performance of the applicable Professional Services. If Market Logic is unable to re-perform the Professional Services as warranted, Subscriber will be entitled to recover the fees paid for the deficient Professional Services. Subscriber must make any claim under the foregoing warranty to Market Logic in writing within 14 days of performance of such Professional Services in order to receive warranty remedies.

**12.4. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, 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 OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. MARKET LOGIC DOES NOT WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT USE WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND THE ENTIRE RISK AS TO ITS SATISFACTORY USE IS WITH SUBSCRIBER.

### 13. **INDEMNIFICATION**

**13.1. Market Logic Indemnity.** Market Logic (“**Indemnitor**”) shall defend, indemnify and hold harmless Subscriber from and against any third-party claims asserted against Subscriber and its employees, officers, board members, agents, representatives, and officials (“**Indemnitee**”) based upon a) the gross negligence, willful misconduct, or violation of law by Market Logic, and/or b) any demand, claim or allegation that Subscriber’s licensed use of the Services by Market Logic infringes or violates any patent, copyright, trade secret, trademark, or other intellectual property right (collectively, “**IP Rights**”).

**13.2. Subscriber Indemnity.** The Subscriber (“**Indemnitor**”) shall defend, indemnify and hold harmless Market Logic and its Affiliates from and against any third-party claims asserted against Market Logic and its employees, officers, board members, agents, representatives, and officials (“**Indemnitees**”) based upon a) an allegation that the Platform Data infringes or violates any Intellectual Property Rights; and/or b) Subscribers’ non-compliance with or breach of this Agreement, including unauthorized use of the Software Services.

**13.3. Process.** In order for an Indemnitee to be entitled to an indemnity under this Section 13, the Indemnitee must: a) provide the Indemnitor with prompt written notice within thirty (30) days of becoming aware of such claim; b) give the Indemnitor sole control and authority over the defense or settlement of such claim; and c) provide the Indemnitor with proper and full information and reasonable assistance to defend and/or settle any such claim. Neither Party shall, without the other Party’s prior written consent, accept any settlement that imposes any restrictions or obligations on the other Party, requires the other Party to make an admission, or imposes on the other Party liability not covered by the indemnities. The Indemnitee shall take reasonable steps to mitigate its loss following a breach which falls within this Section 13. If Subscriber is unable to use the Services or a portion thereof (“**Infringing Item**”) because a court of competent jurisdiction issues a judgement from which no appeal is taken that, by providing the Software Services, Market Logics has infringed IP Rights of a third party, Market Logic may promptly, at its expense and sole determination either: a) procure for Subscriber the right to continue using such Infringing Item; or b) replace or modify the Infringing Item so that it becomes non-infringing. If Market Logic determines in its own reasonable discretion, that neither option is commercially reasonable, Market Logic may terminate the Statement of Work (or a portion thereof). In such case, Market Logic shall refund the unused portion of any prepaid fees received from Market Logic by Subscriber for the Infringing Item.

**13.4.** This Section 13 states the entire obligations and liability of the Indemnitor and the indemnities in these provisions shall be the exclusive remedy for third-party claims for any indemnity.

### 14. **LIMITATION OF LIABILITY**

**14.1. Disclaimer.** Market Logic shall be liable under the terms of this Agreement only in accordance with the following provisions. Any more extensive liability of Market Logic is excluded on the merits.

**14.2. Market Logic shall be liable** for: a) unrestricted for damages caused intentionally or with gross negligence by Market Logic, its legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance Market Logic’ liability shall be as set forth in the provisions for simple negligence in lit. e) below; b) unrestricted for death, personal injury or damage to health caused by the intent or negligence of Market Logic, its legal representatives or assistants in performance; c) for damages arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for Market Logic at the time the warranty was given, which amount shall not exceed 110% of the monetary value contained in the applicable Statement of Work; and d) in accordance with the German Product Liability Act in the event of product liability. However, the strict

liability for initial defects in Section 536a para. 1, alt. 1 of the German Civil Code (BGB) is hereby excluded for the Software Services; and e) for damages caused by the breach of its primary obligations by Market Logic, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the Subscriber may rely. If Market Logic breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Market Logic at the time the respective service was performed, however Market Logic' liability in this instance shall not exceed 110% of the monetary value contained in the applicable Statement of Work.

**14.3. Market Logic shall not be liable** for: a) damages which are a result of a breach of the obligations of the Subscriber under this Agreement, especially under Section 6.2 of this Agreement; b) if the Subscriber did not follow Market Logic's Instructions; c) if results of the Software Services or the Knowledge Building Services have been altered or modified by the Subscriber; or d) if the damage caused by any of Subscriber's equipment. Furthermore, Market Logic shall not in any manner be liable with regards to any of the Platform Data. For avoidance of doubt, Market Logic shall not be liable for any loss and/or damages suffered by the Subscriber and/or its Affiliates in relation to the content of the Software Services which is created and/or derived from any of the Platform Data.

**14.4. Consequential Damages.** In no event shall either Party be liable to the other for consequential damages resulting from default in the performance of its obligations under this Agreement, provided, however, that this Section 14.4 shall not limit Market Logic' obligations pursuant to Section 14.2 above.

## **15. INSURANCE**

During the Term, Market Logic shall maintain at its own expense insurance policies appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability and worker's compensation insurance as required by applicable law.

## **16. TERM AND TERMINATION**

**16.1. Term.** This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term.

**16.2. Term of Software Service Subscriptions.** Subscriptions of the Software Services purchased by the Subscriber commence on the start date specified in the applicable Statement of Work and continue for the Subscription Term specified therein.

**16.3. Termination for Cause.** A party may terminate this Agreement or any Statement of Work for any of the reasons contained in this Section 16.3:

**16.3.1. Material Breach.** Either Party may terminate this Agreement or a specific Statement of Work if the other party is in Material Breach of this Agreement or the specific Statement of Work and the breaching party fails to cure such Material Breach within a cure period of thirty (30) days from receipt of notice of Material Breach from the non-breaching Party. Such notice of Material Breach must describe the breach as comprehensively and in as much detail as possible in order to give the other party the opportunity to respond adequately during the thirty (30) day period. A "**Material Breach**", for the purposes of this Section 16.3.1 is a failure of a core obligation by one party to undermine the entire Agreement for the other party, for example a failure to make payment when due, breach of confidentiality obligations, infringement of IP Rights and a failure by the breaching party to remedy such breach in accordance with this Agreement, breach of applicable laws, repeated non-material breaches

cumulatively amounting to a Material Breach, and failure to keep current all billing information to the extent that it interferes with invoicing.

**16.3.2. Bankruptcy.** Either party may terminate this Agreement or any Statement of Work effective immediately upon: a) receipt of written notice of insolvency or bankruptcy of the other party; or b) the commencement by or against that party of any case or proceeding under any bankruptcy, reorganization, or insolvency law, or any other law for the relief of debtors, provided the affected party is unable to fulfill its obligations under the Agreement because of such proceedings.

**16.4. Effect of Termination.** Upon termination or expiry of this Agreement or the applicable Statement of Work, Market Logic shall immediately cease providing the related Services to the Subscriber and any subscriptions or licenses granted hereunder shall terminate.

**16.4.1.** If this Agreement is terminated by Subscriber in accordance with Section 16.3.1, Subscriber shall be entitled to a refund of the pro-rata amount of any pre-paid sums starting from the effective date of the termination.

**16.4.2.** If this Agreement is terminated by Market Logic in accordance with Section 16.3, Subscriber will not receive any refund of sums paid under this Agreement and Market Logic shall be entitled to all of fees due or payable under this Agreement, including the applicable SOW.

**16.4.3.** Upon request by the Subscriber for the return of Subscriber Data (“**Data Return Request**”) made within 30 days from the effective date of termination of the Software Services, Market Logic will, without undue delay, make available for a 60-day period (“**Data Return Period**”) to the Subscriber for download a file of the Subscriber Data in an industry-standard documented file format and/or original format and inform the Subscriber accordingly in writing with explicit reference to the availability of the Subscriber Data. After the Data Return Period has expired, Market Logic shall have no obligation to maintain or provide the Subscriber Data and shall thereafter, unless legally prohibited, delete all the Subscriber Data in Market Logic systems. In the event the Data Return Period is not sufficient to download all Subscriber Data, the Data Return Period may be extended by a further maximum of two more 60-day periods, provided that the Subscriber notifies Market Logic accordingly in due time before the expiry of the Data Return Period and agrees to compensate Market Logic for all related costs and expenses in connection with the extension of the 60-day period. In any case, if the Subscriber does not make a Data Return Request within 30 days, Market Logic shall have no obligation to maintain or provide the Subscriber Data and shall thereafter, unless legally prohibited, delete all the Subscriber Data in Market Logic systems. The Subscriber may instruct Market Logic at any time during the Term or within the Data Return Period following it to immediately and permanently erase all copies of Subscriber Data from all its Market Logic systems. Market Logic will execute such request within five (5) business days of receiving written notice by the Subscriber to do so. Notwithstanding the foregoing, Subscriber shall have no right to request a data return if it has not fulfilled its payment obligations for undisputed fees under Section 7.3. In this case, if Subscriber does not fulfill such payment obligations within 30 days from the effective date of termination, Market Logic shall be entitled to delete the Subscriber Data after such 30-day period.

**16.4.4.** Termination of this Agreement or any Statement of Work for any reason shall not affect the accrued rights of the parties arising under this Agreement, including the right to recover damages against the other party in accordance with the Agreement. In no circumstances shall any termination relieve the Subscriber of the obligation to pay any fees payable to Market Logic for the period prior to the effective date of termination nor shall Market Logic be obliged to refund of any fees referred to such period.

## 17. NOTICES

**17.1. Manner of Giving Notice.** All notices, permissions and approvals (“**Written Notice**”) hereunder shall be given by a person who has been authorized by the party giving notice to execute the type of action related to such notice (“**Authorized Person**”). A Written Notice shall be in writing and, unless an email notice is permitted, signed by an Authorized Person and sent to the address indicated below. A notice may be sent by email only if permitted under the provisions of Section 17.2. A notice shall be deemed to have been given upon a) personal delivery or registered letter with confirmation of delivery on the date of receipt, or b) the first business day after sending by email so long email notification is permitted in accordance with the provisions of Section 17.2.

If to Market Logic:

Market Logic Software AG Attention: Legal Department Franklinstraße 28-29 10587 Berlin E-Mail: <a href="mailto:legal@marketlogicsoftware.com">legal@marketlogicsoftware.com</a>
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If to Subscriber

<i>See address contained in the applicable Statement of Work</i>
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Billing-related notices to the Subscriber shall be addressed to the relevant billing contact designated by the Subscriber. All other notices to the Subscriber shall be addressed to the relevant Services system administrator designated by the Subscriber.

**17.2. E-Mail Notice.** An emailed notice (“**Email Notice**”) will not be effective unless acknowledged in writing (including for example by email) by the party to which the Email Notice was directed. If an Email Notice is delivered to a specific email address, but such notice is not acknowledged in writing by an individual who is authorized or designated under this Agreement to receive notice by the party to which the notice was directed for purposes of receiving notices of the type in question, then the Email Notice shall not be deemed effective. NOTWITHSTANDING THE ABOVE, AN EMAIL NOTICE SHALL NOT BE SUFFICIENT FOR NOTICES OF TERMINATION AND/OR NON-RENEWAL OF ANY PART OF THE AGREEMENT, AS WELL AS FOR NOTICE OF ANY CLAIM FOR DAMAGE, LIABILITY, MATERIAL BREACH OR INDEMNIFICATION.

## 18. GENERAL PROVISIONS

**18.1. Export Compliance.** Both parties shall comply with all applicable UK, EU and/or US sanctions and export regulations including any restrictions or prohibitions on trade or financial transactions with certain countries or entities.

**18.2. Anti-Corruption.** In performing their obligations under this Agreement, the parties shall: a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption and maintain its own policies and procedures in this respect; (b) as soon as reasonably practicable report to each

other any offer, request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this Agreement.

**18.3. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**18.4. Authorized Subcontractors/Sub-processors .** Market Logic may not subcontract any part of its obligations under this Agreement except to its Affiliates or as authorized according to this Section. An online link containing the list of authorized subcontractors/sub-processors that are used by Market Logic to provide the Services and have access to Subscriber's Data shall be found attached to the applicable Statement of Work or Order Form ("**Authorized Subcontractors/Sub-processors**"). If during the term of this Agreement, Market Logic intends to engage a new subcontractor/sub-processor or modify the Authorized Subcontractors/Sub-processors, Market Logic shall inform Subscriber in writing of the intended changes (an email sent to Subscriber's Point of Contact indicated in the applicable Statement of Work or Order Form is sufficient). Subscriber shall have two (2) weeks to reasonably object to such change in writing. After this time period has expired without any reasonable objections by Subscriber, the change shall be deemed agreed between the Parties and the Authorized Subcontractors/Sub-processors shall be deemed updated. Please note that, should Subscriber reasonably object to a change and such change is not implemented due to such reasonable objection by the Subscriber, Subscriber may not be able to use the Services related to such change, provided that this inability to use shall not allow Subscriber to terminate the Agreement and/or a Statement of Work in whole or in part. In such cases, the Services shall be provided without the involvement of the objected Subcontractors/Sub-processors to the extent possible. Notwithstanding the above, Market Logic may use subcontractors without having to obtain written consent from Subscriber where such subcontractors are used in the day-to-day business of Market Logic. Market Logic will obligate its Authorized Subcontractors/Sub-processors (if any) to adhere to and uphold IT-security and confidentiality obligations that are at least as protective as those rights of Subscriber provided for in this Agreement.

Notwithstanding the permitted subcontracting of Services hereunder, Market Logic will remain liable for all of its obligations under this Agreement, and for the acts and omissions of all Market Logic employees in connection with the performance of Services or provision of Software Services.

Where Subscriber has purchased a Connector under the applicable Statement of Work or Order Form, Section 4.4.5. of this Agreement applies.

**18.5. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**18.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**18.7. Information Security.** Market Logic shall be responsible for implementing and maintaining information security controls in line with standard industry practices as set out here: [Information Security Requirements](#). Those requirements are designed to: a) ensure the security, confidentiality and integrity of Services and Subscriber Data; b) protect against any anticipated threats or hazards to the security or integrity of the Services and Subscriber Data; c) protect against unauthorized physical or logical access to or use of Services and Subscriber Data; d) ensure the secure disposal of Subscriber Data as per reasonable instructions of the Subscriber; e) ensure the security and integrity of the operational environment, including the network connectivity, supporting the Services; f) ensure that changes to the Services and operational environment supporting the Services are managed following



formal processes; g) segregate Subscriber Data from those of other Market Logic customers; and h) ensure appropriate measures to protect against loss of Subscriber Data.

**18.8. Data Protection.** The Parties agree to fully comply with applicable data protection laws.

**18.9. Governing Law.** In all respects this Agreement will be governed by, and construed in accordance with, the substantive laws Germany and the Place of Jurisdiction shall be Berlin.

**18.10. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**18.11. Surviving Provisions.** Section 7 (Fees and Payment), Section 10 (Ownership), Section 11 (Confidentiality), Section 12 (Warranties and Disclaimers), Section 14 (Limitation of Liability), Section 16.4 (Effect of Termination), Section 17 (Notices) and Section 18 (General Provisions) shall survive any termination or expiration of this Agreement.

**18.12. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, except that either party may assign all of its rights and delegate all of its obligations under this Agreement without needing the other party's consent to an entity: (a) which such party owns or controls; or (b) by which such party is owned or controlled. In addition, either party may, without needing the other party's consent assign any of its rights or obligations under this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any consent required by this paragraph will not be unreasonably withheld, conditioned, or delayed. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**18.13. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Statement of Works and/or Order Forms, constitute the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment and/or supplement of any provision of this Agreement shall be effective unless in writing and either (i) signed by hand or electronically via a recognized e-signature tool or (ii) approved as per the email notification procedure set out below. **Email Notification Procedure:** If Market Logic intends to amend a provision of this Agreement, including all exhibits and addenda, Market Logic shall inform Subscriber in writing of the intended changes (an email sent to Subscriber's Point of Contact indicated in the applicable Statement of Work or Order Form is sufficient). Subscriber shall have two (2) weeks to reasonably object to such change in writing. After this period has expired without any reasonable objections by Subscriber, the change shall be deemed agreed between the Parties and the Agreement shall be deemed amended. Should Subscriber reasonably object to a change and such change is not implemented due to such reasonable objection by the Subscriber, Subscriber may not be able to use the Services related to such change, provided that this inability to use shall not allow Subscriber to terminate the Agreement and/or a Statement of Work in whole or in part. In such cases, the Services shall be provided without the involvement of the respective change to the extent possible. Any waiver of obligations under this Agreement, which shall be effective only if in writing and signed by hand or electronically via a recognized e-signature tool by either Party waiving an obligation in favor of the other Party. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Statement of Work, the terms of the applicable Statement of Work shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Purchase Order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**18.14. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations and/or any obligations relating to the protection of or restrictions applicable to the other party's Confidential Information or IP Rights ) due to circumstances beyond such party's reasonable control, including, but not limited to, actions or inactions of government, flood, fire, earthquakes, adverse weather conditions, civil unrest, acts of terror, wars, pandemics, strikes or other labor problems (excluding those involving such party's employees), border delays, shortages of materials, service disruptions involving hardware, software, power or utility systems not within such party's reasonable control, and denial of service attacks.

**18.15. Counterparts.** This Agreement and any Statement of Work issued hereunder may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement made, if requested each party shall provide the others with the original of such counterpart as soon as reasonably possible after. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**18.16. Branding Rights.** The Subscriber hereby grants Market Logic a non-exclusive, worldwide, royalty-free license to use the Subscriber's name and logo ("**Marks**") for marketing and promotional purposes, both online and offline, during the term of this Agreement. Company may use the Marks in marketing materials, including but not limited to, website content, social media posts, case studies, and other promotional collateral, solely for the purpose of promoting the Subscriber's use of the Services. Market Logic shall use the Marks in a manner consistent with the Subscriber's brand guidelines, if provided, and shall not modify, alter, or distort the Marks in any way that could negatively impact the Subscriber's brand image. Upon termination of this Agreement or by written notice from the Subscriber pursuant to Section 17 above, Market Logic shall cease using the Marks within a reasonable period, taking into account the nature of the marketing materials and the time required to implement such changes.

These Terms and Conditions were last updated on February 26<sup>th</sup>, 2024.