

UPDATED 2023-06-23

Data License Agreement

This is an Agreement between you (“You”, “Your”, the “Licensee”) and Brainsights Inc. (“Brainsights”, the “Licensor”) which governs the use and purchase of Data from the Platform. Please read this Agreement carefully before accessing or using the Platform. By access or using the Platform, you agree to be bound by the terms of this Agreement.

1. Definitions

“**Agreement**” means this Data License Agreement.

“**Data**” means the data available on the Platform, including but not limited to biometric data, marketing data, aggregated data sets, participant metadata, and content metadata as well as any related data, metadata, or media.

“**Platform**” means any website, API or other electronic system that is developed or administered by Brainsights and/or its agents.

2. Acceptance of Terms

2.1 By accessing or using the Data, You represent that You have read, understood, and agree to be bound by the terms of this Agreement. If You do not agree to the terms set out in this Agreement, You may not use or access the Data.

3. Purchase

3.1 The Platform provides access to a variety of Data for purchase. The availability and types of Data may vary and are subject to change without notice.

3.2 To purchase Data, You may need to create an account on the Platform and provide accurate and complete information. You agree to keep Your account information up to date and secure. By purchasing Data, You represent that You have the authority to make the purchase and agree to be bound by any additional terms

and conditions specified during the purchase process.

3.3 The pricing for Data is specified on the Platform and may be subject to change. Payment for Data purchases must be made in accordance with the payment methods accepted on the Platform. All payments are final and non-refundable, unless otherwise stated in this Agreement or required by applicable law.

4. License and Use

4.1 Upon successful purchase and payment, You are granted a limited, non-exclusive, non-transferable license to access, use, reproduce, and modify the purchased Data for internal business purposes.

4.2 You may not resell, distribute, sublicense, assign, or otherwise make the purchased Data available to third parties unless expressly permitted, in writing, by Brainsights or as allowed under applicable law.

4.3 You agree to use the purchased Data in compliance with all applicable laws, regulations, and industry standards.

5. Ownership

5.1 You agree that the Data is a valuable property right of Brainsights and that Brainsights retains all right, title, and interest, including all intellectual property rights, in and to the Data, as well as any copyright, trade secret, or other intellectual property right related to the Data, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or



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otherwise make available the Data to others, except as provided herein. This Agreement does not transfer any ownership rights to the Licensee.

5.2 You agree not to remove or modify any copyright or proprietary notices associated with the purchased Data.

6. Disclaimers

6.1 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRAINSIGHTS, AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BRAINSIGHTS OR THROUGH THE PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 6 THE TERM BRAINSIGHTS INCLUDES BRAINSIGHTS' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

6.2 YOU EXPRESSLY AGREE THAT USE OF THE DATA IS AT YOUR SOLE RISK. THE DATA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

6.3 Brainsights strives to provide accurate and reliable data, we cannot guarantee the accuracy, completeness, or reliability of the purchased Data. YOU ACKNOWLEDGE THAT THE DATA MAY BE SUBJECT TO ERRORS, OMISSIONS, OR INACCURACIES.

6.4 YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN THE DATA AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE DATA.

7. Confidentiality

7.1 You acknowledge that the Data may contain confidential and proprietary information of Brainsights. You agree to maintain the confidentiality of the Data and not disclose it to any third party without the prior written consent of the Licensor.

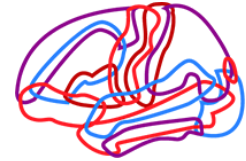
7.2 The obligations of confidentiality under this Agreement shall not apply to information that: (a) is or becomes publicly known through no fault of the Licensee; (b) the Licensee can demonstrate was in its possession prior to receiving it from the Licensor; (c) the Licensee rightfully obtains from a third party without restriction on disclosure; or (d) the Licensee is required to disclose by law, court order, or governmental authority.

8. Termination

8.1 Brainsights may, at its sole discretion, suspend or terminate Your access to the Platform or the purchased Data at any time and for any reason, including but not limited to a violation of this Agreement.

9. Indemnification

9.1 You agree to indemnify, save, and hold Brainsights and its affiliated companies, contractors, employees, agents and third-party suppliers, third-party advertisers, licensors, and partners harmless from any claims, losses,



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damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the Data, or any violation by You of this Agreement. Brainsights reserves the right, at our expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us, and You agree to cooperate with our defense of these claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

10. Limitations of Liability

10.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL BRAINSIGHTS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE DATA, OR ANY OTHER INTERACTIONS WITH BRAINSIGHTS, EVEN IF BRAINSIGHTS OR A BRAINSIGHTS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 IN NO EVENT WILL BRAINSIGHTS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF

ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE DATA (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR PURCHASING THE DATA DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

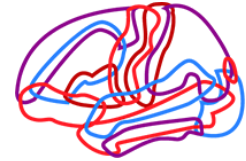
10.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. BRAINSIGHTS' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.4 YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE DATA MUST COMMENCE WITHIN 1 (ONE) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9. General Provisions

9.1 Severability. If any clause, sentence, paragraph or part of this Agreement will be held by any court of competent jurisdiction to be invalid, illegal or unenforceable, such judgment will not affect or nullify the remaining provisions of this Agreement.

9.2 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the province of Ontario, Canada and the federal laws of Canada applicable therein, excluding any conflicts of laws rules. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts of Toronto, Ontario in



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respect of any disputes arising under this Agreement.

9.3 Interpretation. Irrespective of any translation of this Agreement or any reliance on such translation, the English language version of this Agreement will be the controlling version.

9.4 No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise preclude further exercise thereof.

9.5 Headings. The headings of paragraphs are inserted for convenience only and are not intended to be construed as part of this Agreement or to limit the scope of a particular paragraph.

9.6 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, negotiations, and commitments, if any, relating to the subject matter of this Agreement.

9.7 Counterparts. Subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the parties will execute and deliver or cause to be executed and deliver any further legal instruments and perform any acts which are or may become necessary to carry out the true intent and meaning of this Agreement.

9.8 Assignment. The Licensee may not assign this Agreement or any of the Licensee's obligations under this Agreement without the prior written permission of Brainsights. This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

9.9 Interpretation. The parties waive the application of any rule of law, which otherwise would be applicable in connection with the construction of this Agreement, that ambiguous or conflicting terms or provisions should be construed against the party that (or its counsel that) prepared this Agreement.

9.10 Modifications. Brainsights reserves the right to modify or update this Agreement at any time without prior notice. Any modifications or updates will be effective immediately upon posting on the Platform. Your continued use of the Platform after the posting of any modifications or updates constitutes Your acceptance of the revised Agreement.

9.11 Survival. The parties agree that those sections which by their nature should survive termination of this Agreement will survive such termination, such sections to include, but be not limited to, Sections 4-7.

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree with any part of this Agreement, please refrain from using the Platform.