

# MASTER SUBSCRIPTION AGREEMENT

This master subscription agreement, including all exhibits and attachments hereto, ("MSA") is made effective as of the date of the last party to sign below ("Effective Date") by and between CB Information Services, Inc., ("CB Insights"), a Delaware corporation and the company as defined in the signature block below ("Customer" or "You"). Customer and CB Insights may be collectively referred to as the "Parties" or individually as a "Party." This MSA governs Your purchase and use of the Services and Licensed Materials (as defined herein, respectively). This MSA may only be amended by mutual written consent of the Parties.

The Parties acknowledge that the terms 'Order Form' and 'Webpage Checkout', as defined below, refer to the specific applicable ordering document executed or accepted, as the case may be, by Customer. The term "or" when used between 'Order Form' and 'Webpage Checkout' shall not be interpreted to mutually exclude Your obligations, responsibilities, or liabilities if You purchase Services through both ordering documents.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. Services; License Grant; Restrictions.

- a. Provision of Services. Subject to the Customer's obligations herein, CB Insights hereby grants to Customer during the applicable Subscription Term, a limited, revocable, non-sublicensable, non-transferable (except as provided herein), non-exclusive right and license to use the Services and access the Licensed Materials in accordance with these terms and all Order Forms or Webpage Checkouts, as applicable. An Affiliate or parent of Customer may also purchase Services subject to the terms of this MSA by executing Order Forms with CB Insights hereunder. By entering into an Order Form hereunder, the Affiliate agrees to be bound by the terms of this MSA as if it were an original party hereto.
- b. Order Forms and Webpage Checkouts. Each Order Form and Webpage Checkout for Services will describe the License, as well as any applicable limitations on use of the Services, Fees, the Subscription Term, the number of permitted Users and the permitted scope of use of the Services. Only authorized individuals shall be designated to receive access to the Services. The rights granted in a License are granted only to Customer and do not extend to Customer's shareholders, parents, subsidiaries, or Affiliates, except for an Affiliate who is a party to an Order Form with CB Insights hereunder pursuant to Section 9(b) below. The Order Form or Webpage Checkout will identify whether Customer purchased access to the Services for a set number of individual Users ("User Limit") or a firm-wide access ("Firm-wide Access"). For Services purchased through an Order Form, Customer may switch Users under a License, provided that the number of Users does not exceed the User Limit noted on the Order Form. Violation of these restrictions, including sharing User accounts with any unauthorized individuals, will be considered a material breach by Customer.
- c. Authorized Use of the Services. Except as expressly stated otherwise herein or in an applicable Order Form or Webpage Checkout, Users may access the Services and use the Licensed Materials only for the Customer's internal business activities, which include: (i) storing Licensed Materials on computers, devices, or locations owned by or under Customer's control (which may include commercial cloud storage); (ii) extracting, quoting, and/or distributing limited selections of Licensed Materials in work product for distribution throughout Customer's organizations to support Customer's businesses ("Work Product"); (iii) excerpting and distributing limited and insubstantial portions of Licensed Materials (in electronic form or hard copies) to third parties to support Customer's businesses, provided that any publicly available Licensed Materials shall be conspicuously attributed to CB Insights, using the phrase, "SOURCE: CB INSIGHTS" or such

other similar language; and (iv) sharing with Users excerpts of long-form research available within the research portal of the platform ("Research") in accordance with this MSA. Customer acknowledges certain features of the Services are subject to additional product-specific terms and if Customer elects to use any such features, Customer will comply with the terms for such features available [here](#).

- d. Limitations/Restrictions. Customer shall not, and shall cause its Users to not: (i) distribute Licensed Materials to a third-party in any quantity or manner that would serve as a substitute for the purchase of a subscription to the Services or Licensed Materials by the recipient; (ii) use the Licensed Materials in connection with the development of any software program, model, algorithm, or other generative AI tool, including training or teaching any large language model or other artificial intelligence algorithm; (iii) generate substitute content or develop any competing products, services, or technology; (iv) scrape, strip, mine, or manipulate the Services, including through introduction of software or automated agents such as a bot or webcrawler; (v) work around any technical limitations CB Insights imposes, or attempt to otherwise disrupt the operation of the Services; (vi) use the Services in a manner contrary to or in violation of any applicable laws; (vii) use the Services in any manner except as expressly permitted in this MSA; (viii) market, sell, license, or commercially distribute the Services to third parties or use as a component of, or as a basis for, any material offered for sale, license, or commercial distribution, including using the Licensed Materials as a primary source to create and/or maintain any market index, database, interface, mobile application or mobile platform, or software program that the Customer publishes or distributes or commercially provides to third parties; (ix) decompile or reverse engineer any software relating to the Services; or (x) use the Services in any manner which competes against CB Insights.
- e. AI-powered Functionality. Certain features of the Services may be powered by large language model(s) or other artificial intelligence algorithm(s) ("AI-powered Functionality") and if Customer uses such functionality, the terms of this Section apply. Customer may provide input to the AI-powered Functionality through freeform text ("Input") or via selection of pre-determined sets of skills and the Services may generate responsive output based on the Input and skills selection ("Output"). As between Customer and CB Insights, CB Insights retains all rights, title, and interest in and to all Output. If Output is configured for a Customer based on the Customer's platform usage history (for example, saved searches), CB Insights agrees it will not share such configured Output with other CB Insights customers. In addition, CB Insights agrees it will not use Customer Data to train or teach the large language model(s) or artificial intelligence algorithm(s) engaged by CB Insights to power the AI-powered Functionality. Customer remains responsible for all Input provided to the Services, and Customer represents and warrants that it: (i) has all rights, licenses, and any other permissions necessary to provide the Input, and (ii) will not provide any Input that (x) is illegal, fraudulent, abusive, or harmful, (y) infringes the rights of privacy or publicity of any third party, or infringes, violates, or misappropriates any patent, copyright, trademark, or trade secret right of any third party, or (z) contains any Confidential Information or any information relating to an identified or identifiable natural person, including information that is protected as personal data, personal information, or personally identifiable information under applicable data protection law(s). Customer acknowledges that Output may be inaccurate, include misleading results, and other CB Insights customers may receive similar or even identical Output from the Services. CB Insights does not warrant that any Output is accurate, complete, reliable, current, or error-free. Customer is responsible for determining the accuracy and suitability of the Output. Neither CB Insights nor its third party providers are responsible for any damages or losses arising from any use of any Output. Customer agrees that any use it makes of the Output is at Customer's own risk.
- f. Links to Other Websites. Customer acknowledges and agrees that Users may, through hypertext or other computer links available in the Services, elect to gain access to websites operated by individuals or entities other than CB Insights. Such hyperlinks are provided for Customer's and its Users' reference and convenience only and Customer agrees and acknowledges that CB Insights is not responsible for the content or operation of such websites, and that CB Insights has no liability to Customer, Users, or any other person or entity for Customer's use of third-party websites. Customer and/or its Users are solely responsible for determining the extent to which Users may use any content at any other such websites. Additionally, Customer acknowledges and agrees that Customer's use of such websites will be governed by separate terms between the Customer and such third-party website provider.

g. 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, Customer agrees (and shall compel its Users to agree): (i) to provide accurate and truthful registration information to CB Insights (subject to all confidentiality obligations stated herein) as part of the registration process for a single User only; (ii) to enable Users to access the Services only during the Subscription Term and through the User ID; and (iii) to treat the User ID as confidential and, as to the Users, not to disclose or share such User ID, either directly or indirectly, with any person other than as directed by Customer or permitted by CB Insights in writing. CB Insights shall not be liable to Customer or any third person or entity for any loss or damage directly arising from Customer's failure to comply with these security requirements.

## 2. Fees and Payment Terms

- a. Fees; Payments; Taxes. Customer will pay CB Insights all Fees in accordance with this Section 2 and the payment terms in the applicable Order Form or Webpage Checkout. Fees are quoted and payable in United States dollars. Payment obligations are non-cancelable and Fees paid are non-refundable unless an applicable Order Form or Webpage checkout is terminated for cause by Customer pursuant to Section 8(c), in which case any prepaid, unused Fees will be refunded in a prorated amount. Overdue Fees shall accrue late interest charges 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. Customer acknowledges that failure to timely pay Fees may result in loss of access to the Services. Customer is solely responsible for the payment of all taxes, assessments, tariffs, duties, or other fees imposed, assessed, or collected by or under the authority of any governmental body (collectively, "Taxes") arising from CB Insights' provision of the Services hereunder, except any taxes assessed upon CB Insights' net income or payroll. If CB Insights is required to directly pay Taxes related to Customer's use or receipt of any Services, Customer agrees to promptly reimburse CB Insights for any amounts paid by CB Insights. If Customer is required to withhold or deduct Taxes from payments to CB Insights, Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, CB Insights receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made.
- b. True-Up Rights. If Customer adds Users via the Services in excess of the number of licensed Users set forth in the applicable Order Form or Webpage Checkout, CB Insights reserves the right to invoice Customer for a true-up amount based on the actual number of Users at a prorated amount of the annual rate stated in the applicable Order Form or Webpage Checkout and commencing on the date additional Users were added; such additional Users shall be deemed Users under this MSA and for any renewals of the applicable Order Form or Webpage Checkout.

## 3. Proprietary Rights; Privacy and Compliance Obligations.

- a. Customer Data. As between Customer and CB Insights, Customer retains all rights, title, and interest in and to Customer Data. Except as expressly set out in this MSA, no right, title, or license under any Customer Data is granted to CB Insights or implied hereby, and for any Customer Data that is licensed to CB Insights, no title or ownership rights are transferred with such license. Customer hereby grants CB Insights a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this MSA), and royalty-free license to access and use the Customer Data made available to CB Insights or any of its Affiliates, solely as necessary for CB Insights to provide the Services to Customer pursuant to this MSA.

b. CB Insights Property. As between CB Insights and Customer, CB Insights retains all rights, title, and interest in and to the CB Insights Property, whether pre-existing, or created after the Effective Date, including any modifications, enhancements, and derivatives thereof (including without limitation, metrics, data and information generated by such Services and software). Except as expressly set out in this MSA, no right, title, or license under any CB Insights Property is granted to Customer or implied hereby. None of the Licensed Materials accessed through the Services shall be considered "Works Made for Hire" as defined by the copyright laws of the United States. To the extent Customer provides CB Insights with any verbal or written ideas, comments or suggestions with respect to the Services or Licensed Materials ("Feedback"), Customer assigns and transfers to CB Insights all rights and interests in the Feedback, including any derivatives of such Feedback.

c. Privacy and Compliance. Subject to any confidentiality obligations contained herein or in an applicable Order Form or Webpage Checkout, CB Insights reserves the right to monitor Customer and its Users' use of the Services to ensure compliance with the terms of this MSA, including verifying the number of Customer's Users. By using the Services, Customer agrees that CB Insights may use Customer Data for the purposes of (i) providing, maintaining, and improving the Services; (ii) providing Customer with personalized information and content based on Customer's activities and interests communicated or provided to CB Insights. CB Insights agrees to treat Customer Data in accordance with the CB Insights Privacy Policy and Data Processing Addendum, each located at [legal.cbinsights.com](http://legal.cbinsights.com). If CB Insights reasonably suspects non-compliance with the terms of this MSA by Customer or any of its Users, CB Insights reserves the right to suspend access to the Services until Customer remedies such non-compliance to CB Insights' reasonable satisfaction.

#### 4. Confidentiality

a. Confidentiality. CB Insights and Customer understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, Confidential Information of the other Party. Each Party (on its behalf and on behalf of its subcontractors, employees, or representatives and agents of any kind) agrees to hold and treat all Confidential Information of the Party in confidence and will protect the Confidential Information of the other Party with the same degree of care as each Party uses to protect its own Confidential Information of like nature, but in any case, no less than a reasonable standard of care. Confidential Information will not, without the prior written consent of the other Party, be disclosed to any third party, except (i) the receiving party may disclose Confidential Information of the disclosing party on a need-to-know basis to its Affiliates, officers, directors, employees, subcontractors, agents or prospective financing sources or acquirers who are bound by written agreements requiring the protection of such Confidential Information; (ii) its vendors or subcontractors on a need-to-know basis and under confidentiality obligations no less restrictive than those contained herein; or (iii) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this Section 4, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the availability and advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information.

b. Return of Confidential Information. At any time upon the request of the Disclosing Party, or in the event of termination of this MSA, the Receiving Party will return, or destroy as so directed by the Disclosing Party, all Confidential Information of the Disclosing Party, including all copies thereof and notes and other materials incorporating such Confidential Information, whether in physical or electronic form; provided, however, the Receiving Party shall not be required to return or destroy electronic copies that are automatically stored in accordance with Receiving Party's generally applicable backup policies and which are not reasonably accessible by the Receiving Party ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this MSA, so long as it remains undeleted.

c. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## 5. Warranties; Disclaimers

- a. Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this MSA. Customer warrants that it will not use the Services for unlawful purposes or in a manner that infringes or otherwise violates the rights of any third party. CB Insights warrants to Customer that during the applicable Subscription Term the Services purchased by Customer will substantially perform in all material respects with the applicable portions of the Documentation; provided however, that such warranty shall not apply to non-conformities, errors, or problems caused by acts within the control of Customer or any of its Representatives, or arising from Customer's negligence or improper use of the Services, from unauthorized modifications made to the Services, from use of the Services in an unsupported manner, or from interoperability issues arising from devices or equipment or browsers used by Customer to access the Services, or that arises from Customer's or any third party's software or systems.
- b. Disclaimer. THE LICENSED MATERIALS AVAILABLE THROUGH THE SERVICES HAVE BEEN GATHERED BY CB INSIGHTS FROM SOURCES BELIEVED BY CB INSIGHTS TO BE RELIABLE AND HAVE BEEN ARRANGED IN A WAY THAT CB INSIGHTS BELIEVES WILL INCREASE THE EASE OF ACCESS, USE, AND UTILITY OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (1) NEITHER PARTY MAKES ANY ADDITIONAL WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY OF ANY KIND TO THE OTHER PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, (2) EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, UNDERTAKINGS AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND (3) CB INSIGHTS' LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE SERVICES TO SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF SUPPLYING THE SERVICES AGAIN. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CB INSIGHTS DOES NOT REPRESENT OR WARRANT THAT: (I) THE SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; OR (III) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED. CB INSIGHTS WILL NOT BE RESPONSIBLE FOR: (A) LOSS OF CUSTOMER DATA; OR (B) THE INABILITY OF CUSTOMER OR ANY USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMprise THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET.
- c. No Professional Advice. CUSTOMER AGREES AND ACKNOWLEDGES THAT NONE OF THE SERVICES OR PROVISION OF LICENSED MATERIALS CONSTITUTES PROFESSIONAL ADVICE, OPINION, OR RECOMMENDATION BY CB INSIGHTS. CB INSIGHTS 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. CUSTOMER ACKNOWLEDGES THAT IT MAKES ITS OWN INVESTMENT DECISIONS BASED UPON ITS OWN DUE DILIGENCE, INVESTIGATION AND OTHER SPECIFIC INVESTMENT CRITERIA.
- d. Transcript Disclaimer. CB Insights has not undertaken to verify the accuracy of any information or data provided in any Transcript. Any statements, views or opinions contained in any Transcript do not represent the statements, views, or opinions of CB Insights. CB Insights expressly disclaims any responsibility or liability for the content of any Transcript or

for any consequences that may arise from the use of or reliance on the information or data contained in any Transcript, to the fullest extent permitted by law.

## 6. Indemnification

- a. Indemnification by CB Insights. Subject to the provisions of 6(c), CB Insights will defend and pay the defense costs, indemnify and hold harmless Customer, and its employees, directors and officers (the "Customer Indemnified Parties") from and against any and all costs, damages and expenses, including reasonable attorneys' fees (collectively, "Losses"), awarded by a court of competent jurisdiction to a third-party for third-party Claims (defined below) against the Customer Indemnified Parties based on allegations that the Services, when used by Customer in accordance with the terms herein, infringe such third-party's registered patents, copyrights, or trademarks. CB Insights indemnification obligations shall not apply to the extent the Claim arises from (i) Customer's operation or use of the Services in combination with other Customer or third-party technology; (ii) the acts or omission of Customer or any of its Representatives; or (iii) any modification or alteration of the Services (other than by CB Insights). The indemnification set forth in this Section 6(a) is CB Insights' entire liability and Customer's sole and exclusive financial remedy for such third-party Claims.
- b. Indemnification by Customer. Subject to the provisions of 6(c), Customer will defend and pay the defense costs, indemnify and hold harmless CB Insights, and its employees, directors and officers (the "CB Insights Indemnified Parties") from and against any and all Losses awarded by a court of competent jurisdiction to a third-party for third-party Claims against the CB Insights Indemnified Parties based on allegations that: (i) Customer Data provided to CB Insights infringes such third-party's registered patents, copyrights or trademarks; or (ii) Customer's failure to comply with its obligations in Section 1(d) or 1(e). Customer's indemnification obligations shall not apply to the extent the third-party Claim arises from acts or omissions of CB Insights. The indemnification set forth in this Section 6(b) is Customer' entire liability and CB Insights' sole and exclusive financial remedy for such third-party Claims.
- c. Indemnification Conditions. The indemnification obligations under this Section 6 are conditioned upon the indemnified party (i) promptly notifying the indemnifying party of any claim of which it becomes aware that is subject to indemnification under this Section 6, (ii) granting sole control of the defense or settlement of the claim to the indemnifying party, provided, however, that no settlement will obligate or impose liability on any indemnified party in any way without the written approval of the indemnified party, including without limitation, any determination of admission regarding any indemnified party's interest. The indemnified party may participate, at its sole expense, in the defense of any such Claim provided that such participation is not disruptive to the indemnifying party's defense of the Claim. A "Claim" as used herein means any action brought against an indemnified party in respect of any allegation for which indemnity may be sought pursuant to Section 6(a) and 6(b), respectively. In the event of an Infringement Claim under Section 6(a) above, CB Insights may, at its sole option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item or modify such item to make it non-infringing and functionally equivalent, or if neither option (i) nor (ii) is commercially feasible, (iii) terminate the MSA and any outstanding Order Forms or Webpage Checkouts and provide a pro-rated refund to Customer for any pre-paid but unused Fees for the Services as of the date of termination.

## 7. Limitation of Liability

- a. Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS MSA.

- b. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR AN AGGREGATE AMOUNT IN EXCESS OF THE AMOUNTS PAID OR PAYABLE TO CB INSIGHTS BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE (THE "LIABILITY CAP") FOR CLAIMS ARISING OUT OF OR RELATED TO THIS MSA, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.
- c. EXCEPTIONS. THE FOREGOING LIMITATION IN SECTION 7(B) WILL NOT APPLY TO A PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 4. THE FOREGOING LIMITS IN SECTIONS 7(A) AND 7(B) WILL NOT APPLY TO CUSTOMER'S BREACH OF SECTION 1(D) OR 1(E); OR (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY

## 8. Term and Termination

- a. Term of MSA. This MSA commences on the Effective Date and shall remain in effect until terminated in accordance with Section 8(c).
- b. Term of Subscriptions. Customer's access to the purchased Services shall commence on the start date specified in the relevant Order Form or Webpage Checkout and continue for the Subscription Term specified therein. If Customer purchases access to the Services through CB Insights' website, Customer's Subscription Term will automatically renew upon the last day of the then-current Term unless Customer opts out of such renewal at least ninety (90) days prior to such date. Notice must be provided to [cancellations@cbinsights.com](mailto:cancellations@cbinsights.com).
- c. Termination. Either Party may terminate this MSA and/or any Order Form or Webpage Checkout immediately upon written notice to the other party in the event (i) such other Party has committed a material breach of this MSA that remains uncured thirty (30) days after initial written notice of such breach; (ii) a receiver, trustee, administrator, or administrative receiver is appointed for the other Party or its property; (iii) the other Party makes an assignment for the benefit of creditors; (iv) any proceedings should be commenced against the other Party under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within sixty (60) days from the date of commencement thereof; or (v) the other Party is liquidated or dissolved. In addition, a Party may terminate this MSA by providing written notice to the other Party if there are no Order Forms or Webpage Checkouts in effect for more than ninety (90) days, continuously. Neither Party may terminate this MSA or any applicable Order Form or Webpage Checkout for convenience during the Subscription Term.
- d. Effect of Termination. Expiration or termination of one Order Form or Webpage Checkout shall not affect any other Order Forms or Webpage Checkouts. Upon termination or expiration of this MSA, an Order Form or Webpage Checkout, Customer shall (and shall ensure that all Users provisioned access pursuant to the applicable Order Form shall) immediately cease accessing and using the Services and Licensed Materials, and Customer must promptly delete and destroy all copies of Licensed Materials stored on Customer systems or that is otherwise in Customer's possession or under Customer's control. Customer may, however, retain Licensed Materials in aggregate form that is included in articles, blogs, or other content or materials that were created in accordance with the terms of this MSA prior to the effective date of termination. Additionally, Customer may retain Licensed Materials which are required to be retained pursuant to regulatory or other data-retention policies. Customer is prohibited from using Licensed Materials after termination in any other manner. Upon request by CB Insights, Customer shall provide sworn certification in a form provided by CB Insights by a duly authorized officer of Customer that all Licensed Materials have been destroyed as required herein.

e. **Surviving Provisions.** The following provisions shall survive the termination or expiration of this MSA for any reason and shall remain in effect after any such termination or expiration: Sections 1(d), 2, 3, 4, 7, 8(d) and (e), and 9. Termination or expiration of this MSA shall not affect any obligation accrued or arising prior to such termination or expiration.

## 9. Miscellaneous Provisions

a. **Relationship.** This MSA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties and CB Insights will be considered an independent contractor when performing any Services hereunder.

b. **Entire Understanding.** This MSA (including all Exhibits and Order Forms or Webpage Checkouts, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this MSA. To the extent of any conflict or inconsistency between the provisions in the body of this MSA and any Order Form, the terms of such Order Form shall prevail. CB Insights hereby rejects any terms or conditions ("Form Terms") appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this MSA, and the parties agree that all such Form Terms shall be void and of no force or effect.

c. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of Customer, Section 1(c) or 1(d), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy. In the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

d. **Modification; Waiver and Cumulative Remedies.** Except for CB Insights' modification or update of the Services, or any policies as necessary to comply with applicable law, rules, regulations, no modification of this MSA, and no waiver of any breach of this MSA or right under this MSA, is legally binding against the other Party unless in writing and signed or electronically accepted by both Parties. 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.

e. **Beta/Early Access Releases.** From time to time, CB Insights may offer Customer the opportunity to use certain experimental features within, or versions of, the Services that are made available on a trial basis (each a "Beta Release"). ALL BETA RELEASES ARE PROVIDED "AS IS," WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS OF ANY KIND. Use of any Beta Release is solely at Customer's risk and, notwithstanding anything to the contrary, CB Insights will have no liability related to Customer's use of any Beta Release. CB Insights may modify or remove any Beta Release at any time. Use of any Beta Release may be subject to additional terms and conditions available [here](#).

f. **Product and Service Improvements.** CB Insights reserves the right to revise or discontinue certain features or content of the Services if, in CB Insights' sole discretion, such action is necessary for the provision of the Services or such discontinuation or revision does not materially diminish the functionality of the Services.

g. **Dispute Resolution; Governing Law; Venue.** The Parties hereto agree that prior to bringing any suit, action or proceeding in connection with any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, a party must first give written notice to the other party describing the dispute and requesting it to be resolved pursuant to the dispute resolution process (the "Dispute Notice"). If the

persons providing or receiving the Dispute Notice are unable to resolve the dispute within thirty (30) days of delivery of the Dispute Notice, then each party shall escalate the dispute to a designated representative who has sufficient authority to settle the dispute. The designated representatives shall meet to discuss and negotiate in good faith a resolution to such dispute and if the parties are unable to resolve the dispute within ten (10) days after escalation to the designated representatives, then either party may proceed with any other available remedy. The Parties hereto agree that this Agreement shall be governed in all respects by the laws of the State of New York and exclusive venue shall be in the courts of the State of New York.

- h. Publicity. Any press release developed by a Party regarding this MSA shall be subject to the prior written consent of the other Party. CB Insights may identify Customer as a user of the Services by referencing Customer's name and logo, provided that such reference is consistent with Customer's generally applicable branding guidelines and that CB Insights will cease making such references after receiving written notice from Customer to do so.
- i. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, CB Insights may assign this MSA in its entirety, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this MSA. Any attempt by a Party to assign its rights or obligations under this MSA in breach of this section shall be void and of no effect. Subject to the foregoing, this MSA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- j. Notices. All notices under this MSA shall be in writing and shall be delivered to the emails or addresses first set forth in the Order Form(s) or Webpage Checkout(s), as applicable. Either Party may change its address for notice by giving notice of such address change in the manner provided herein. All communications and notices to be made or given pursuant to this MSA shall be in the English language.
- k. Anti-Corruption. Customer acknowledges and agrees that it has not received or been offered any illegal bribe, kickback, payment, gift or thing of value from any CB Insights employees, agent or representative in connection with this MSA, other than reasonable gifts and entertainment provided in the ordinary course of business, and Customer will promptly notify CB Insights if it offers or receives any such improper payment or transfer in connection with this MSA.
- l. Severability. If any provision of this MSA 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 MSA shall remain in effect.

## 10. Definitions

- a. "Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.
- b. "CB Insights Property" means the Services, all Licensed Materials supplied by CB Insights in connection with, or used by CB Insights in providing, any of the foregoing, all Output, including any modifications, enhancements, and derivatives thereof (including, without limitation, any information, data, or other content generated by or derived from the Services, but not including Customer Data), and all patent, copyright, trade secret, trademark or other intellectual property rights embodied in or related to any of the foregoing.

- c. "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is either marked or designated as confidential at the time of disclosure to the Receiving Party, or that a reasonable person should consider confidential or proprietary given the nature of the information and the circumstances under which it is disclosed, including pricing and other terms set forth in an Order Form or Webpage Checkout. The CB Insights Property shall constitute CB Insights' Confidential Information regardless of the means or manner by which it is disclosed. Customer Data shall constitute Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that a Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party (excluding patentable subject matter which is not subject to this exclusion); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- d. "Customer Data" means all data or information submitted, electronic or otherwise, by or on behalf of Customer to the Services and/or to CB Insights, including Input, and all patent, copyright, trade secret or other intellectual property rights embodied in or related to any of the foregoing (the "Customer IPR").
- e. "Documentation" means all documentation and other instructional material, if applicable, made available by CB Insights regarding the use of the Services.
- f. "Fees" means all fees specified in or otherwise incurred pursuant to an Order Form or Webpage Checkout.
- g. "License" means a current and valid license to access or use the Services, and which may include, but is not limited to, purchased subscription to the Services for one or more Users, or any other valid and authorized right/license as permitted by CB Insights.
- h. "Licensed Materials" means all content and data and reports, including without limitation, metrics, calculations, text, research, ratings, rankings, opinions, photographs, video, audio, graphics, tools, analytics, functionality, Output, products and information displayed and/or otherwise provided by the Services.
- i. "Order Form" means an ordering document for Services purchased from CB Insights that has been executed hereunder by the Parties, or as the case may be, electronically accepted by the Customer, including without limitation any attached or associated statement of work.
- j. "Representatives" means with respect to any individual and/or the entity on whose behalf such individual is entering into a commercial agreement with CB Insights, all users, employees, agents, subcontractors and other representatives of such individual or entity (as applicable).
- k. "Services" means any of the paid or trial subscriptions to various online, mobile applications, web-based applications, software services, data feeds or data delivery materials, application programming interface ("API"), data downloads and plugins as well as certain standalone or recurring research services or reports, including Transcripts, provided by CB Insights directly or via certain mobile applications and/or websites owned and operated by CB Insights, as well as (i) the Licensed Materials contained therein, and (ii) any modifications, updates, derivative works, optional modules, custom or standard enhancements, updates, and upgrades to or of any of the foregoing.
- l. "Subscription Term" means the subscription period set forth in the applicable Order Form or Webpage Checkout during which CB Insights agrees to provide the Services to Customer.
- m. "Transcript" means a transcript of a scripted conversation with a third party, such as a software buyer or an investor (respectively, a "Buyer Transcript" or "Investor Transcript"), or a transcript of a company earnings call (an "Earnings Transcript"). Additional information about Transcripts is available [here](#).

- n. "User" means a person who is either directly employed by Customer or is using the Services on behalf of Customer and has an email address with Customer's organization and is the recipient of the Services.
- o. "Webpage Checkout" means an ordering document for Services purchased through a self-service checkout process through CB Insights' website.