

# DATA PRODUCT LICENSE AGREEMENT

TidyAnalytics LLC

Effective for all orders placed on or after January 1, 2026

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This Data Product License Agreement (this “Agreement”) is a binding legal contract between TidyAnalytics LLC, a Delaware limited liability company (“Licensor”), and the individual or entity identified on the applicable Order Confirmation (“Licensee”). By placing an order, completing a purchase, or accessing any data product provided by Licensor, Licensee agrees to be bound by the terms of this Agreement. This agreement covers products and services sold by TidyAnalytics, LLC directly or via the tidyanalytics.com website, as well as by the affiliated web properties geofactory.us and genprofile.app, which are wholly owned and operated by TidyAnalytics, LLC.

This Agreement governs all data products purchased from Licensor, whether individually or as part of a product bundle. The specific products, pricing, geographic coverage, delivery method, Licensed Entity designation, and license tier applicable to each transaction are set forth in the Order Confirmation issued by Licensor at the time of purchase. In the event of a conflict between this Agreement and an Order Confirmation, the Order Confirmation shall control with respect to transaction-specific terms, and this Agreement shall control with respect to all other terms.

## 1. DEFINITIONS

**1.1 “Analytical Use”** means the right to host the Licensed Data on a single Designated Platform and to query, analyze, and derive insights from the Licensed Data on that platform, and to publish reports, dashboards, and summaries that incorporate findings derived from the Licensed Data, provided that such publications do not disclose or enable reconstruction, in whole or in substantial part, the underlying granular records. Analytical Use does not include the right to copy, replicate, or transfer the Licensed Data in granular or record-level form from the Designated Platform to any other system, server, database, environment, or platform, except for: (i) Backup Copies as permitted under Section 1.4; and (ii) a single non-production development or research environment as permitted under Section 3.3(a).

**1.2 “Operational Use”** means incorporation of the Licensed Data, or any portion thereof, into automated, repeatable, or production systems used to support ongoing business operations, and includes, without limitation, the use of the Licensed Data as inputs to production scoring models, machine learning models, and predictive models; automated decision-support systems; or production databases, internal applications, APIs, or other data-delivery systems that generate outputs on a recurring or automated basis.

**1.3 “Authorized Users”** means employees, contractors, and agents of the Licensed Entity (and of each Named Affiliate, if any) who require access to the Licensed Data in connection with the Licensed Entity’s internal business operations.

**1.4 “Backup Copy”** means a single dormant copy of the Licensed Data maintained solely for disaster recovery or business continuity purposes. A Backup Copy must be stored in a non-production environment, must not be used for active querying, analysis, or operational purposes, and must not be made accessible to Authorized Users as a working data source on an ongoing basis.

**1.5 “Designated Platform”** means the single database instance, data warehouse account, server, or hosted environment into which the Licensed Entity or Named Affiliate initially loads the Licensed Data, as identified on the Order Confirmation or, if not specified, as first established by the Licensed Entity or Named Affiliate upon receipt of the Licensed Data. The Designated Platform may be cloud-hosted (e.g., a Snowflake account, Amazon RDS instance, Azure SQL Database, or Google BigQuery project) or on-premises (e.g., an internal SQL Server or PostgreSQL instance; a DuckDB database on an analyst’s laptop). A Designated Platform is identified by its logical instance, not by the underlying infrastructure; routine infrastructure changes (such as migrating an RDS instance to a larger instance class, or moving a Snowflake account between cloud regions) do not constitute a change of Designated Platform provided that only one production instance of the Licensed Data exists at any time.

**1.6 “Derivative Work”** means any report, analysis, model, index, data transformation, visualization, or other work product created by Licensee that incorporates findings, statistics, or conclusions derived from the Licensed Data, but that does not contain, disclose, or enable the reconstruction, in whole or substantial part, the underlying granular records.

**1.7 “Internal Integration”** means the right to host the Licensed Data on the Designated Platform and, in addition, to copy, replicate, synchronize, or transfer the Licensed Data (in whole or in part) from the Designated Platform to one or more additional internal systems within the Organizational Boundary, or between and among Licensed Entities and Named Affiliates. Such additional systems may include, without limitation: secondary data warehouses; regional or departmental database servers; development, staging, or testing environments used by Authorized Users; business intelligence platforms; ETL pipelines; or data lakes. Internal Integration includes all rights granted under Analytical Use. Each additional system to which the Licensed Data is propagated constitutes an additional operational instance.

**1.8 “Licensed Data”** means the data product(s) identified in the applicable Order Confirmation.

**1.9 “Licensed Entity”** means the specific legal entity, operating division, or organizational unit identified by name on the Order Confirmation to which the license is granted. The Licensed Entity is the lowest level of organization that is authorized to use the Licensed Data. The Licensed Entity may be: (a) a legal entity (such as a corporation, limited liability company, partnership, or similar body); (b) a named operating division or business unit within a larger legal entity (e.g., “Acme Recreation, a division of Consolidated Industries, Inc.”); or (c) an investment fund or management company (e.g., “Alpha Capital Partners Fund III, LP”). If the Licensed Entity is a division or business unit, the license extends only to that division or unit and not to the parent entity or any sibling divisions or business units, unless such parent or siblings are separately licensed or designated as Named Affiliates.

**1.10 “Named Affiliate”** means any legal entity, division, or organizational unit that: (a) is listed by name on the Order Confirmation as an authorized extension of the Licensed Entity, and is either: (i) the Licensed Entity’s parent or (ii) under the direct or indirect ownership or control of the Licensed Entity or the Licensed Entity’s parent; and (c) has been included in the license at the applicable per-entity add-on fee.

**1.11 “Order Confirmation”** means the invoice, receipt, or order summary issued by Licensor to Licensee at the time of purchase, which identifies: the Licensed Entity; any Named Affiliates; the specific data product(s); the license tier; the Designated Platform (if known at the time of purchase); geographic coverage; delivery method; update frequency; subscription term; and applicable fees.

**1.12 “Organizational Boundary”** means the operational perimeter of the Licensed Entity and its Named Affiliates, if any; it includes all Authorized Users and all internal systems operating within both categories of entities, with each Licensed Entity or Named Affiliate considered and assessed individually for the purposes of assigning usage rights (see Section 3.6 ‘License Rights of Named Affiliates’ for more information on licensing terms and principles).

Organizational Boundary expressly excludes: (a) parent entities, holding companies, or general partners of the Licensed Entity, unless the parent entity is itself a Licensed Entity; (b) sister divisions, sibling business units, or affiliated entities under common ownership that are not designated as Named Affiliates; (c) portfolio companies, investee companies, or fund investments, unless individually designated as Named Affiliates; and (d) any third party, client, customer, franchisee, or external stakeholder of the Licensed Entity.

**1.13 “Redistribution”** means any use that makes the Licensed Data, in either granular or aggregate form, available to any person or entity outside the Organizational Boundary, including but not limited to: embedding in products or services delivered to third parties; transmission to affiliates, portfolio companies, or Affiliates not designated as Named Affiliates; or posting to publicly accessible repositories or platforms for access by clients, customers, stakeholders, or other third parties.

**1.14 “Continuing Maintenance”** means the optional recurring subscription, described in Section 5.4, under which Licensor provides periodic updates, refreshes, and revised vintages of a Licensed Data product to the Licensed Entity.

**1.15 “Omnibus Subscription”** means a subscription covering all data products currently offered by Licensor, as further described in Section 3.8 and, where applicable, in the Master License Order.

**1.16 “Derived Data.”** means any dataset, index, score, model output, statistical summary, feature set, enriched record, or other machine-readable output that is generated, in whole or in material part, by processing, transforming, training upon, or combining the Licensed Data (whether alone or with other data sources), and that does not independently qualify as a Derivative Work under Section 1.6. Derived Data includes the outputs of machine-learning models, predictive algorithms, and automated scoring systems to the extent such outputs were materially informed by the Licensed Data.

**1.17 “Database Rights.”** means any rights in the compilation, selection, arrangement, or systematic organization of data recognized under applicable law, including without limitation the sui generis database right established under Directive 96/9/EC of the European Parliament and of the Council (as transposed into applicable member-state law), and any analogous right under the laws of any other jurisdiction that protects the investment in obtaining, verifying, or presenting the contents of a database, whether or not such rights are classified as intellectual property rights.

**1.18 “Feedback.”** means any suggestion, enhancement request, error correction, recommendation, comment, idea, or other information provided by the Licensed Entity or any Authorized User to Licensor regarding the Licensed Data or any other Licensor product or service, whether solicited or unsolicited, and whether provided orally, in writing, or through electronic means.

**1.19 “Third-Party Data Terms.”** means the terms of use, license conditions, or similar restrictions imposed by a third-party data source (including, without limitation, government agencies, open-data providers, and commercial data suppliers) that apply to any data component incorporated into or underlying the Licensed Data, as identified by Licensor in the documentation accompanying the Licensed Data or in a schedule to the applicable Order Confirmation.

## 2. LICENSED ENTITY AND ORGANIZATIONAL BOUNDARY

**2.1 Identification of Licensed Entity.** Each Order Confirmation shall identify the Licensed Entity by its full legal name (or, if a division or business unit, by its name and the name of its parent legal entity). The license granted under this Agreement attaches to the Licensed Entity so identified, and all rights and restrictions flow from that designation.

**2.2 Downward Flow of Rights.** The license extends to all Authorized Users within the Licensed Entity and within each Named Affiliate listed on the Order Confirmation. Rights flow downward through the Licensed Entity's organizational hierarchy: if the Licensed Entity is a parent company with Named Affiliates, personnel of those Named Affiliates may access the Licensed Data. If the Licensed Entity is a division, only personnel of that division are authorized.

**2.3 No Lateral or Upward Flow.** The license does not extend laterally to sister entities, sibling divisions, or affiliated organizations under common ownership or control, nor upward to any parent entity, holding company, or general partner of the Licensed Entity, unless such entities are themselves separately licensed or expressly designated as Named Affiliates on the Order Confirmation.

**2.4 Adding Named Affiliates.** The Licensed Entity may add Named Affiliates at any time by executing a new Order Confirmation that identifies the additional entity and the applicable per-entity add-on fee. Named Affiliates added mid-term are pro-rated monthly to align with the existing subscription cycle and renewal date (see Section 5.2).

**2.5 Volume Pricing.** Licensor may offer volume discounts for licenses covering multiple Named Affiliates or multiple Licensed Entities under common ownership. Volume pricing, if applicable, will be set forth in the Order Confirmation.

**2.6 Pricing Symmetry.** The per-entity add-on license fee is the same regardless of whether the Licensed Entity is a parent organization, an affiliate, or a division; this ensures that the total cost to license a given set of entities is the same regardless of the order in which entities are added or the organizational direction from which the license expands.

**2.7 Changes in Organizational Structure.** If the Licensed Entity or any Named Affiliate undergoes a merger, acquisition, divestiture, reorganization, or change of control during the license term: (a) the license continues for the surviving or successor entity, provided that the successor entity does not materially expand the Organizational Boundary beyond what was licensed (for example, a merger that doubles the Licensed Entity's headcount or adds new business lines may require a license upgrade); (b) if a Named Affiliate is divested or sold, it ceases to be a Named Affiliate upon completion of the transaction, and the divested entity must obtain its own license to continue using the Licensed Data; and (c) Licensee shall notify Licensor in writing within thirty (30) days of any such change.

## 3. LICENSE GRANT

**3.1 Grant.** Subject to the terms of this Agreement and payment of the applicable fees, Licensor grants to the Licensed Entity and its Named Affiliates, if any, a non-exclusive, non-transferable, revocable license to use the Licensed Data for the license tier specified in the Order Confirmation, within the Organizational Boundary.

**3.2 Default License Tier.** Unless the Order Confirmation expressly specifies otherwise, the license granted herein is for Analytical Use only. Upgrades to Internal Integration or Redistribution require a new Order Confirmation reflecting the applicable fees.

**3.3 Tier Descriptions.** Licensors offers the Licensed Data under three license tiers, each of which is cumulative:

**(a) Analytical Use.** The Licensed Data loaded onto a single Designated Platform. Authorized Users may connect to and query the Designated Platform, perform analyses, and create Derivative Works. The Licensed Data may not be copied, replicated, or transferred from the Designated Platform to any other system, except for: (i) a single Backup Copy maintained in accordance with Section 1.4; and (ii) a single non-production development, testing, or research environment used by Authorized Users for the purpose of building, validating, or refining analytical workflows that consume the Licensed Data.

The development environment and the Designated Platform together constitute the Licensed Entity or Named Affiliate's permitted Analytical Use footprint; the Licensed Entity or Named Affiliate may maintain a Backup Copy for each. This tier does not include Operational Use, as defined in Section 1.2.

**(b) Internal Integration.** Includes all Analytical Use rights, plus the right to copy, replicate, synchronize, or transfer the Licensed Data from the Designated Platform to additional internal systems or between and among Licensed Entities and Named Affiliates, as specified in Section 1.7. Uses of the Licensed Data covered under Section 1.2 'Operational Use' require this license. Each additional system to which the Licensed Data is propagated constitutes an additional Designated Platform, each of which the Licensed Entity or Named Affiliate may maintain a Backup Copy for, in accordance with Section 1.4.

**(c) Redistribution.** Includes all Internal Integration rights, plus the right to make the Licensed Data available beyond the Organizational Boundary to clients, customers, stakeholders, or other third parties, subject to the specific redistribution terms set forth in the Order Confirmation. Redistribution licenses are individually negotiated and may include per-record fees, per-end-user fees, or revenue-sharing arrangements. Uses covered under Section 1.2 'Operational Use' require this license if the scope of distribution extends beyond Organizational Boundary of the Licensed Entity and its Named Affiliates, if any.

**3.4 Geographic Coverage.** Certain data products may be licensed for specific geographic coverage (e.g., individual metropolitan statistical areas, states, regions, or national). The geographic scope is specified in the Order Confirmation. Use of the Licensed Data outside the licensed geographic scope is not authorized.

**3.5 Derivative Works.** The Licensed Entity may create and publish Derivative Works, provided that: (i) such works do not contain record-level or granular data sufficient to reconstruct any material portion of the Licensed Data, and: (ii) include reasonable attribution to Licensors in a form such as "Data sourced from TidyAnalytics LLC" or substantially similar language. Granular records produced through fusion of the Licensed Data with non-licensed internal or third-party sourced data, either individually or in combination, are allowed, provided that such records contain substantially new and novel information, and provided that such granular records are not decomposable back to the Licensed Data used in their creation.

**(a) Derived Data – Allowed Scope and Usage.** Any Derived Data generated by or on behalf of the Licensed Entity shall remain subject to the usage restrictions, tier limitations, and Organizational Boundary constraints applicable to the Licensed Data from which it was generated, regardless of the degree of transformation. Derived Data generated under an Analytical Use license may be used only within the Organizational Boundary and only on the Designated Platform (and permitted development environment), in each case subject to the same restrictions as the Licensed Data itself.

**(b) Derived Data – Additional Licenses.** Any use of Derived Data that constitutes Operational Use, as defined in Section 1.2, requires an Internal Integration license. Any distribution of Derived Data to persons or entities outside the Organizational Boundary—including, without limitation, the licensing of predictive models, scoring outputs, or enriched datasets that were materially informed by the Licensed Data—constitutes Redistribution and requires a Redistribution license.

**(c) Derived Data – Prohibited Activity.** The Licensed Entity may not use Derived Data to circumvent, or to assist any third party in circumventing, the restrictions on use set forth in this Agreement, including without limitation the prohibitions in Section 6.3 (No Competing Products).

Notwithstanding the foregoing, nothing in this section limits, or seeks to limit, the Licensed Entity's ownership of any independently developed intellectual property that does not incorporate or derive from the Licensed Data.

**3.6 License Rights of Named Affiliates.** For the purposes of assigning use rights, each Named Affiliate is considered an independent entity, and use-rights tiers for a Licensed Entity and its Named Affiliates, or among different Named Affiliates of a common Licensed Entity, do not need to be uniform; each license tier is assigned individually to each Licensed Entity and its Named Affiliates, based on actual and prospective usage scenarios within each Organizational Boundary.

An Internal Integration license on the part of the original Licensed Entity is *not* required to add an additional Named Affiliate, provided such add-on entities need only portal or query access to Licensed Data that remains directly hosted by the original Licensed Entity Designated Platform, rather than hosted by the Named Affiliate; in these cases, the only licenses required are the base (Analytical Use) License held by the originating Licensed Entity, plus the per-entity add-on fee for each Named Affiliate (also for Analytical Use, as default).

When the Licensed Entity holds an Internal Integration license, a Named Affiliate may host its own operational instance of the Licensed Data, received from the Licensed Entity's Designated Platform or another authorized instance. The Internal Integration license does not automatically extend to the Named Affiliate, however; Named Affiliates can optionally license for Internal Integration by paying the applicable Internal Integration fee, which confers the rights detailed in Section 3.3.(b) within their Organizational Boundary.

**3.7 Bundles.** Licensor may offer product bundles combining multiple data products at a bundled price. The specific products included in a bundle are identified in the Order Confirmation. Bundle pricing applies only to the specific combination of products identified and may not be decomposed or applied to individual products purchased separately.

**3.8 Omnibus Subscription.** Licensor offers an Omnibus Subscription that provides the Licensed Entity with access to all data products currently offered by Licensor for a single annual fee. The Omnibus Subscription includes access to any new data products released by Licensor during the subscription term at no additional charge. Omnibus subscribers benefit from early access to selected

new data products and features prior to general release, and the opportunity to provide input on product roadmap priorities and feature development. Omnibus Subscription terms and options, including applicable fees, are set forth in the Order Confirmation or, where applicable, the Master License Order.

**3.9 Reservation of Rights.** All rights not expressly granted herein are reserved by Licensor. Nothing in this Agreement shall be construed as granting the Licensed Entity any ownership interest in the Licensed Data or any intellectual property rights of Licensor. Without limiting the generality of the foregoing, the Licensed Data is protected by copyright, Database Rights, trade secret law, and any other applicable intellectual property or proprietary-right protections in each jurisdiction in which the Licensed Data is used. The Licensed Entity acknowledges that the compilation, selection, and systematic organization of the Licensed Data considered together constitute protectable intellectual property of Licensor, and that this Agreement governs the Licensed Entity's use of the Licensed Data irrespective of whether any particular data element, taken in isolation, is or is not subject to copyright protection.

**3.10 Feedback.** If an Authorized User provides suggestions, ideas, or feedback regarding the Licensed Data or Services ("Feedback"), both parties agree that Licensee feedback is provided freely and without obligation or expectation of remuneration, and that the Licensor may freely use, disclose, reproduce, license, or otherwise exploit such Feedback without compensation to either the Authorized User or Licensed Entity. The Licensed Entity represents that it has the right to provide such Feedback and that the Feedback does not contain confidential information of any third party.

**3.11 Retained Perpetual License.** In the case of subscription non-renewals, with the exception of cases covered by Section 6.5, the Licensed Entity and Named Affiliates, if any, shall retain a perpetual, non-exclusive, non-transferable license to use the most recent vintage of the Licensed Data delivered prior to the last date covered by non-renewed subscription or initial purchase term, subject to all restrictions applicable to the license tier in effect at the end of the term, including the Organizational Boundary, Designated Platform, and use-tier restrictions set forth in Section 3.

## 4. DELIVERY AND UPDATES

**4.1 Delivery.** Licensor shall deliver the Licensed Data in the format and via the delivery mechanism specified in the Order Confirmation.

**4.2 Updates.** If the Order Confirmation specifies a subscription that includes periodic updates, Licensor shall provide such updates at the stated frequency. Updates are included in the subscription fee unless otherwise noted.

**4.3 Data Quality.** Licensor uses commercially reasonable efforts to ensure the accuracy and completeness of the Licensed Data but does not warrant that the data is error-free. Licensor shall promptly correct material errors brought to its attention.

## 5. FEES AND PAYMENT

**5.1 Fees.** The Licensed Entity shall pay the fees set forth in the Order Confirmation. All fees are in U.S. dollars and are due within thirty (30) days of invoice unless otherwise specified.

**5.2 Named Affiliate Fees.** Each Named Affiliate added to the license is subject to the per-entity add-on fee specified in the Order Confirmation or, if not specified, as quoted by Licensor at the time of

addition. Mid-term additions are pro-rated in monthly increments to align with the existing renewal date of the currently active license.

**5.3 Pricing Adjustments.** Licensor may adjust fees for data products and subscriptions from time to time at its discretion. Any fee adjustment shall take effect at the next renewal date and shall not apply retroactively to prepaid subscription periods. Licensor shall provide written notice of any fee adjustment at least thirty (30) days prior to the renewal date at which the adjustment takes effect.

**5.4 Continuing Maintenance.** Licensor offers an optional Continuing Maintenance subscription for each Licensed Data product, which entitles the Licensed Entity to receive periodic updates, refreshes, and revised vintages of the Licensed Data for as long as the Continuing Maintenance subscription remains active. The Continuing Maintenance fee for each product is set forth in the applicable Order Confirmation as a separate line item.

- (a) **Opt-In.** Continuing Maintenance is not included automatically with the purchase of a Licensed Data product. The Licensed Entity may elect Continuing Maintenance at the time of initial purchase (in which case the maintenance fee shall be quoted on the Order Confirmation and guaranteed for the initial maintenance term) or at any time thereafter. If the Licensed Entity has not elected Continuing Maintenance, Licensor will contact the Licensed Entity approximately thirty (30) days prior to the expiration of the base license term to offer enrollment.
- (b) **Auto-Renewal.** Once elected, the Continuing Maintenance subscription renews automatically and continues in effect until affirmatively canceled by the Licensed Entity. Licensor will provide informational notice at least 30 days prior to the end of the subscription cycle. Cancellation may be requested at any time; in these cases, the current subscription term benefit continues until the end the subscription cycle, without renewal for the following cycle; there is no proration or refund of fees for the current maintenance cycle.
- (c) **Preferred Pricing.** As a matter of company policy, Licensor extends preferred pricing on Continuing Maintenance for updates to a previously purchased product to any Licensed Entity that maintains at least one active Licensed Data product; this current product does not have to be the original product being upgraded. *Preferred pricing, once established for a given product, shall remain in effect for the life of the Licensed Entity's account so long as the Licensed Entity continues to hold at least one current license.* Preferred pricing terms, if applicable, are documented on the Order Confirmation.

**5.5 Price Change Notification.** Licensor shall notify the Licensed Entity in writing of any change to the published price of any Licensed Data product for which the Licensed Entity holds a current license or active Continuing Maintenance subscription. Such notice shall be provided at least thirty (30) days prior to the effective date of the price change.

**5.6 Late Payment.** Overdue amounts shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

**5.7 Taxes.** All fees are exclusive of applicable taxes. The Licensed Entity is responsible for any sales, use, or similar taxes, except taxes based on Licensor's net income.

## 6. RESTRICTIONS ON USE

**6.1 Organizational Boundary and Platform Restrictions.** The Licensed Entity shall not make the Licensed Data (in granular or record-level form) available to any person or entity outside the

Organizational Boundary, except as expressly authorized under a Redistribution license tier. In addition, under an Analytical Use license, the Licensed Entity shall not copy, replicate, synchronize, or transfer the Licensed Data from the Designated Platform to any other system (except for Backup Copies as permitted under Section 1.4 and the single development environment permitted under Section 3.3(a)); any replication beyond these exceptions requires an upgrade to Internal Integration.

Transient or automatic duplication of the Licensed Data that occurs at the infrastructure layer and over which the Licensed Entity has no practical control—including, without limitation, content delivery network (CDN) caching, database engine read replicas managed by the cloud provider as part of the platform's standard availability architecture, in-memory query caching, and similar infrastructure-level processes—shall not constitute copying, replication, or an additional operational instance for purposes of this Agreement.

**6.2 No Reverse Engineering.** The Licensed Entity shall not reverse engineer, decompile, or attempt to derive the source methodology, algorithms, or compilation processes used by Licensor in creating the Licensed Data.

**6.3 No Competing Products.** The Licensed Entity shall not use the Licensed Data to create a data product that competes with or substitutes for the Licensed Data or any other data product offered by Licensor.

**6.4 Security.** The Licensed Entity shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect the Licensed Data from unauthorized access, use, or disclosure.

**6.5 Return or Destruction – Termination for Cause.** Upon termination of the license pursuant to Section 10.3 (Termination for Cause), the Licensed Entity and Named Affiliates, if any, shall, within thirty (30) days, delete or destroy all copies of the Licensed Data in its possession or control (and in the possession or control of each Named Affiliate) and certify such deletion or destruction in writing upon Licensor's request. The Licensed Entity may retain Derivative Works created during the license term and may retain archival copies of the Licensed Data to the extent required by applicable law or regulation, provided such retained copies remain subject to the confidentiality and use restrictions of this Agreement.

**6.6 Third-Party Data Terms.** The Licensed Entity acknowledges that certain components of the Licensed Data may incorporate or be derived from data provided by third-party sources, and that such components may be subject to Third-Party Data Terms. Where Licensor identifies applicable Third-Party Data Terms in the documentation accompanying the Licensed Data or in a schedule to the Order Confirmation, the Licensed Entity shall comply with such terms as a condition of its license.

Licensor shall use commercially reasonable efforts to notify the Licensed Entity of any material change to Third-Party Data Terms that comes to Licensor's attention and that affects the Licensed Entity's permitted use of the Licensed Data. In the event that a change in Third-Party Data Terms materially restricts the Licensed Entity's previously authorized use, the Licensed Entity may, within thirty (30) days of receiving notice of such change, terminate the affected license and receive a pro-rata refund of any prepaid and unused fees attributable to the affected component.

## 7. CONFIDENTIALITY

**7.1 Obligations.** Each Party agrees to hold the other Party's confidential information in confidence and not to disclose it to any third party without prior written consent, except as required by law.

**7.2 Exceptions.** Confidential information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed without use of the disclosing party's confidential information; or (d) is lawfully received from a third party without restriction.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1 Licensor Representations.** Licensor represents and warrants that:

- (a) it has the right and authority to grant the licenses contemplated herein, including any rights necessary to sublicense third-party data components incorporated into the Licensed Data, subject to the applicable Third-Party Data Terms;
- (b) the Licensed Data does not, to Licensor's knowledge, infringe upon the intellectual property rights or Database Rights of any third party;
- (c) the Licensed Data has been compiled using commercially reasonable methodologies; and
- (d) Licensor shall identify in the documentation accompanying the Licensed Data, or in a schedule to the applicable Order Confirmation, any Third-Party Data Terms of which Licensor is aware that impose material restrictions on the Licensed Entity's use of the Licensed Data beyond those set forth in this Agreement.

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, THE LICENSED DATA IS PROVIDED "AS IS." LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE LICENSED DATA WILL BE ERROR-FREE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE.

## 9. LIMITATION OF LIABILITY

**9.1 Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE LICENSED ENTITY TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**9.2 Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, REGARDLESS OF THE THEORY OF LIABILITY.

## 10. TERM AND TERMINATION

**10.1 Term.** Unless the Order Confirmation expressly designates the purchase as a subscription, each data product purchase is a one-time transaction. The license for a one-time purchase covers the specific data vintage delivered and all subsequent vintages of that product released by Licensor during the twelve (12) months following the date of delivery. One-time purchases do not carry a subscription or renewal obligation. Continuing Maintenance subscriptions, Omnibus Subscriptions, and any other recurring services are governed by the subscription terms set forth in Section 5.3 and Section 10.2.

**10.2 Renewal.** Subscription licenses (including Continuing Maintenance) renew automatically for successive terms of the same duration unless the Licensed Entity provides written notice of cancellation on or before the renewal date. Upon cancellation, the subscription remains active through the end of the then-current paid term.

**10.3 Termination for Cause.** Either Party may terminate the license for a specific data product immediately upon written notice if the other Party commits a material breach and fails to cure such breach within thirty (30) days after receipt of written notice.

**10.4 Termination for Convenience.** The Licensed Entity may elect not to renew any subscription by providing written notice on or before the applicable renewal date; no advance notice period beyond the renewal date itself is required. Licensor may terminate any license or subscription for convenience upon ten (10) days' written notice to the Licensed Entity. In either instance, no refund or proration shall be due for the remainder of a paid term.

**10.5 Effect of Termination.** Upon termination or subscription non-renewal, Sections 1, 3.5, 6.5, 7, 8.2, 9, and 11 survive termination and apply to all retained Licensed Data covered by Section 3.11 'Retained Perpetual License'.

## 11. GENERAL PROVISIONS

**11.1 Audit.** Licensor may, upon fifteen (15) business days' written notice, audit the Licensed Entity's use of the Licensed Data to verify compliance, including verification that: the Licensed Data has not been shared beyond the Organizational Boundary; the Licensed Data resides only on the Designated Platform (and the permitted development environment and Backup Copies) under an Analytical Use license; and any replication under an Internal Integration license is limited to systems within the Organizational Boundary. Audits shall occur no more than once per year, during normal business hours, at Licensor's expense unless a material breach is discovered, in which case the Licensed Entity shall bear the reasonable cost of the audit.

**11.2 Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota, without regard to conflict of law principles.

**11.3 Dispute Resolution.** Any dispute arising under this Agreement shall first be submitted to good-faith negotiation. If not resolved within thirty (30) days, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with the arbitration to take place in Minneapolis, Minnesota.

**11.4 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except that Licensor may assign in connection with a merger, acquisition, or sale of substantially all of its assets.

**11.5 Entire Agreement.** This Agreement, together with all applicable Order Confirmations, constitutes the entire agreement between the Parties with respect to the Licensed Data and supersedes all prior agreements and understandings.

**11.6 Amendment.** Licensor may update this Agreement from time to time by posting a revised version on its website. The revised Agreement shall apply to all new orders placed after the posting date. Existing subscriptions shall continue under the version in effect at the time of the most recent Order Confirmation until the next renewal, at which point the then-current version shall apply. Licensor shall maintain an archive of prior versions on its website.

**11.7 Severability.** If any provision is held invalid, the remaining provisions continue in full force.

**11.8 Waiver.** Failure to enforce any provision does not constitute a waiver of the right to enforce it later.

**11.9 Notices.** All notices shall be in writing and delivered to the addresses on file with Licensor (for notices to the Licensed Entity) or to the address published on Licensor's website (for notices to Licensor). Email notice is sufficient if confirmed by the recipient or followed by written notice within five (5) business days.

**11.10 Acceptance.** By placing an order, completing a purchase, or accessing any Licensed Data, the Licensed Entity acknowledges that it has read, understood, and agrees to be bound by this Agreement. If the person placing the order is acting on behalf of an organization, such person represents that they have the authority to bind that organization to this Agreement and to designate the Licensed Entity on the Order Confirmation.

## APPENDIX: ILLUSTRATIVE EXAMPLES

This appendix is provided for illustrative purposes to clarify the application of the Licensed Entity and Organizational Boundary concepts. It is incorporated by reference into the Agreement and reflects the Parties' shared understanding of how these terms apply in common scenarios.

### Example 1: Private Equity Fund — Internal Use

<b>Licensed Entity:</b>	Alpha Capital Partners Fund III, LP
<b>Named Affiliates:</b>	None
<b>Licensed Tier:</b>	Analytical Use
<b>Designated Platform:</b>	Fund III's Snowflake account (single instance)
<b>Who may access:</b>	Partners, analysts, and associates of Fund III, connecting to the Snowflake instance
<b>Who may NOT access:</b>	Alpha Capital's management company; Alpha Capital Fund I, II, or IV; any portfolio company of Fund III; Alpha Capital's affiliated real estate or credit funds
<b>Platform restriction:</b>	Data resides only in the Fund III Snowflake account plus one Backup Copy. Copying to a secondary analytics database or a portfolio company's systems would require an Internal Integration upgrade.
<b>Expansion path:</b>	Fund III may add individual portfolio companies as Named Affiliates at the per-entity add-on fee, and upgrade to Internal Integration to replicate data to those Affiliates' systems

### Example 2: Private Equity — License for a Portfolio Company

<b>Licensed Entity:</b>	FastServ Restaurants Inc. (a portfolio company of Alpha Capital Fund III)
<b>Named Affiliates:</b>	None
<b>Licensed Tier:</b>	Analytical Use
<b>Designated Platform:</b>	FastServ's internal PostgreSQL server
<b>Who may access:</b>	Employees and contractors of FastServ Restaurants, querying the PostgreSQL instance
<b>Who may NOT access:</b>	Alpha Capital Partners (the fund); Alpha Capital's management company; other portfolio companies of Fund III; FastServ's individual franchise operators
<b>Platform restriction:</b>	Data resides only on the single PostgreSQL server plus one Backup Copy. FastServ may not replicate the data to a separate analytics warehouse or regional servers without upgrading to Internal Integration.
<b>Expansion path:</b>	FastServ may upgrade to Internal Integration to propagate data across internal systems; Alpha Capital may obtain a separate license for its own fund-level use

### Example 3: Corporate Division

<b>Licensed Entity:</b>	Acme Recreation, a division of Consolidated Industries, Inc.
<b>Named Affiliates:</b>	None
<b>Licensed Tier:</b>	Internal Integration
<b>Designated Platform:</b>	Acme Recreation's Snowflake account
<b>Additional instances:</b>	Acme Recreation may replicate the data from Snowflake to its regional planning databases and its Tableau Server environment, each constituting an additional operational instance with its own permitted Backup Copy
<b>Who may access:</b>	Employees of the Acme Recreation division
<b>Who may NOT access:</b>	Consolidated Industries corporate headquarters (unless acting in support of Acme Recreation); Acme Manufacturing division; Acme Financial Services division; any other Consolidated Affiliate
<b>Expansion path:</b>	Consolidated Industries may become the Licensed Entity (with Acme Recreation and other divisions as Named Affiliates) at the applicable multi-entity pricing

**Example 4: Enterprise-Wide License with Named Affiliates**

<b>Licensed Entity:</b>	Consolidated Industries, Inc.
<b>Named Affiliates:</b>	Acme Recreation; Acme Manufacturing
<b>Licensed Tier:</b>	Internal Integration
<b>Designated Platform:</b>	Consolidated's enterprise Azure SQL Database
<b>Additional instances:</b>	Under Internal Integration, Consolidated may replicate the data to Acme Recreation's regional servers and Acme Manufacturing's analytics environment. Each Affiliate's instance is an additional operational instance within the Organizational Boundary, each with a permitted Backup Copy.
<b>Who may access:</b>	Employees of Consolidated Industries corporate, Acme Recreation, and Acme Manufacturing
<b>Who may NOT access:</b>	Acme Financial Services (not a Named Affiliate); any joint venture partner; external consultants (unless engaged as contractors of a licensed entity)
<b>Expansion path:</b>	Add Acme Financial Services as a Named Affiliate via a new Order Confirmation at the per-entity add-on fee (Analytical Use default); Acme Recreation adds an Internal Integration license to build and deploy a dashboard app that is available to Acme Recreation employees globally

**Example 5: Franchise System**

<b>Licensed Entity:</b>	BrightClean Franchising Corp.
<b>Named Affiliates:</b>	None
<b>Licensed Tier:</b>	Analytical Use
<b>Designated Platform:</b>	BrightClean's Amazon RDS instance

<b>Who may access:</b>	Corporate employees of BrightClean Franchising Corp., querying the RDS instance
<b>Who may NOT access:</b>	Individual BrightClean franchisees (these are independent operators, not Affiliates); BrightClean's parent holding company
<b>Platform restriction:</b>	Data resides only on the single RDS instance plus one Backup Copy. BrightClean may not replicate the data to a separate franchise-facing portal or regional databases without upgrading to Internal Integration (for internal replication) or Redistribution (if making data accessible to franchisees).
<b>Expansion path:</b>	If BrightClean wishes to provide data-driven site selection reports to franchisees, it would need a Redistribution license. If it only needs to replicate internally (e.g., to a staging environment and a BI server), Internal Integration would suffice. Individual franchisees may purchase their own Analytical Use licenses.

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Questions regarding this Agreement may be directed to:

TidyAnalytics LLC

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