

DATA SUBSCRIPTION AGREEMENT FOR PROSPER INSIGHTS & ANALYTICS THROUGH THE DATAPOSTIE PLATFORM

1. Scope.

1.1 Terms and Conditions. This Data Subscription Agreement for Prosper Insights and Analytics (the "DSA") sets forth the terms and conditions applicable to Data subscriptions between the Party offering the Data under a DSA Offer ("Seller") and the Party subscribing to the Data ("Buyer") through the DataPostie Platform. Seller's offer of the Data as a DSA Offer on the DataPostie Platform, and Buyer's purchase of the corresponding Subscription on the DataPostie Platform, constitutes each Party's respective acceptance of this DSA and their entry into this Agreement (defined below) with respect to the Subscription. Unless defined elsewhere in this DSA, terms in initial capital letters have the meanings set forth in Section 12. Buyer and Seller may be referred to collectively as the "Parties" or individually as a "Party".

1.2 Data Subscription. Seller will supply and sell to Buyer, and Buyer will receive and purchase, respectively, a Subscription to the Data as set forth in the DSA Offer in accordance with this Agreement. A Subscription may be provided on a Prepaid Pricing basis or, to the extent available, Consumption Pricing or other fee structure through the functionality available through DataPostie Services. The fee or rate for the Subscription is set forth in the applicable DSA Offer.

1.3 Agreement. The Subscription is subject to and governed by this DSA, the applicable DSA Offer, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Seller (the "Agreement"). Each Subscription is the subject of a separate agreement between Buyer and Seller. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (1) any amendment agreed upon by the parties, (2) this DSA, and (3) the DSA Offer.

2. Authorization.

2.1 Data. Seller hereby authorizes Buyer, its Affiliates and their Users, subject to their compliance with the requirements and restrictions set forth in this Section 2 and 6, on a nonexclusive, worldwide (subject to Section 11.5), nontransferable (except in connection with an assignment permitted under Section 11.2) basis, under all Proprietary Rights in and to the Data, to receive, retain, use, modify and create Derived Data using the Data in accordance with the applicable DSA Offer. Buyer may use the Data, including as contained within Derived Data, solely on computers owned or controlled by Buyer and solely for Buyer's and its Affiliates' internal business operations. Buyer may make a reasonable number of copies of any Documentation made available to Buyer by the Seller as necessary to use such Data in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and

other notices on all copies. Seller retains all rights not expressly granted to Buyer under this Agreement.

2.2 Affiliates and Contractors. With respect to Affiliates and Contractors that Buyer allows to use the Data: (a) Buyer remains primarily responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Data; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3 Restrictions. Except as specifically provided in this Agreement, Buyer and any other User of Data, or any material subset thereof, may not: (a) publish, disseminate, distribute or provide access of any kind to the Data to any third party, or any material subset thereof, to any third party; (b) sell, rent, loan, 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; and (d) use the Data or any material subset thereof to act as a consultant, service bureau or application service provider. Buyer will not remove, delete or alter any trademarks, copyright notices or other Proprietary Rights notices of Seller or its licensors, if any.

2.4 No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Data or any part thereof ("Additional Terms") will be binding on Buyer or its Users, even if use of the Data, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Data, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Data, purchase type, subscription type, Data format, delivery type, fee structure (Prepaid Pricing or other), and any technical requirements for use of the Dataset forth or referenced in the DSA Offer are not Additional Terms subject to this Section.

3. Validation. For any Subscription with Prepaid Pricing (a) that is \$100,000 or more, or (b) that has a Subscription period of one year or more, but (c) excluding any Subscription that is a renewal of an expiring Subscription, then this Section 3 will apply.

3.1 Validation Period. For a period of 60 days from purchase of the Subscription ("Validation Period"), Buyer may review, test, and evaluate the Data to determine whether the Data conforms, in all material respects, to the DSA Offer for the Data. During the Validation Period, and at no additional cost to Buyer, Seller will be available to provide consultation related to technical support of the Data and as reasonably requested by Buyer; however, Buyer is responsible for any testing during the Validation Period.

3.2 Acceptance. The Data will be deemed accepted upon conclusion of the Validation Period unless Buyer has notified Seller in writing of the Data's nonconformity, in any material respect, with its Documentation during the Validation Period. Buyer's acceptance of the Data does not waive or discharge any of Seller's responsibilities for

the Data's compliance with the warranties set forth in this Agreement, or any of Buyer's rights and remedies or Seller's duties and obligations with respect thereto.

3.3 Nonconformities. If Buyer notifies Seller within the Validation Period of any nonconformity of the Data, in any material respect, with its Documentation, then Seller will have a 30 day period to fix the Data to comply with its Documentation in all material respects and resubmit the Data to Buyer for review, in which case the Validation Period will recommence in its entirety. If the resubmitted Data does not comply with the Documentation in all material respects, then Buyer may reject the Data, cancel the Subscription without further liability and require Seller to promptly and fully refund Buyer's payment for the cancelled Subscription. The right to cure and cure periods in Section 9 will not apply to any such termination.

4. Proprietary Rights.

4.1 Data. Seller will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other Proprietary Rights in or to the Data.

4.2 Feedback. If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Data ("Feedback"), Seller may use and incorporate Feedback in Seller's products and services. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

4.3 Derived Data. Except for the Data that may be included in Derived Data, Buyer owns all right, title and interest in and to the Derived Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Seller any right, title or interest or any other Proprietary Rights in or to the Derived Data.

5. Warranties.

5.1 No Personal Information. Seller represents and warrants that: (a) the Data will not include, and the Seller will not otherwise provide to Buyer, any personally identifiable information or any information that is subject to the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Gramm-Leach-Bliley Act, the General Data Protection Regulation (Regulation (EU) 2016/679) or any other applicable data privacy laws, rules and regulations in any jurisdiction worldwide; and (g) without limiting the foregoing, the collection, recording, organization, processing, storage, transmission, dissemination, adaptation or alteration, combination, retrieval, consultation, use and authorization by Seller and its Personnel and suppliers of or to any part of the Data has been conducted in compliance with all applicable laws and regulations (including, to the extent applicable, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Gramm-Leach-Bliley Act, the General Data Protection Regulation (Regulation (EU) 2016/679)), and the lawful use of the Data by Buyer and its Users as permitted under this Agreement is not restricted or prohibited by, or contingent upon compliance with, any such law or regulation.

5.2 Additional Data Warranties. Seller further represents and warrants that (a) Seller 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 Seller) available to Buyer; and (b) the Data, and Buyer's use thereof as permitted under this Agreement, will not be subject to any terms that require that any data, software, documentation or other materials integrated, networked or used by Buyer with the Data, in whole or in part, be disclosed or distributed in source code form, be provided to others for the purpose of, or with authorization for making derivative works, or be redistributable at no charge.

5.3 Remedies. If any Data fails to conform to the foregoing warranties, Seller promptly will, at its option and expense, correct the Data as necessary to conform to the warranties. If Seller does not correct the Data to conform to the warranties within a reasonable time, not to exceed 30 days, as Buyer's sole remedy and Seller's exclusive liability (except as provided in Section 8, Indemnification), Buyer may terminate the Subscription and this Agreement and 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 Buyer reports the noncompliance to Seller through Seller's support channel.

5.4 Warranty Exclusions. Seller 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 Buyer in violation of this Agreement or applicable Law; or (b) modifications to the Data made by Buyer or its Personnel; where in each of (a) and (b) such nonconformity would not have occurred absent such use or modification by Buyer.

5.5 Power and Authority. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.6 Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, 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 AND NONINFRINGEMENT. Seller does not warrant: (a) that the Data will meet Buyer's requirements; or (b) that the Data will be accurate, complete or up-to-date.

6. Confidentiality.

6.1 Confidential Information. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to this

Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Data is Confidential Information of Seller.

6.2 Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Data, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

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

obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

7. Limitations of Liability.

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

7.2 General Cap. SUBJECT TO SECTIONS 7.3 AND 7.4, NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT AND ANY OTHER DSA FOR DATAPOSTIE LTD, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE GREATER OF THREE TIMES THE BUYER SPEND IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES OR \$1 MILLION. "BUYER SPEND" MEANS THE AGGREGATE OF ALL FEES AND OTHER AMOUNTS PAID AND PAYABLE BY BUYER TO SELLER UNDER THIS AGREEMENT AND ANY OTHER DSA FOR THE DATAPOSTIE PLATFORM.

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

7.4 Direct Damages. THE PARTIES AGREE THAT, FOR THE PURPOSES OF THIS SECTION 7, THE FOLLOWING ARE AND WILL BE DEEMED TO BE DIRECT DAMAGES AND NOT SUBJECT TO SECTION 7.1: (a) WITH RESPECT TO A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT, ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; AND (b) WITH RESPECT TO ANY PERSONAL OR SENSITIVE INFORMATION (INCLUDING AS DESCRIBED IN SECTIONS 5.1(e) AND (f), BUYER'S COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION RESULTING FROM A BUYER'S RECEIPT, ACCESS OR USE OF SUCH INFORMATION , INCLUDING NOTICE OF BREACH TO AFFECTED INDIVIDUALS, INDUSTRY SELF-REGULATORY AGENCIES, GOVERNMENT AUTHORITIES AND THE PUBLIC, AND CREDIT AND IDENTITY THEFT MONITORING SERVICES FOR AFFECTED INDIVIDUALS; AND (2) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER RESULTING FROM BUYER'S RECEIPT, ACCESS OR USE OF SUCH INFORMATION, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8. Indemnification.

8.1 Seller Indemnity. Seller will, at its expense, indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "Buyer Indemnified Parties") from and against

any and all claims, actions, proceedings and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("Claims"), to the extent arising out of or relating to (a) any actual or alleged breach of Seller's representations and warranties in Section 5.1; (b) any actual or alleged failure by Seller to obtain and hold sufficient legal right and any consents, authorizations and other rights and permissions necessary to transmit to or provide Buyer with access to the Data for the purposes set forth in this Agreement and to authorize Buyer to access and use the Data as set forth in this Agreement (without any payment by Buyer to any third party and without the need for Buyer to clear or obtain additional rights to access and use the Data as authorized hereunder); (d) 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 Buyer's exercise of its rights under this Agreement; (e) 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 laws and regulations.

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

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

actions on a commercially reasonable basis, either Party may terminate the Subscription and this Agreement and Seller will refund to Buyer all prepaid, unused amounts for the Subscription as well as fees paid for the Subscription beginning at the time the infringement claim first arose.

8.4 Limitations. Seller will have no liability or obligation under this Section 8 with respect to any infringement Claim to the extent attributable to any modifications to the Data by Buyer or its Personnel or use of the Data by Buyer in breach of this Agreement, where such infringement Claim would not have arisen absent such modification or use.

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

9. Term and Termination.

9.1 Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

9.2 Termination for Convenience. Buyer may terminate the Subscription or this Agreement without cause at any time using the termination or cancellation functionality available through the DataPostie Platform, by getting in touch with the DataPostie team through the support link provided on the platform. If a Subscription with Consumption Pricing, Buyer will pay for all Data usage up to the time of termination. If a Subscription with Prepaid Pricing, Buyer will not be entitled to refund of fees for any unused portion of the Prepaid Subscription.

9.3 Termination for Cause. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party.

9.4 Effect of Termination.

9.4.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's authorization to use the Data under such Subscription will terminate, and, within 90 days following such termination or expiration, Buyer will return, or if instructed by Seller, destroy the Data. Termination or expiration of any Subscription purchased by Buyer from Seller will not terminate or modify any other Subscription purchased by Buyer from Seller. Notwithstanding the foregoing, Buyer will not be required to return or destroy Data that is integrated into Derived Data.

9.4.2 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7 (Limitations of Liability), 8 (Indemnification), 9.4 (Effect of Termination), 10 (Insurance), 11 (General) and 12 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason.

10. Insurance.

10.1 Coverages. Subject to Seller's right to self-insure as described below, Seller will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

10.1.1 Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of \$5,000,000

per occurrence and \$5,000,000 general aggregate, and \$5,000,000 products/completed operations aggregate; and

10.1.2 Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of \$5,000,000 each claim and annual aggregate.

10.2 Umbrella Insurance; Self-Insurance. The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Seller will provide evidence of Seller's self-insurance program in a formal declaration (on Seller's letterhead, if available) that declares Seller is self-insured for the type and amount of coverage as described in Section 10.1. Seller's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Seller. The declaration also must identify which required coverages are self-insured and which are commercially insured.

10.3 Certificates and Other Requirements. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Seller furnish to Buyer a certificate of insurance evidencing the coverages set forth above naming Buyer as an additional insured on the Commercial General Liability coverage listed above. Seller's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Seller's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Seller's obligation to provide the insurance coverage specified.

11. General.

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

11.2 Assignment. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets related to the DSA Offer or the assigning Party's entire business, whether by sale of assets, sale of stock, merger or

otherwise. Any attempted assignment, transfer or delegation in contravention of this Section 11.2 will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Seller. Neither DataPostie Ltd nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

11.4 Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "Force Majeure Event"). If a Force Majeure Event continues for more than 14 days for any Subscription with Prepaid Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund for such unperformed portion.

11.5 Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Data, and in the case of Seller, where Seller provides the Data. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Data, to any country subject to an embargo or other sanction by the United States.

11.6 Government Rights. As defined in FARS §2.101, the Data and Documentation are "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 Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.7 Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain,

modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.8 No Third-Party Beneficiaries. Except as specified in Section 8 with respect to Buyer Indemnified Parties and Seller Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

11.9 Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the DSA; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

11.10 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

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

11.12 Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Seller, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Seller. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

11.13 Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

11.14 Subcontracting. Seller may use Subcontractors in its performance under this Agreement, provided that: (a) Seller remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Seller or cause any loss of warranty under this Agreement; and (b) Seller agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Seller such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Seller. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Seller will be deemed the act or omission of Seller.

12. Definitions.

12.1 "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

12.2 "DataPostie Platform" means the data distribution platform operated by DataPostie - a limited company registered in England and Wales - located at <https://prosper.datapostie.com/> as it may be updated from time to time.

12.3 "Consumption Pricing" means a pricing model for Data Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Data.

12.4 "Contractor" means any third party contractor of Buyer or other third party performing services for Buyer, including business process outsourcing service providers.

12.5 "Data" means the data identified in the applicable DSA Offer and any other data, including any revisions, updates, modifications, enhancements and additional data that Seller provides, or is obligated to provide, under this Agreement.

12.6 "Derived Data" means any data, work product or other items, information or materials derived from or created by or for Buyer 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 Seller under this Agreement.

12.7 "Documentation" means any manuals, instructions, specifications, documentation, and other materials related to the Data (including all information included or incorporated by reference in the applicable DSA Offer), together with all enhancements, modifications, derivative works, and amendments to those documents, that Seller publishes or provides under this Agreement.

12.8 "DSA Offer" means an offer by Seller, as set forth on the DataPostie Platform, for a subscription to Data or one-time purchase of Data subject to this DSA and the other terms and conditions of the Agreement.

12.9 "Prepaid Pricing" means a pricing model for Data Subscriptions where Buyer purchases a quantity of usage upfront.

12.10 "Prepaid Subscription" means the specified quantity of use of the Data with Prepaid Pricing that Buyer purchases upfront as specified in the applicable DSA Offer.

12.11 "Personnel" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

12.12 "Proprietary Rights" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

12.13 "Subcontractor" means any third party subcontractor or other third party to whom Seller delegates any of its duties and obligations under this Agreement.

12.14 "Subscription" means a subscription ordered by Buyer in the DataPostie Platform for access and use of Data as listed in a Seller DSA Offer.

12.15 "User" means an employee, non-employee worker or other member of Buyer or any of its Affiliates' workforces, Contractor of Buyer or any of its Affiliates or other person or Data program or computer systems authorized by Buyer or any of its Affiliates to access and use the Data as permitted under this Agreement.