



TERMS OF USE

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (this “Agreement”) is entered into between RetailStat, L.L.C., a Delaware limited liability company (“Licensor”) and the Subscriber and incorporates by reference all Order Forms and any schedules or exhibits attached hereto or thereto (collectively, the “Agreement”).

In consideration of the covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement and Order Forms.

a. The Agreement consists of this Subscription License Agreement and one or more order forms setting forth certain business terms of the Agreement, including but not limited to the license provided and Fees due (including any schedules or exhibits attached thereto, each an “Order Form”). After the Effective Date, the parties or their Affiliates may enter into additional Order Forms that shall be governed by this Subscription License Agreement. “Affiliates” means any entity that directly or indirectly Controls, is Controlled by, or is under Common Control with, a party. “Control” or “controls” and the formatives “controlling” and “controlled” mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of an entity or the power otherwise to direct or cause the direction of the management and policies of such other entity, whether through ownership of voting securities, by contract, or otherwise.

b. “Subscriber” as used herein shall mean the party identified above as a Subscriber and shall also include any Affiliate (of the Subscriber identified above) that enters into an Order Form as the Subscriber. The Subscribers shall be jointly and severally responsible for the performance of this Agreement and the Order Forms, except that any Affiliate shall only be responsible for the Order Forms that it enters into and not Order Forms entered into by other Affiliates. Notwithstanding anything to the contrary contained in this Agreement or any Order Form, unless otherwise agreed in writing by Licensor, upon any Subscriber no longer being an Affiliate of the entity identified above as the Subscriber, such Order Form shall automatically terminate if such entity is the only Subscriber with respect to such Order Form or if there are multiple Subscribers, the Order Form shall continue in full force and effect, except that such entity shall no longer be a Subscriber or have license rights under such Order Form.

2. License.

a. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the “Licensed IP,” which shall consist of: (i) the products and services that are licensed to Subscriber pursuant to an Order Form, and (ii) the data and information provided by Licensor to Subscriber pursuant to an Order Form (“Data”), in each case solely for the internal business use by the Authorized Users (as defined below) during the term set forth in the applicable Order Form. “Authorized Users” shall be (i) the individual, group, department, or other applicable business unit of Subscriber set forth in the applicable Order Form, and (ii) subject to the limitations in this Section, the independent contractors who are listed on an Order Form and (iii) if an Order Form states the license provided thereunder is for Subscriber’s “enterprise” use (or similar description), the Authorized Users shall be all employees of the Subscriber. “Employee” as used herein shall mean each of (i) the Subscriber’s employees and (ii) subject to the limitations set forth in this Section, the independent contractors who are listed on an Order Form. Subscriber shall not: (a) provide any Licensed IP to any person or entity other than the Authorized Users of Subscriber; (b) publish, resell, redistribute, transfer or otherwise provide any Licensed IP to any third party or otherwise use any Licensed IP in a manner not authorized hereunder; or (c) reverse engineer or otherwise use any Licensed IP in any way to develop, test, enhance or generate, on behalf of itself or a third party, services that are similar to the Licensed IP licensed hereunder (or any portion thereof), or that provide information that is similar to the Licensed IP (or any portion thereof), or that could be a substitute for the Licensed IP; except (i) as may be expressly authorized in the applicable Order Form, (ii) upon written consent of Licensor, (iii) for ad hoc and limited, insubstantial excerpts of Data (“Limited Excerpts”) to Subscriber’s third-party clients, and (iv) to Subscriber’s independent contractors that are Authorized Users and that are not competitors of Licensor and that have agreed in writing that the Licensed IP is Licensor’s Confidential Information and are only accessing the Licensed IP in connection with providing services to Subscriber. Any Limited Excerpts disclosed to Subscriber’s clients (a) cannot serve as a replacement or substitute for the Data or any other offering or service provided by Licensor, (b) must not be presented in a misleading manner, and (c) must refer to Licensor as the source of such information and include a corresponding hypertext link to Licensor’s website. Any written materials including any information provided by Licensor that are provided to any of Subscriber’s clients or to Subscriber’s advisors shall include the following disclaimer: RETAILSTAT, LLC AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INFORMATION PROVIDED, INCLUDING WITHOUT

LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO SUCH INFORMATION, WHICH ARE EXPRESSLY DISCLAIMED.

b. Subscriber may not use any of the Data to enable any generative software, generative artificial intelligence or large language models to develop, produce or create similar or the same type of data as the Data or to create data that provides similar or substantially the same type of information as is included in the Data (including updated information that is similar to the type of information included in the Data).

c. Subscriber shall remain responsible and liable for each of its Affiliate's and its and its Affiliates' personnel and independent contractors use of the Licensed IP and compliance with this Agreement and all applicable Order Forms.

d. Licensor may modify or cease providing any of the Licensed IP if (i) Licensor modifies or ceases providing such Licensed IP to its clients generally; (ii) a third party data provider modifies or ceases to provide the Data to Licensor or otherwise make it available with respect to which the modification or ceasing affects Licensor's ability to provide such Licensed IP; or (iii) the providing of such Licensed IP becomes not permitted under applicable law; provided, if Licensor is unable to provide certain Licensed IP and is unable to replace such Licensed IP with substantially similar Licensed IP, it shall issue a pro-rata refund to Subscriber for any portion of the ceased Licensed IP applicable to the remaining term of the Order Form.

e. Subscriber is responsible for all use of the Licensed IP through Subscriber's account. Subscriber is responsible for the security of any user-name ("User-Name") and passwords ("Passwords") utilized for accessing the Data (collectively, "Log-In Credentials"). Access to the Licensed IP is subject to suspension by Licensor at any time that Licensor has a reasonable belief that the Licensed IP is being used in violation of this Agreement or that Subscriber's account has a security breach or that an individual or entity other than an Authorized User is accessing the Licensed IP through Subscriber's account. If Subscriber reasonably believes that someone other than an Authorized User is using such person's Log-In Credentials, or that a user is misusing Log-In Credentials or the Licensed IP, Subscriber must notify Licensor immediately. With respect to all data input into Licensor's portal by Subscriber or any Authorized User, Subscriber represents and warrants that it has complied with all applicable laws, rules and regulations, including without limitation those related to consent and data privacy, with respect to the receipt and usage of such data.

3. Fees & Payment; Renewal Terms.

a. Except as set forth in the Order Form, Subscriber will pay Licensor the fees as set forth in the Order Form (the "Fees") within thirty (30) days of the date of Subscriber's invoice. If Subscriber's use of the license extends beyond the Authorized Users, Licensor reserves the right to charge Subscriber for any such use in accordance with the Fee structure set forth on the applicable Order Form, and Subscriber shall be billed for such usage and agrees to pay the additional fees in the manner provided herein. In addition to Licensor's other remedies pursuant to this Agreement or at law, Licensor reserves the right to impose a finance charge on late payments of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all costs of collection and may result in the immediate termination of this Agreement. Subscriber shall be responsible for all taxes associated with this Agreement other than taxes based on Licensor's net income.

b. Licensor reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term of an Order Form, as follows:

i. At least forty-five (45) days prior to the end of the then-current term, Licensor shall provide notice (which may be via email) to Subscriber of any additional terms and the Fees applicable to the Renewal Term, in the form of an invoice for such Renewal Term ("Renewal Notice");

ii. Except as otherwise set forth in the Order Form, Subscriber will have until the date that is thirty (30) days prior to the end of the then-current term (the "Non-Renewal Date") to reject such renewal and any new terms and Fees that will apply to the Renewal Term (the "Notice of Non-Renewal"), and if such Notice of Non-Renewal is not received by Licensor by the Non-Renewal Date then such Order Form shall automatically renew, such Fees and terms shall be deemed accepted, shall apply to the Renewal Term, and Subscriber shall pay such Fees prior to the date such Renewal Term commences;

iii. If the Order Form does not allow for an automatic renewal under Section 3(b)(ii), payment of the fee specified in the Renewal Notice upon the expiration of the then-applicable term constitutes acceptance of Licensor's offer to renew the subscription in accordance with the terms of the Renewal Notice as tendered to Subscriber, and such Order Form shall renew and such Fees and terms shall be deemed accepted and apply to the Renewal Term.

4. Additional Terms Related to Certain Subscriber

Contributed Content. Subscriber, in its sole discretion, may submit information to be included in Licensor's products and services in an anonymized and de-identified manner, including, but not limited to, accounts receivable aging, trade tapes and other information or data contributed by Subscriber into any part of the Licensed IP or Licensor's products or services ("Contributed Data"). Subscriber grants Licensor a perpetual license to use Contributed Data in connection with providing the license to Subscriber and in connection with Licensor's business (including the redistribution of Contributed Data to third parties and the modification, enhancement and creation of derivatives of and to Contributed Data and the distribution of such modifications, enhancements and derivatives to third parties), provided that such Contributed Data is de-identified and anonymized and is either modified, enhanced or aggregated in such a manner that it cannot be identified as the Subscriber's information. Notwithstanding anything to the contrary contained in this Section or in this Agreement, Contributed Data that has been de-identified or anonymized so that it cannot be identified as the Subscriber's information shall not be considered Confidential Information of Subscriber. Subscriber represents and warrants that it has the right to provide the Contributed Data to Licensor for use as permitted in this Section.

5. Representations and Warranties.

Each party represents, warrants, and covenants to the other party that such party will comply with all applicable laws, including without limitation, anti-corruption, and export control laws, in the performance of its obligations under this Agreement and shall maintain all necessary rights, licenses and permits to perform its obligations under this Agreement. Subscriber acknowledges and agrees that: (i) the license and Licensed IP are not intended to be investment advice; (ii) provision of the license or Licensed IP is not an offer to sell or a solicitation of an offer to buy any securities; (iii) Licensor makes no guarantee of accuracy, currentness, or completeness of any Licensed IP or of whether any Licensed IP or license is appropriate for Subscriber, any of its funds or any of its or their investment objectives; and (iv) Licensor and its Affiliates are not an adviser or fiduciary for Subscriber or any of Subscriber's managed or fiduciary accounts. Subscriber represents and warrants that it will only use the Data in accordance with all privacy laws and regulations that are applicable to Subscriber. Licensor represents and warrants that it will provide the Data in accordance with all privacy laws and regulations applicable to Licensor providing the Data.

6. Disclaimer and Limitation of Liability.

a. Except for the express warranties set forth herein, licensor and its third-party suppliers make no warranty to subscriber, any affiliate, or any of their personnel or independent contractors, with respect to this agreement, any order form or the licensed IP provided under this agreement or any order form, including without limitation the implied warranties of merchantability, fitness for a particular purpose or non-infringement, subscriber further acknowledges and agrees that in no event will licensor or its third-party suppliers be responsible or liable for subscriber's use of or reliance on any results obtained from the licensed IP, and that subscriber bears the sole responsibility and risk for any such use or reliance, including without limitation any decision(s) subscriber may make or refrain from making in connection therewith. In no event shall licensor or its third-party suppliers be liable for any incidental, consequential, punitive, special or other indirect loss or damages arising out of or relating to this agreement, any order form, the contributed data or the licensed IP, including without limitation loss of profit, loss of sales, loss of business, cost of substitute licensed IP, loss of goodwill or reputation.

b. In no event shall licensor's or its third-party suppliers' aggregate liability for any and all claims relating to or arising out of this agreement, any order form, the contributed data or the licensed IP exceed the actual amount paid to licensor by subscriber in the one year prior to the date a claim is made under the applicable order form or order forms. Subscriber acknowledges and agrees that, regardless of any statute or law to the contrary, any claim subscriber may have arising out of, relating to or connected with this agreement or any order form, must be filed within one calendar year after the date such claim arises or forever be barred.

c. The limitations of liability set forth in this section do not apply to damages arising from the licensor's willful misconduct or to the extent prohibited by applicable law.

7. Indemnification.

a. Licensor hereby agrees to defend, indemnify, and hold harmless Subscriber and its Affiliates and its and their employees, officers, and directors from and against any and all damages awarded, fines and penalties incurred and settlements agreed to by Licensor incurred from any third party claim that the providing of the Licensed IP (as provided by Licensor without modification) to Subscriber infringed any third party's copyright or other intellectual property right. Subscriber hereby agrees to defend, indemnify, and hold harmless Licensor, its Affiliates and its and their employees, officers, and directors from and

against any and all damages awarded, fines and penalties incurred and settlements, incurred from any third party claim relating to or arising out of (i) any Subscriber's material breach of this Agreement or an Order Form, or (ii) Licensed IP that any Subscriber provided to a third party, including but not limited to a claim that such third party relied on any Licensed IP to make an investment decision.

b. The obligations of indemnity herein are contingent upon the indemnified party giving prompt written notice of any claim to the indemnifying party and the indemnifying party having control of the defense and settlement of any such claim. The indemnifying party shall not settle any such claim without the full release of the indemnified party and, to the extent named in such claim, its Affiliates and its and their employees, officers, and directors from all liability with respect to such claim.

8. Ownership of Information; Confidentiality.

a. The Licensed IP is the sole property and Confidential Information of Licensor, except to the extent any Contributed Data (as hereinafter defined) is included in any Licensed IP, in which case Subscriber has sole ownership interest in such Contributed Data and Contributed Data is not the Confidential Information of Licensor. Subscriber may use the Licensed IP solely as permitted by this Agreement and the applicable Order Form. Except for any limited license granted in this Agreement and the applicable Order Form, Subscriber acknowledges and agrees that it has no rights or interests in or to any part of the Licensed IP other than Contributed Data included in the Licensed IP.

b. The Contributed Data is the sole property and Confidential Information of Subscriber. Licensor may use the Contributed Data solely to the extent permitted by this Agreement and the applicable Order Form. Except for any limited license granted in this Agreement and the applicable Order Form, Licensor acknowledges and agrees that it has no rights or interests in or to any part of the Contributed Data.

c. Each party shall keep confidential, using a level of care similar to what it uses for its own information of a similar nature (but not less than reasonable care), confidential information disclosed to it by the other party in connection with this Agreement, including any technology, know-how, data, trade secrets or other business information or information relating to a party or any funds managed by a party (collectively, "Confidential Information") to any person other than to such party's officers, directors, employees or service providers, in each case, who has a reasonable need to know such Confidential Information (each, a "Permitted Person"). Each party shall only use the other party's Confidential Information as permitted by this Agreement or the applicable Order Form. Each party shall cause such party's Permitted Persons that are third parties to be bound by a written agreement or professional ethical obligations imposing confidentiality obligations with respect to Confidential Information of the other party that are at least as stringent as those herein. Confidential Information does not include (i) information known to the receiving party at the time of disclosure, (ii) information that is disclosed to the receiving party by a third party not under an obligation of confidentiality to the disclosing party, (iii) information that is or becomes publicly available, or (iv) information that the receiving party independently develops without reference to or use of the Confidential Information. In addition, Contributed Data that has been de-identified, anonymized, aggregated or enhanced so that it no longer can be identified as being provided by Subscriber is not owned by Subscriber or the Confidential Information of Subscriber. Each party agrees that the other party may disclose any Confidential Information that is required by law or regulation to be disclosed provided that, unless prohibited by applicable law or court order, the other party gives such party reasonable notice and opportunity to object to such disclosure; provided, that such disclosure in and of itself shall not except such information disclosed from being Confidential Information hereunder.

9. Term/Termination.

a. Agreement Term. The term of the Agreement shall be for an initial period of two years from the Effective Date, and shall automatically renew for successive two year periods, unless notice of non-renewal is provided in writing by either party to the other party at least thirty (30) days prior to the expiration of the then-current term; provided, that in the event the Agreement is terminated while one or more Order Forms are effective, the Agreement shall remain effective until the termination of such Order Form(s).

b. Order Form Term. Except as set forth in the Order Form, the term of a particular Order Form shall be for the Initial Terms set forth in such Order Term and shall renew for successive Renewal Term(s) as set forth in Section 3 hereof.

c. Termination.

i. Either party may terminate this Agreement and any Order Form at any time by providing written notice to the other party, (x) if the other party materially breaches this Agreement or an Order Form and does not cure such material breach within thirty (30) days after receiving notice thereof, or (y) in the event of Default (as defined below) by the other party; provided, that in the event of Default, in addition to a party's unilateral right to terminate, this Agreement (i.e., the Agreement and

all outstanding Order Forms) will automatically terminate without any further action by either party. "Default" means: (i) a party's assignment or attempted assignment of this Agreement, or any Order Form or Licensed IP for the benefit of creditors; (ii) if the other party becomes the subject of a proceeding under the bankruptcy laws of the United States; (iii) a party becomes insolvent or generally fails to pay, or admits its inability to pay, all or a substantial part of its debts as they become due, or applies for or is granted a moratorium; or (iv) a receiver, manager, administrator, liquidator, or other similar officer or practitioner is appointed over the whole or any substantial part of a party's business or assets, or any steps are undertaken to that effect in other similar proceedings. A termination pursuant to a Default shall not preclude the recovery of damages permitted by this Agreement by the party not in Default.

ii. Licensor may terminate any Order Form at any time by providing written notice to Subscriber if (i) Fees are not received by the due date, (ii) Subscriber breaches Section 2(a) or 2(b) hereof, or (iii) it determines in good faith that it can no longer provide the Licensed IP because it does not have access to the needed information to provide the Licensed IP or for regulatory reasons, provided that if terminated pursuant to this subclause (iii) any fees paid in advance to Licensor for periods in which the Licensed IP has not been provided on the date of termination shall be refunded pro rata to the Subscriber within thirty (30) days after the date of termination.

iii. Except as otherwise provided in an Order Form, within five (5) business days of termination, Subscriber and all Affiliates and their personnel and independent contractors must return, destroy, or purge all copies, excerpts, modifications and updates of the Data and all modifications and derivatives of the Data made by Subscriber and all supporting documentation and provide, upon request, written certification of destruction and purging.

10. General Terms.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior understandings, statements, agreements, representations, or negotiations, whether oral or written, concerning the same. Except as otherwise set forth herein, this Agreement cannot be amended or modified except by an instrument in writing signed by both parties.

b. Waiver. The waiver by any party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Agreement. If any portion of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in effect to the extent permitted by law.

c. Assignment. Neither party may assign or transfer this Agreement or any Order Form without the other party's written consent, except in Licensor's case to an acquirer or successor in connection with a merger, consolidation, reorganization, or sale of all or substantially all assets, or to an Affiliate. In the event that Subscriber is acquired by or merges with or sells substantially all of its assets to a competitor of Licensor, Licensor has the right to terminate this Agreement and all Order Forms. Subject to the foregoing, this Agreement and all Order Forms shall be binding on and inure to the benefit of the parties and each party's successors, heirs, assigns, agents, administrators, representatives, and trustees. Any assignment or transfer of this Agreement in violation of this Section is null and void.

d. Force Majeure. Licensor shall have no liability whatsoever for interruptions of service or other breach of this Agreement due to fire, explosion, lightning, power surge or failure, water, or floods, acts of God, war, civil disturbance, acts or omissions of communications carriers, governmental acts, natural disasters, strikes or industrial disputes, political disturbances, epidemics, pandemics, and all other circumstances which are out of its reasonable control.

e. No Public Reference. Subscriber shall not make any written or verbal reference, statement or representation relating to Licensor, any of the Licensed IP, or Licensor's business, to any person or generally to the public, in any way that could be interpreted (whether directly or indirectly, expressly or implied) to mean or imply that Licensor in any way endorses, supports, recommends, provides an opinion on, or is associated with Subscriber.

f. Severability. Should any term of this Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, void or otherwise contrary to law or equity, the parties agree that such provision shall be automatically severed and the remainder of this Agreement that can be given effect shall continue to be given effect.

g. Performance. Licensor may use Affiliates and subcontractors in connection with providing the Licensed IP, provided that Licensor is responsible for such Affiliate's and subcontractor's performance as if Licensor has provided the services directly.

h. Survival. The provisions of Sections 3a., 4, 5, 6, 7, 8, 9c.(iii), and 10 shall survive the termination or expiration of this Agreement. Any other obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

i. Third party beneficiaries. Subscriber and Licensor acknowledge and agree that Licensor's third-party suppliers and any Affiliates who perform all or a portion of the Agreement on behalf of Licensor are third-party beneficiaries of this Agreement and have the right to enforce this Agreement as if they were a party hereto.

j. Order of Precedence. In the event of any conflict or inconsistency between the following documents, the order of precedence shall be the Subscription License Agreement and then any Order Form. In the event of any conflict or inconsistency, unless an Order Form expressly states it is amending the Subscription License Agreement, this Subscription License Agreement shall govern and control.

k. Notices. All notices and other communications between the parties required or permitted by this Agreement will be deemed properly given if given to a party at its address or email by: (i) personal service when delivered, (ii) certified mail, return receipt requested, when noted in receipt as delivered, (iii) nationally or internationally recognized courier service, when delivered, or (iv) email when sent if a bounce back message is not received. For the purposes of this Section, Subscriber's address and email are as set forth in the most recent Order Form, and Licensor's address and email are 99 Wall Street #3650, New York, NY 10005 and salesops@retailstat.com, respectively; provided, however, a party can change its address or email by providing written notice to the other party in accordance with this Section.

11. Governing Law.

This Agreement and all claims arising out of or relating to this Agreement, the license or the Licensed IP shall be governed by the laws of the state of New York, excluding the conflicts of law provisions thereof. The parties agree that any action or proceeding arising out of or relating to this Agreement, the license or the Licensed IP shall be exclusively resolved by federal or state courts located in New York, New York and waives any and all rights to claim inconvenient forum. EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.