

## CB INSIGHTS LEGACY TERMS OF SERVICE

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# 1. DEFINITIONS

**“Confidential Information”** means any information disclosed (in each case, by or on behalf of, a Party) in the course of this Agreement or applicable Order Form that is, or should be reasonably understood to be, confidential to a Party, including, without limitation, the terms of this Agreement and applicable Order Form(s), the Services and Licensed Materials (including Downloaded Content, as defined herein), as well as financial, business, and technical plans and strategies, pricing information, inventions, and new products, services, and technologies of either Party. Confidential Information does not include information that the recipient already rightfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party who was under no obligation of confidentiality.

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**“User” or “Users”** means an individual or individuals who are authorized by Licensee to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Licensee (or by Licensor at Licensee’s request). Users are limited to Licensee’s employees, contractors and agents who have a valid business relationship and email address with Licensee’s organization.

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**2.10.** Without Licensee's prior, written approval, Licensor shall not make any statement that could be interpreted to mean or imply that Licensee in any way endorses or is associated with Licensor. Notwithstanding the foregoing, if Licensee or authorized Users agrees to provide a case study or such written or public endorsement, Licensor is hereby granted an irrevocable, worldwide, limited license to use respective content, likeness, and/or name solely for purposes of the case study/endorsement. Under no circumstances shall either Party make any promotional announcements which disclose Confidential Information of the other Party.

**2.11. Third-Party Applications and Licensee Data.** Licensee acknowledges and agrees that if Licensee installs or enables optional Third-Party Applications for use with the Services (for example, Salesforce), that Licensor may provision such providers of those Third-Party Applications to access Licensee Data as required for the interoperation of such Third-Party Applications with the Services. Licensor shall not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Application providers, and any such access and use of Licensee Data shall be subject to the privacy policies of such Third-Party Application provider. Licensee acknowledges that the Service features that interoperate with optional third-party APIs or widgets (for example, Salesforce) depend on the continuing availability of these APIs or widgets and program for use with the Services. If these providers cease to make their API or widgets or program available on reasonable terms for the Services, Licensor may cease providing such service features without entitling Licensee to any refund, credit, or other compensation. For avoidance of doubt, the Licensee may

electively use the Services to restrict Users from installing or enabling such Third-Party Applications for use with the Services.

## 3. REGISTRATION AND SECURITY

**3.1. Registration and User ID Security.** Some of the Services require secure login through a unique username and password (collectively, "User ID"). If Users access the Services using secure User IDs, Licensee agrees as follows (and shall compel its Users to agree) for purposes of initial registration and general User ID security: (i) as part of the registration process which may be necessary to obtain access to the Services, Licensee shall provide certain truthful registration information to Licensor (subject to all confidentiality obligations stated herein), with each registration being for a single User only; (ii) Users shall have access to the Services during the Subscription Term through the User ID, which may be used by Users to gain access to the Services only for so long as such Users are authorized to access and use the Services in accordance with the terms of this Agreement or the applicable Order Form; and (iii) Licensee agrees to treat the User ID as confidential and, as to the Users, not to disclose or share such User ID, either directly or indirectly, to any person other than as directed by Licensee or permitted by Licensor in writing. Notwithstanding anything to the contrary stated herein, Licensor shall not be liable to Licensee or any third person or entity for any loss or damage arising from Licensee's failure to comply with these security requirements. If Licensee intends or directs User to sell or transfer a device on which the Services are accessed, Licensee agrees to remove any Licensed Materials and delete all internet files (i.e. cookies) obtained by or through use of the Services that are stored on such device.

**3.2. Audit and Monitoring.** Subject to any confidentiality obligations contained herein or in an applicable Order Form, CB Insights reserves the right to audit and monitor the use of the Services to ensure compliance with the terms of this Agreement and to maintain and improve the provision of the Services. Additionally, upon thirty (30) days written notice, Licensor may audit Licensee's use of the Services for compliance purposes relating to Sections 2 and 3 of this Agreement, particularly regarding User ID and Business Group compliance. Licensee agrees to cooperate with Licensor's audit and provide reasonable assistance and access to information. Licensee agrees to pay within thirty (30) days of written notification any applicable Overage Fees. Failure to pay any required Overage Fees can result in the end of technical support or termination of Licenses and/or this Agreement. Licensee agrees that Licensor shall not be responsible for any of Licensee's costs incurred in cooperating with the audit.

## 4. FEES AND PAYMENT FOR PURCHASED SERVICES

**4.1. Fees.** Licensee shall pay all fees specified in all applicable Order Forms hereunder. Except as otherwise specified herein or in an Order Form, fees: (i) are quoted and payable in United States dollars, (ii) are based on Services purchased and not actual usage, (iii) are noncancelable and nonrefundable, and (iv) cannot be decreased during the relevant subscription term stated on the Order Form.

**4.2. Invoicing and Payment.** Use of the Services is subject to timely payment by Licensee for all fees required by, and in the manner described under, the applicable Order Form. Licensee agrees to provide CB Insights with (i) complete and accurate billing and contact information; (ii) if applicable, valid and updated credit card information; (iii) if required, a valid purchase order; or (iv) if necessary, alternative documentation reasonably acceptable to CB Insights. If Licensee provides credit card information to CB Insights, Licensee authorizes CB Insights to charge such credit card for the Services listed in the applicable Order Form for the Subscription Term and any renewal subscription terms. Such charges shall be made in advance, in accordance with the billing frequency stated in the applicable Order Form. If Licensee requires the generation of a valid purchase order, Licensee acknowledges and agrees to use reasonable efforts to generate the purchase order within thirty (30) days after acceptance of an applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, CB Insights will invoice Licensee annually in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due in full within thirty (30) days from the invoice date. Licensee is responsible for maintaining complete and accurate billing and contact information, and notifying Licensor as to any changes.

**4.3. Overdue Charges.** If any charges are not received from Licensee by the due date, then at Licensor's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) Licensor may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).



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**7.1. Warranties.** Each Party represents and warrants that it has the legal power to enter into this Agreement. Licensee represents and warrants that Licensee will not transmit to Licensor any Malicious Code.

**7.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND LICENSED MATERIAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF CB INSIGHTS, CB INSIGHTS' AFFILIATES, AND CB INSIGHTS' OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "CBI PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY, OR USEFULNESS OF ANY PORTION OF THE SERVICES OR LICENSED MATERIALS. NONE OF THE CBI PARTIES WARRANT THAT THE SERVICES OR LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, WEBSITE AND/OR ITS SERVER(S), OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. LICENSEE EXPRESSLY AGREES THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED MATERIALS IS ASSUMED SOLELY BY LICENSEE. NONE OF THE CBI PARTIES MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR LICENSED MATERIALS INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR



DISSATISFACTION WITH THE SERVICES OR LICENSED MATERIALS IS TO STOP USING THE SERVICES. CBI PARTIES DO NOT AGREE TO ANY OBLIGATIONS OF CONFIDENTIALITY, NONDISCLOSURE OR NONUSE, EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN AN APPLICABLE ORDER FORM, AND/OR IN THE CB INSIGHTS PRIVACY POLICY.

**7.3. No Professional Advice.** NONE OF THE SERVICES OR PROVISION OF LICENSED MATERIALS CONSTITUTES ACTUAL INVESTMENT ADVICE OR OTHER PROFESSIONAL ADVICE, OPINION, OR RECOMMENDATION BY LICENSOR. LICENSOR DOES NOT CLAIM TO BE AND IS NOT A BROKER, DEALER OR INVESTMENT ADVISOR AND NOTHING HEREIN SHALL CONSTITUTE A SALE OR OFFER TO BUY, SELL, OR RECOMMEND ANY SECURITIES OR COMPANIES. LICENSEE MAKES THEIR OWN INVESTMENT DECISIONS BASED UPON THEIR PERSONAL DUE DILIGENCE, INVESTIGATION AND OTHER PERSONAL INVESTMENT CRITERIA. LICENSEE ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS, ADVICE, CONCLUSIONS, INVESTMENT STRATEGIES, OR RECOMMENDATIONS MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICES OR LICENSED MATERIALS, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE SERVICES OR LICENSED MATERIALS. AS A CONDITION TO LICENSEE'S USE OF THE SERVICES AND LICENSED MATERIALS, LICENSEE HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, CAUSES OF ACTION OR OTHER RIGHTS THAT LICENSEE MIGHT HAVE AGAINST LICENSOR ARISING OUT OF OR RELATING TO THE REVIEW OF ANY LICENSED MATERIALS MADE AVAILABLE THROUGH THE SERVICES.

**7.4. Third-Party Communications.** Licensor disclaims all liability for any third-party communication Licensee may receive or any actions Licensee may take or refrain from taking as a result of any communication directed to Licensee from any third party directly or indirectly in connection with the Services provided herein ("Third-Party Communication"). Licensee is solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communication. Licensor assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communication.

## 8. INDEMNIFICATION

**8.1. Indemnification.** Licensee agrees to indemnify, defend, and hold the CBI Parties harmless, including costs and reasonable attorneys' fees, from any claim or demand made by any third-party due to or arising out of (i) Licensee's access to or use of the Services or Licensed Materials, (ii) Licensee's violation of the terms of this Agreement, or (iii) the infringement by Licensee, including any unauthorized use of Licensee's account, of any intellectual property or other right of any person or entity. The indemnifying party reserves the right, at the indemnifying party's expense, to assume the exclusive defense and control of any matter for which the indemnifying party is required to indemnify the indemnified party and the indemnifying party agrees to cooperate with the indemnifying party's defense of these claims. The indemnifying party agrees not to settle any matter without the prior written consent of the indemnified party. CB Insights shall promptly notify Licensee of any claim for which indemnification is sought, following actual knowledge of such claim, provided however that the failure to give such notice shall not relieve Licensee of its obligations hereunder except to the extent that Licensee is materially prejudiced by such failure. In the event that any third-party claim is brought, Licensee shall have the right and option to undertake and control of the defense of such action with counsel of its choice, provided however that CB Insights may undertake and control of such defense in the event of the material failure of Licensee to undertake and control the same. CB Insights shall not consent to judgment or concede or settle or compromise any claim without the prior written approval of Licensee (which approval shall not be unreasonably withheld).

## 9. LIMITATION OF LIABILITY

**9.1. Limitation of Liability.** EXCEPT FOR LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, OR LICENSEE'S FAILURE TO PERFORM RESEARCH OR OTHER RELATED WORK PROPERLY OR COMPLETELY (EVEN IF ASSISTED BY LICENSOR), WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT THE LESSOR OF \$5000 OR THE AMOUNT PAID BY LICENSEE HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT.

**9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SHALL NOT LIMIT ANY LIABILITY FOR DEATH OR PERSONAL INJURY DIRECTLY RESULTING FROM NEGLIGENCE IF AND TO THE EXTENT SUCH LIMITATION WOULD VIOLATE APPLICABLE LAW. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY LICENSEE MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

## 10. TERM AND TERMINATION

**10.1. Term of Agreement.** Unless terminated earlier as permitted herein, this Agreement commences on the Effective Date and continues for three (3) years or until all Order Forms subject to this Agreement have expired or terminated.

**10.2. Term of Purchased Services.** Subscriptions Terms shall be as specified in an applicable Order Form. Subscription Terms will automatically renew for additional subscription periods equal to the expiring Subscription Term, unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the relevant Subscription Term. Pricing for a License during any renewal term may increase by up to seven percent (7%) above the applicable pricing in the prior Subscription Term to the current per-unit list pricing, unless Licensor provides Licensee with notice of different pricing at least thirty (30) days prior to the applicable renewal term. Except as expressly provided in an applicable Order Form, renewal of any promotional or one-time priced Licenses may be priced at the certain list price in effect at the time of the applicable renewal.

**10.3. Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, Licensor may terminate this Agreement at any time upon notice to Licensee if Licensee invests in or builds a service that is competitive to any of Licensor's services. For avoidance of doubt, Licensee may not terminate this Agreement or any ordering documents for convenience or no cause

**10.4. Effects of Termination.** Upon termination of this Agreement for any reason, Licensee shall (and shall ensure that all Users) immediately cease accessing and using the Services and Licensed Materials, and Licensee must delete and destroy all copies of Licensed Materials stored on Licensee systems or that is otherwise in Licensee's possession or under Licensee's control. Licensee may, however, retain Licensed Materials in aggregate form that is included in Reports that were created in accordance with the terms of this Agreement prior to the effective date of termination.

**10.5. Payment upon Termination.** Upon any termination for cause by Licensor, Licensee shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Licensee of the obligation to pay any fees payable to Licensor for the period prior to the effective date of termination.

**10.6. Surviving Provisions.** Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Warranties and Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Effects of Termination), 10.5 (Payment upon Termination), 11 (Notices, Governing Law and Jurisdiction), 12 (General Provisions), and this Section 10.6 shall survive any termination or expiration of this Agreement.

## 11. NOTICES, GOVERNING LAW AND JURISDICTION

**11.1. Notices.** Licensee acknowledges it is contracting with the following entity under this Agreement, and should direct notices to under this Agreement to:

CB Information Services, Inc.

Attn: Finance Department

498 Seventh Avenue, 17th Floor

New York, NY 10018

Tel: 212-292-3148

**11.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement or an applicable Order Form, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email, or (v) by posting on the Website, if applicable. Notices to Licensee shall be addressed to the system administrator designated by Licensee for all relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by Licensee.

**11.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction, as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Each Party consents to the exclusive jurisdiction and venue in the New York state courts located in the County of New York, in the borough of Manhattan and in the federal courts located in the Southern District of New York.

## 12. GENERAL PROVISIONS

**12.1. Export Compliance.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

**12.2. 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.

**12.3. No Third-Party Beneficiaries.** Except for any of Licensor's third-party suppliers and licensors, as applicable, there are no third-party beneficiaries to this Agreement.

**12.4. Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.5. 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.

**12.6. Assignment.** Licensee may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Licensor.

**12.7. Entire Agreement.** This Agreement, including all Order Forms, constitutes 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, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in Licensee's 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.