

Data subscription agreement

This Data Subscription Terms (the “**Terms**”) sets forth the terms and conditions applicable to Data subscriptions between the Eversight Inc., an affiliate of Maplebear Inc. d/b/a Instacart (“**Provider**”) and the Party subscribing to the Data set forth on the applicable Order Form (“**Subscriber**”). Subscriber and Provider may be referred to collectively as the “**Parties**” or individually as a “**Party**.” Provider’s offer of the Data via Order Form, and Subscriber’s purchase of the corresponding Subscription, constitutes each Party’s respective acceptance of and their entry into these Terms, and each Party’s agreement to be bound by the terms hereof. Provider may update the Terms from time to time without notice to Subscriber. Unless defined elsewhere in this Terms, terms in initial capital letters have the meanings set forth in Section 9 (Definitions).

1. General

- a. **Data Subscription.** Provider will supply and sell to Subscriber, and Subscriber will receive and purchase, respectively, a Subscription to the Data as set forth in the applicable Order Form in accordance with this Terms. A Subscription, as described in the applicable Order Form, includes Data from the Instacart platform which may be accessed via Provider’s portal (collectively, “**Downloaded Data**”). Provider shall determine the frequency of updates to the Data. The fees or rates for the Subscription (“**Fee**”), shall be as set forth in the applicable Order Form.
- b. **Terms.** The Subscription is subject to and governed by the terms of these Terms, the Order Form, and any amendments to any of the foregoing as may be agreed upon by the Parties, each of which are incorporated herein. In the event of any conflict between the terms and conditions of the various components of the Subscription, the following order of precedence will apply: (1) any amendment agreed upon by the Parties; (2) these Terms; and (3) the Order Form, unless specifically stated in applicable Order Form signed by both parties. The Parties further acknowledge that the Subscription is subject to Provider’s acceptable use policy, if any, and as may be updated from time to time, and such terms shall prevail to the extent that they conflict with any of the foregoing components of the Subscription.
- c. **Third Party Data and Terms.** Notwithstanding anything to the contrary stated in this Terms, Subscriber agrees that Subscriber’s access to and use of Third Party Data included within a Subscription (if any) may be subject to any additional or different terms, conditions and policies applicable to such Third Party Data (such as terms of service or privacy policies of the person or entity that makes available the Third Party Data (collectively, “**Third Party Terms**”). Third Party Terms typically will be referenced in the Order Form. Subscriber agrees that it will be subject to and will comply with Third Party Terms. By accessing or using Third Party Data made available under a Order Form, Subscriber is directing Provider to access, route and transmit to Subscriber the applicable Third Party Data.

2. Authorization

- a. **Grant of License.** Provider hereby grants to Subscriber, its Affiliates, and each of their Users, a nonexclusive, worldwide, nontransferable license to receive, retain, use, and modify the Data and to create Derived Data using the Data, in each case subject to and in accordance with the terms hereof and the Order Form. Provider retains all rights not expressly granted to Subscriber under this Terms. Notwithstanding the foregoing, the rights and licenses granted to Subscriber with regard to Third Party Data may be more limited than the rights and licenses set forth above. Any additional or different rights or licenses that apply to Third Party Data will be included in the Order Form.
- b. **Affiliates and Users.** With respect to Affiliates and Users (including Contractors) that Subscriber allows to use the Data: (a) Subscriber remains responsible for all obligations hereunder arising in connection with such Affiliate’s and User’s processing of the Data; and (b) Subscriber agrees to be directly liable for any and all acts and omissions by such Affiliate or User to the same degree as if the act or omission were performed by Subscriber such that a breach by an Affiliate or a User of the provisions of this Terms will be deemed to be a breach by Subscriber. The performance of any act or omission under this Terms by an Affiliate or a User for, by or through Subscriber will be deemed the act or omission of Subscriber.
- c. **Restrictions.** Except as specifically provided in these Terms and subject to applicable Law, Subscriber and any other User of Data, or any subset thereof, may not: (a) publish, disseminate, distribute or

provide access of any kind to the Data, or any material subset thereof, to any third party; (b) sell, sublicense, loan, lease, assign, authorize others to access, use, or disclose, or attempt to grant any rights to, the Data, or any material subset thereof, to third parties; (c) except as permitted by Law, decompile, reverse engineer, or otherwise attempt to derive source code from the Data; (d) use the Data or any material subset thereof to act as a consultant, service bureau, or application service provider; or (e) to the extent the Data is provided in a manner that does not identify an individual, use the Data to create, generate, or infer any information relating to the identity of an individual. Subscriber will not remove, delete or alter any trademarks, copyright notices, or other Proprietary Rights notices of Provider or its licensors, if any. Additional restrictions may be included in the Order Form.

3. Proprietary Rights

- a. **Data.** Provider will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in these Terms will be construed or interpreted as granting to Subscriber any rights of ownership or, except as expressly provided herein, any other Proprietary Rights in or to the Data.
- b. **Feedback.** If Subscriber provides any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Data ("**Feedback**"), Provider may use, incorporate, and otherwise practice Feedback in Provider's products and services. Subscriber will have no obligation to provide Feedback, and all Feedback is provided by Subscriber "as is" and without warranty of any kind.
- c. **Derived Data.** Except for the Data that may be included in Derived Data, Subscriber represents and warrants to Provider that it owns all right, title and interest in and to the Derived Data, including all Proprietary Rights therein. Nothing in these Terms will be construed or interpreted as granting to Provider any right, title or interest or except as expressly provided herein, any other Proprietary Rights in or to the Derived Data.

4. Warranties

- a. **Restrictions on Personal Data.** Provider represents and warrants that, to the extent any of the Data (i) identifies or can be used by Subscriber or any third party (other than Subscriber or its licensors) to identify a natural person or (ii) otherwise may be deemed to be Personal Data or personal information under applicable Law, that such Data: (a) has already lawfully been made available to the general public, such as via governmental records, widely distributed media, or legally required public disclosures; and (b) does not include Sensitive Personal Data about an individual or shall not otherwise be deemed to be Sensitive Personal Data. For example, none of the Data will include (i) any consumer reports as defined in the Fair Credit Reporting Act, as amended ("**FCRA**"), (ii) nonpublic personal information as defined under the Gramm-Leach-Bliley Act, as amended ("**GLBA**"), (iii) protected health information as defined under the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**") that has not been de-identified in compliance with HIPAA, or (iv) special categories of personal data as defined in the General Data Protection Regulation ("**GDPR**"), as amended. Parties represent and warrant that where any Personal Data is Processed under this Terms, that Parties will enter into a data processing Terms or equivalent, as required under applicable Law.
- b. **Additional Data Warranties.** Provider further represents and warrants that (a) Provider will use industry standard practices designed to detect and protect the Data against any viruses, "Trojan horses", "worms", spyware, adware, or other harmful code designed or used for unauthorized access to or use, disclosure, modification, or destruction of, information within the Data, or interference with or harm to the operation of the Data or any systems, networks, or data, including, as applicable, using anti-malware software and keeping the anti-malware software up to date prior to making the Data (including any updated, revised or additional Data made available by Provider) available to Subscriber.
- c. **Remedies.** If any Data fails to conform to the foregoing warranties, Provider will promptly, at its option and expense, correct the Data as necessary to conform to the warranties. If Provider does not correct the Data to conform to the warranties within a reasonable time, not to exceed sixty (60) calendar days, as Subscriber's sole remedy and Provider's exclusive liability, Subscriber may terminate the Subscription and this Terms and shall receive a refund of any prepaid fees prorated for the unused portion of the Subscription and the portion of the Subscription's noncompliance, as measured from the time Subscriber reports the noncompliance to Provider as set forth in the Notice section of this Terms.
- d. **Warranty Exclusions.** Provider will have no liability or obligation with respect to any warranty to the

extent any nonconformity is attributable to any: (a) use of the Data by Subscriber in violation of this Terms or applicable Law; or (b) modifications to the Data made by Subscriber or its Personnel; where in each of (a) and (b) such nonconformity would not have occurred absent such use or modification by Subscriber.

- e. **Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Terms and that the execution and delivery of these Terms has been duly authorized; and (b) these Terms and such Party's performance hereunder will not breach any other Terms to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.
- f. **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, REGARDING THE DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Provider does not warrant: (a) that the Data will meet Subscriber's requirements; or (b) that the Data will be accurate, complete, or up-to-date.

5. Confidentiality

- a. **Confidential Information.** "Confidential Information" means the Data (including the selection, arrangement, and compilation thereof) and any nonpublic information directly or indirectly disclosed or made accessible by Provider (the "Disclosing Party") to Subscriber (the "Receiving Party") pursuant to this Terms that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); (e) is developed by the Receiving Party independently from this Terms and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights; or (f) was required by applicable Law to be disclosed by Subscriber to the extent so disclosed. Except for rights expressly granted in this Terms, each Party reserves all rights in and to its Confidential Information.
- b. **Obligations.** Subscriber agrees not to use or disclose the Confidential Information other than as expressly authorized by these Terms. Subscriber agrees to safeguard the Confidential Information against unauthorized use or disclosure with means at least as stringent as those it uses to safeguard its own confidential information, and in no event with less than reasonable means. Subscriber will promptly notify Provider if it becomes aware of any unauthorized use or disclosure of the Confidential Information, and reasonably cooperate with Provider in attempts to limit disclosure. If and to the extent required by Law, Subscriber may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as Subscriber is legally permitted) to Provider to permit Provider to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure.

6. Limitations of Liability

- a. **Disclaimer.** SUBJECT TO SECTIONS 6(c) (EXCEPTIONS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- b. **General Cap.** SUBJECT TO SECTIONS 6(c) (EXCEPTIONS), NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS TERMS, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL EXCEED THE GREATER OF THREE TIMES THE SUBSCRIBER SPEND IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES OR \$1 MILLION. "SUBSCRIBER SPEND" MEANS THE AGGREGATE OF ALL FEES AND OTHER AMOUNTS PAID AND PAYABLE BY SUBSCRIBER TO PROVIDER UNDER THIS TERMS AND THE APPLICABLE ORDER FORM(S).
- c. **Exceptions.** THE EXCLUSIONS OF OR LIMITATIONS ON LIABILITY SET FORTH IN SECTION 6(a) (DISCLAIMER) AND 6(b) (GENERAL CAP) WILL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM A

PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF LAW. THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 6(b) (GENERAL CAP) WILL NOT APPLY TO: (A) A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) A PARTY'S BREACH OF THE CONFIDENTIALITY REQUIREMENTS UNDER THIS TERMS.

7. Indemnification

- a. **Provider Indemnity.** Provider will, at its expense, indemnify, defend and hold harmless Subscriber and each of Subscriber's Affiliates and their respective officers, directors, employees, agents, representatives, successors, and assigns (collectively, "**Subscriber Indemnified Parties**") from and against any and all claims, actions, proceedings, and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements, penalties, fines, deficiencies, judgments, awards, costs, and expenses of whatever kind, including reasonable attorneys' fees, other fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers ("**Claims**"), to the extent arising out of or relating to (a) any actual or alleged breach of Provider's representations and warranties in Section 4.1 (Restrictions on Personal Information); (b) any actual or alleged failure by Provider to obtain and hold sufficient legal right and any consents, authorizations, and other rights and permissions under applicable Laws necessary to transmit to, or provide Subscriber with, access to the Data for the purposes set forth in this Terms and to authorize Subscriber to access and use the Data as set forth in this Terms (without any payment by Subscriber to any third party and without the need for Subscriber to clear or obtain additional rights to access and use the Data as authorized hereunder); (c) any actual or alleged infringement, misappropriation, or violation of any Proprietary Rights, right of publicity, or privacy or other rights of a third party by the Data or Subscriber's exercise of its rights under this Terms; (d) any Data that actually or allegedly is libelous, defamatory, obscene, or unlawful; or (e) any Data that actually or allegedly does not include all information and disclosures required by applicable Law.
- b. **Subscriber Indemnity.** Subscriber will, at its expense, indemnify, defend and hold harmless Provider and each of Provider's Affiliates and their respective officers, directors, employees, agents, representatives, successors, and assigns (collectively, "**Provider Indemnified Parties**") from and against any and all claims, actions, proceedings, and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements, penalties, fines, deficiencies, judgments, awards, costs, and expenses of whatever kind, including reasonable attorneys' fees, other fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers ("**Claims**"), to the extent arising out of or relating to (a) any actual or alleged breach of Subscriber's representations and warranties in these Terms or any Order Form; (b) any actual or alleged failure by Subscriber to obtain and hold sufficient legal right and any consents, authorizations, and other rights and permissions under applicable Laws necessary to transmit to, or provide Subscriber with, access to the Data for the purposes set forth in this Terms and to authorize Subscriber to access and use the Data as set forth in this Terms (without any payment by Subscriber to any third party and without the need for Subscriber to clear or obtain additional rights to access and use the Data as authorized hereunder); (c) any use of Data by Subscriber in contravention of the terms set forth herein or in any applicable Order Form.
- c. **Process.** The Party(ies) seeking indemnification pursuant to this Section 7 (Indemnification) (each, an "Indemnified Party" and collectively, the "Indemnified Parties") will give the other party (or its successor or assign), as the indemnifying party pursuant to Section 7(a) or 7(b) (the "Indemnifying Party"), sole control over the defense and/or settlement of each Claim (subject to the provisions of this Section 7(c) (Process)), prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. Notwithstanding anything to the contrary, an Indemnified Party may participate in the defense at its own expense. The Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that (i) includes any admission of guilt or wrongdoing by any Indemnified Party, (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 7 (Indemnification), (iii) imposes any non-monetary obligations on any Indemnified Party, and (iv) does not include a full and unconditional release of any Indemnified

Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in clause (a) of this Section 7(b)(Process). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

- d. **Infringement Remedy.** In addition to Provider's obligations under Section 7(a) (Provider Indemnity), if the Data is held, or in Provider's opinion is likely to be held, to infringe, misappropriate, or violate any Proprietary Rights or other rights of a third party, or, if based on any claimed infringement, misappropriation, or violation of any Proprietary Rights or other rights of a third party, an injunction is obtained, or in Provider's opinion an injunction is likely to be obtained, that would prohibit or interfere with Subscriber's use of the Data under this Terms, then Provider will at its expense either: (a) procure for Subscriber the right to continue using the affected Data in accordance with the authorization provided under this Terms; or (b) modify or replace the affected Data so that the modified or replacement Data are reasonably comparable and do not infringe, misappropriate, or violate any Proprietary Rights or other rights of a third party. If, in such circumstances, Provider does not successfully accomplish any of the foregoing actions on a commercially reasonable basis, either Party may terminate the Subscription and this Terms and Provider will refund to Subscriber all prepaid, unused amounts for the Subscription as well as fees paid for the Subscription beginning at the time the cause of action giving rise to the infringement or misappropriation claim first arose.
- e. **Limitations.** Provider will have no liability or obligation under this Section 7 (Indemnification) with respect to any infringement or misappropriation Claim to the extent attributable to any modifications to the Data by Subscriber or its Personnel or use of the Data by Subscriber in breach of this Terms, where such infringement Claim would not have arisen absent such modification or use. Notwithstanding the foregoing, the foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

7. Term and Termination

- a. **Term.** This Terms will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Terms.
- b. **Termination for Cause.** Either Party may terminate the Subscription or this Terms if the other Party materially breaches this Terms and does not cure the breach within forty-five (45) calendar days following its receipt of written notice of the breach from the non-breaching Party.
- c. **Other Termination by Provider.** Provider may suspend or terminate Subscriber's Subscription or this Terms without refund of fees for any unused portion of a Subscription with Prepaid Pricing (other than as expressly set forth in the Order Form): (i) if required to comply with any applicable Law or requests of governmental entities; (ii) if Subscriber does not cooperate with any reasonable investigation by Subscriber of a suspected breach of this Terms; or (iii) if Provider determines that suspension is necessary to prevent or mitigate damage to Provider's, Provider Contractors' or Subscriber's systems or networks caused by a denial of service attack or other any act or omission of a third party, such as hacking or the introduction of viruses or other malware (a "Security Incident").
- d. **Effect of Termination.** Upon termination or expiration of the Subscription or this Terms, Subscriber's authorization to use the Data under such Subscription (or all Subscriptions if the Terms expires or is terminated) will terminate, Subscriber will lose access to the Data via whichever means it was receiving such Data during the Term, and if instructed by Provider, immediately destroy all other copies of the Data. Termination or expiration of any Subscription purchased by Subscriber from Provider will not terminate or modify any other Subscription purchased by Subscriber from Provider.
- e. **Survival.** Sections 3 (Proprietary Rights), 5 (Confidentiality), 6 (Limitations of Liability), 7 (Indemnification), 8(d) (Effect of Termination), 9 (General) and 10 (Definitions), together with all other provisions of this Terms that may reasonably be interpreted or construed as surviving expiration or termination of this Terms, will survive the expiration or termination of this Terms for any reason.

8. General

- a. **Applicable Law.** This Terms will be governed and interpreted under the laws of the State of California, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that the exclusive forum for any action or proceeding will be in the City of San Francisco, California, and the Parties consent to the jurisdiction of the state and federal courts located in San Francisco, CA. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Terms.
- b. **Assignment.** Neither Party may assign or transfer this Terms or any rights or delegate any duties

herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Terms, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or the assigning Party's entire business, whether by sale of assets, sale of stock, merger, or otherwise. Any attempted assignment, transfer, or delegation in contravention of this Section 9(b) (Assignment) will be null and void. This Terms will inure to the benefit of the Parties hereto and their permitted successors and Assigns.

- c. **Entire Terms.** This Terms constitutes the entire Terms between the Parties relating to the subject matter hereof, and there are no other representations, understandings or Terms between the Parties relating to the subject matter hereof. This Terms is solely between Subscriber and Provider. The terms and conditions of this Terms will not be changed, amended, modified, or waived unless such change, amendment, modification, or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS TERMS (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.
- d. **Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike, or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action, or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans, or other reasonable precautions (a "Force Majeure Event").
- e. **Export Laws.** Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, with respect to its activities under this Terms, including in the case of Subscriber, where Subscriber or its Users access or use the Data, and in the case of Provider, where Provider provides the Data. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, reexport, ship, or otherwise transfer the Data, to any country subject to an embargo or other sanctions by the United States.
- f. **Government Rights.** As defined in FARS §2.101, the Data constitutes "commercial items." Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display, or disclosure of such commercial Data by the U.S. government will be governed solely by the terms of this Terms and will be prohibited except to the extent expressly permitted by the terms of this Terms.
- g. **No Third-Party Beneficiaries.** Except as specified in Section 7 (Indemnification) with respect to Subscriber Indemnified Parties and Provider Indemnified Parties, nothing express or implied in this Terms is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- h. **Notices.** To be effective, notice under this Terms must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Terms. Each Party agrees that it may receive notices from the other Party regarding this Terms: (a) by email to the email address designated by such Party as a notice address for the Order Form; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.
- i. **Nonwaiver.** Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Terms will not be deemed a waiver of any such right, power, or privilege under this Terms. No waiver by either Party of a breach of any term, provision, or condition of this Terms by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.
- j. **Publicity.** Neither Party will issue any publicity materials or press releases that refer to the other

Party or its Affiliates, or use any trade name, trademark, service mark, or logo of the other Party or its Affiliates in any advertising, promotions, or otherwise, without the other Party's prior written consent.

- k. **Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Terms will create or imply an agency relationship between Subscriber and Provider, nor will this Terms be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Subscriber and Provider. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.
- l. **Severability.** If any term or condition of this Terms is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Terms will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by Law.
- m. **Subcontracting.** Provider may use Subcontractors in its performance under this Terms subject to applicable Law, provided that: (a) Provider remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Provider or cause any loss of warranty under this Terms; and (b) Provider agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Provider such that a breach by a Subcontractor of the provisions of this Terms will be deemed to be a breach by Provider. The performance of any act or omission under this Terms by a Subcontractor for, by, or through Provider will be deemed the act or omission of Provider.

9. Definitions

- a. **"Affiliate"** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.
- b. **"Contractor"** means any third party contractor of Subscriber or other third party performing services for Subscriber, including business process outsourcing service providers.
- c. **"Data"** means the data identified in the applicable Order Form, including Third Party Data, Personal Data, and any other data, including any revisions, updates, modifications, enhancements, and additional data that Provider provides, or is obligated to provide, under this Terms.
- d. **"Data Protection Law"** means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Terms, including Regulation 2016/679 (General Data Protection Regulation) ("GDPR") and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) ("CCPA").
- e. **"Derived Data"** means any data, work product or other items, information or materials derived from or created by or for Subscriber using the Data, including data analytics, reports, research, analysis, tools, notes, presentations, discussions and/or models, calculations, algorithms or statistical methods, but excluding any unmodified Data as provided by Provider under this Terms.
- f. **"Order Form"** means the applicable offer by Provider for a subscription to Data executed by both Provider and Subscriber and subject to the terms and conditions of the Terms.
- g. **"Law"** or **"Laws"** means all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time, including all applicable Data Protection Law.
- h. **"Personal Data"** means Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. "Personal Data" includes equivalent terms in other Data Protection Law, such as "personal information."
- i. **"Personnel"** means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors, and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).
- j. **"Prepaid Pricing"** means a pricing model for Data Subscriptions where Subscriber purchases a quantity of usage upfront, upfront as specified in the applicable DSA Offer.
- k. **"Process," "Processed," or "Processing"** means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.
- l. **"Proprietary Rights"** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.
- m. **"Sensitive Personal Data"** means the following types and categories of Personal Data as defined

under applicable Data Protection Law, such as: (1) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (2) genetic data; (3) biometric data; (4) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (5) data concerning a natural person's sex life or sexual orientation; (6) government identification numbers (e.g., SSNs, driver's license); (7) payment card information; (8) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (9) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject's account; and (10) precise geolocation. "Sensitive Personal Data" includes equivalent terms in other Data Protection Law, such as "special categories of personal data" or "sensitive personal information," as context requires.

- n. "**Subcontractor**" means any third party subcontractor or other third party to whom Provider delegates any of its duties and obligations under this Terms.
- o. "**Subscription**" means Subscriber's entitlement to Data listed and provided by Provider in applicable data base under the terms of this Terms and as listed in the applicable Order Form.
- p. "**Third Party Data**" means information or data that Provider obtains from a third party and makes available to Subscriber pursuant to a Order Form.
- q. "**User**" means an employee, non-employee worker or other member of Subscriber or any of its Affiliates' workforces, Contractor of Subscriber, or any of its Affiliates, or other person, Data program, or computer systems authorized by Subscriber or any of its Affiliates to access and use the Data as permitted under this Terms.

March 11, 2025
