DATA SUBSCRIPTION AGREEMENT FOR AWS MARKETPLACE

This Agreement is entered into by and between Visier and the party executing an Order for the Data ("Subscriber") as of the date of the Order. This Agreement sets forth the terms and conditions under which Visier will provide Subscriber with access to and use of the Data. Each Order is subject to the terms and conditions of this Agreement. All updates, modifications, and enhancements to the Data and all Data subsequently purchased by Subscriber under an Order are subject to the terms and conditions of this Agreement. By executing an Order on AWS Marketplace, Subscriber agrees to be bound to the terms herein. Capitalized terms not otherwise defined herein have the meanings given to them in Section 12 (Definitions).

1.   Subscription

1.1.   Subject to the terms of this Agreement and payment of all applicable fees according to the Order, Visier will make the Data available to Subscriber, and Subscriber will receive the Data as set forth in the Order in accordance with this Agreement. A Subscription, as described in the applicable Order, includes Data distributed via AWS Marketplace which may be downloaded via Amazon Simple Storage Services or other available functionality.

1.2.   The term of Subscription will be set forth in the Order.

1.3.   Subscriber shall pay the applicable fees according to the Order of each product. The payment date and method shall be as defined by AWS Marketplace. Subscriber shall provide the information required for the Order in accordance with the usage instructions on AWS Marketplace. The parties acknowledge that the Subscription is subject to Subscriber's AWS Customer Agreement and AWS Service Terms or other agreement with AWS governing use of AWS services, and such terms shall prevail to the extent that they conflict with any of the foregoing components of the Subscription.

2.   License

2.1.   Visier grants Subscriber license to use Data solely for the internal business purposes of Subscriber, on a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide basis.

2.2.   Subscriber shall not claim any rights in reproductions beyond the scope of the rights to use the original Data herein and shall not allow any Representatives of Subscriber to claim any rights.

2.3.   If Subscriber is a corporation or other legal entity, the Data may be used only by the minimum necessary number of the Subscriber's Representatives and Employees. However, Subscriber is fully responsible to Visier for the actions of its Representatives and Employees in connection with usage of the Data.

2.4.   Subscriber may disclose, present, or publish limited excerpts of the Data for academic or thought leadership purposes, but not for commercial or sale purposes, provided that Visier is provided with copies of any proposed disclosures, presentations or publications at least thirty (30) days before the proposed date of such publication and further provided that, if Visier gives written notice within fifteen (15) days after delivery of the proposed disclosure to Subscriber indicating that it objects to the proposed publication, the parties comply with Sections 2.5 and 2.6.

2.5.   Visier may object to a proposed publication on the grounds that the publication contains (i) Visier Intellectual Property Rights not subject to the grant of license herein, (ii) confidential or proprietary information of Visier, or (iii) information that might identify an individual or customer of Visier.

2.6.   Where Visier has made an objection as provided for in this Section, Subscriber will immediately remove from the publication such materials that Visier reasonably deems to be objectionable, after which the proposed publication may be presented or published by Subscriber.

2.7.   The authors of a publication, excluding Visier Intellectual Property Rights, will retain the copyright in the publication.

2.8.   Subscriber shall afford to Visier reasonable acknowledgment in any publication made in connection with the Data.

2.9.   The rights and obligations of the parties as set forth in Subsections 2.4-2.9 will not be affected by any expiration, termination or cancelation of this Agreement. For clarity, Subsections 2.4-2.9 herein shall survive expiration, termination or cancelation of this Agreement.

3.   Restrictions

3.1.   Subscriber, its affiliates, Representatives and Employees may not, and may not permit any person or entity to: (i) resell, transfer, make available, or allow the use of the Data, or any part thereof, directly or indirectly, to or by any person who is not authorized under this Agreement or for the benefit of any third party; (ii) copy, reverse engineer or otherwise attempt to obtain the source code for any component of the Data; (iii) make any component of the Data available by loan, rental, service bureau, external time sharing or similar arrangement; (iv) share a Subscription with anyone other than the designated Subscriber; (v)

export or re-export the Data, or any component or direct product thereof, except in compliance with all applicable export laws, restrictions, and regulations; (vi) to the extent the Data is provided in a manner that does not identify an individual, use the Data to create, generate, or infer any information relating to the identity of an individual; or (vii) remove, overprint, deface, obfuscate, or change any notice of confidentiality, editing restriction, copyright, trademark, logo, legend, or other notices of ownership or other rights from the Data.

4.   Term and Termination

4.1.   This Agreement shall commence on the Order date and continue until the Subscription has expired or is otherwise canceled or terminated in accordance with the Agreement.

4.2.   Each Order will specify the duration of the initial term for each Subscription made in that Order. Unless otherwise specified in the applicable Order, upon expiration of the initial term or any subsequent renewal term, a Subscriptions in the Order will automatically renew for additional successive renewal terms, each with a duration equal to the duration of the expiring term, unless Subscription is otherwise canceled or terminated.

4.3.   Subscriber may cancel or terminate Subscription at any time using the cancellation or termination functionality available through the AWS Services. Visier will not provide Subscriber a refund of fees, even if the Subscription term has not expired.

4.4.   Visier may cancel, terminate or suspend Subscriber's access to and use of the Subscription (i) if Visier reasonably believes Subscriber is in breach of any obligation or restriction under the Agreement. Subscription will resume within a reasonable time after the breach or delinquency has been corrected. Visier shall not be liable to Subscriber or other third party for any suspension of the Subscription pursuant to this Section.

5.   Confidentiality

5.1.   Each party agrees that Confidential Information shall be maintained in confidence and not disclosed, used or duplicated, except as permitted in the Agreement. Recipient shall not copy or disclose Discloser's Confidential Information except to its Representatives who need to know the Confidential Information in order to perform under this Agreement. Recipient and its Representatives may use Confidential Information only in connection with this Agreement. Recipient will protect Discloser's Confidential Information with the same, but not less than reasonable, standard of care it uses to protect its own Confidential Information. Each party shall promptly inform the other party of any unauthorized disclosure of, or access to, the other party's Confidential Information.

5.2.   No more than thirty (30) days after expiration or termination of this Agreement, Recipient will cease use of and return or destroy all copies or extracts of Discloser's Confidential Information except that Recipient may retain portions of Confidential Information in accordance with its procedures implemented to comply with applicable law or regulation, litigation hold or audit logging requirements, provided that such Confidential Information remains subject to the terms of the Agreement and may not be used except for such compliance purposes. At the request of Discloser, Recipient will provide a certificate, signed by its authorized representative, acknowledging that Discloser's Confidential Information has been returned or destroyed in accordance with these terms.

5.3.   The foregoing limitations on the disclosure and use of Confidential Information will not apply if the Confidential Information: (i) was already known to Recipient, other than under an obligation of confidentiality, at the time of disclosure by Discloser; (ii) was or becomes generally available to the public or otherwise part of the public domain, through no fault of Recipient or its Representatives; (iii) was lawfully received from a third party who rightfully acquired it and did not obtain or disclose it in violation of any confidentiality agreement or obligation; or (iv) was independently developed by Recipient without the use of, or reference to, the Confidential Information of Discloser.

5.4.   A party's breach of its confidentiality obligations hereunder may cause the aggrieved party to suffer irreparable harm in an amount not easily ascertained. The parties agree that, upon any actual or threatened breach of a party's confidentiality obligations hereunder, the aggrieved party will be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

5.5.   If Recipient is required by law to disclose Discloser's Confidential Information, Recipient may do so, but will first, if legally permissible, provide Discloser with prompt notice of such pending disclosure so that Discloser may seek to contest or limit such disclosure and Recipient will provide reasonable assistance to Discloser at Discloser's expense.

6.   Intellectual Property Rights

6.1.   Except as expressly set forth herein, this Agreement does not grant Subscriber any rights, implied or otherwise, to Visier's intellectual property. As between the parties, Visier owns all Intellectual Property Rights in and to the Data.

6.2.   If Subscriber provides feedback to Visier, including but without limitation suggestions, recommendations, enhancement requests and other feedback related to the design, function, or operation of Visier's products and/or Data, Subscriber hereby grants to Visier a royalty-free, worldwide, transferable, no-charge, sub-licensable, irrevocable, and perpetual license to use, disclose, reproduce, license, distribute and exploit the feedback entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

7.   Warranties

7.1.   Each party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such party's performance hereunder will not breach any other agreement to which the party is a party or is bound or violate any obligation owed by such party to any third party. Subscriber represents and warrants that the hardware, software, network and any other equipment used to access the Data will not infringe the copyrights or other rights of any third party.

8.   Disclaimers

8.1.   SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE DATA IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, THE RISK OF ANY USE SUBSCRIBER MAKES OF THE DATA IS SUBSCRIBER'S OWN, AND NEITHER VISIER, NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR LICENSORS MAKE, AND VISIER, ITS AFFILIATES, EMPLOYEES, AGENTS, AND LICENSORS HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, TIMELINESS, QUALITY, ACCURACY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8.2.   SUBSCRIBER'S DECISIONS BASED ON THE DATA IS ENTIRELY SUBSCRIBER'S OWN AND VISIER ASSUMES NO RESPONSIBILITY FOR THE CONSEQUENCES RESULTING FROM SUBSCRIBER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, CONSEQUENCES BASED ON ERRORS OR OMISSIONS, THE ACCURACY OR REASONABLENESS OF SCIENTIFIC ASSUMPTIONS, STUDIES, OR CONCLUSIONS, OR THE PRESENCE OF BIAS.

9.   Limitations of Liability

9.1.   SUBJECT TO SECTIONS 9.3, IN NO EVENT WILL VISIER BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT FORESEEN OR FORESEEABLE.

9.2.   SUBJECT TO SECTIONS 9.3, VISIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL NOT EXCEED OF TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY VISIER FROM THE SUBSCRIBER FOR THE SUBSCRIPTION FOR A PERIOD OF UP TO ONE (1) YEAR FROM THE MONTH IN WHICH THE DAMAGE OCCURRED.

9.3.   THE EXCLUSIONS OF OR LIMITATIONS ON LIABILITY SET FORTH IN SECTION 9.1 AND 9.2 WILL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.   Notices

All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given: (i) when verified by written receipt if sent by personal courier or overnight courier or mail with verification of receipt; (ii) when received if sent by mail without verification of receipt; or (iii) when verified by automated receipt or electronic logs if sent by email, provided e-mail shall not be sufficient for notice of breach, termination or indemnifiable claim. Notices to Subscriber shall be addressed to the contact designated in the relevant Order and Visier shall be entitled to rely on that address until Subscriber gives Visier notice that such address is no longer valid. Notices to Visier shall be addressed: by courier or by postal mail to Visier, Inc., 548 Market Street, #62284, San Francisco, CA 94104-5401 USA, ATTN Legal Department; or by e-mail (where permissible) to legal@visier.com.

11.   General Provisions

11.1.   This Agreement supersedes all prior oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any party hereto unless made in writing and signed by a duly authorized representative of each party hereto. Notwithstanding any language to the contrary therein nor any requirement of affirmative acceptance, no term, condition or provision of any purchase order, invoice, registration portal, 'click-through' form, or other administrative document or procedure issued by Subscriber or any third party to Visier in connection to this Agreement will be deemed to affect, modify, alter or expand the rights, duties or obligations of the parties hereunder, or otherwise modify this Agreement, regardless of any failure of Visier to refute or object to such term, condition or provision.

11.2.   This Agreement is binding on the parties hereto and their respective successors and permitted assigns, is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person

or entity. The parties agree that there are no third-party beneficiaries to this Agreement. The relationship established between the parties by the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to: (i) give either party the power to direct and/or control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking; or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever, except as contemplated by the Agreement.

11.3.   A party may not assign, make assignable, or otherwise transfer this Agreement or any portion thereof, nor any of its rights or obligations thereunder, by operation of law or otherwise, and any attempt to do so shall be null and void.

11.4.   The validity, interpretation and enforceability of the Agreement shall be governed by the laws of the State of California, USA without regard to its conflict of laws principles. The parties hereby submit to the nonexclusive, personal jurisdiction of the state and federal courts located in the County of Santa Clara, California. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded. If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of the Agreement or any other provision hereof shall not be affected. In addition, the parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law. The headings in the Agreement are for reference purposes only and shall not affect the meaning or construction of the terms and conditions. The Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.

11.5.   If Subscriber is a U.S. federal government department or agency or contracting on behalf of such department or agency, Visier provides the Data for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Agreement and any use, modification, reproduction, license to, display, or disclosure of the Services by a U.S. federal government department or agency shall be governed solely by the terms and conditions of the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). The Data is deemed to be 'commercial computer software documentation'. If a government agency has a need for rights not conveyed under this Agreement, it must negotiate with Visier to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.6.   Except where expressly stated otherwise, all remedies are cumulative and in addition to and not in lieu of any other remedy the party may have at law or in equity. In the event of any litigation of any controversy or dispute arising out of or in connection with the Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs.

11.7.   Neither party shall be responsible for any delay or failure in performance resulting from acts beyond its reasonable control to the extent that such acts could not have been prevented or avoided by the exercise of reasonable diligence by the affected party, including, without limitation, act of God, act of war or terrorism, riot, epidemic, fire, flood, or act of government.

11.8.   No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in writing.

11.9.   Notwithstanding any expiration, cancelation or termination of the Agreement, Sections 3 through 12 (inclusive) of this Agreement shall survive such expiration, cancelation or termination and remain in full force and effect.

11.10.   Communication   between   the   parties   is   subject   to   Visier's   Privacy   Statement,   located   at https://www.visier.com/privacy/.

12.   Definitions.

"Agreement" means collectively the Data Subscription Agreement, the Order(s), and all exhibits, amendments, addendums and supplements thereto, if any.

"AWS   Marketplace"   means   the   marketplace   operated   by   Amazon   Web   Services,   Inc.   located   at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

"AWS Services" means the cloud computing services offered by Amazon Web Services, Inc., as they may be updated from time to time.

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"Confidential Information" means any business or technical information of Discloser or its affilliates, whether provided in written, electronic, oral or any other form, that: (i) is clearly marked or identified as "confidential" or "proprietary" at the time of disclosure; (ii) Recipient knows or should reasonably understand is the confidential or proprietary information of Discloser or its affiliates; or (iii) belongs to one of the following categories: Data, aggregate data sets, financial data, technical data, technical algorithms, product documentation, product software in source code, object code, or any other form, and the terms of the Agreement.

"Data" means Visier's proprietary benchmark datasets based on aggregate data identified in the applicable Order, including any revisions, updates, modifications, enhancements, and additional data, made available through AWS Marketplace.

"Discloser" means the party disclosing, or on whose behalf its Representatives are disclosing, Confidential Information.

"Employee" means any non-terminated personnel of Subscriber or its affiliates, including without limitation full-time, part-time, casual, fixed-term, commission, trainee and probationary employees and contractors, whether active or inactive, authorized by Subscriber to access and use the Data as permitted under this Agreement.

"Intellectual Property Rights" means all current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and all similar rights.

"Order" means the Subscriber's executed order for a one-time purchase of Data or a subscription term to Data, as set forth in the detail page on AWS Marketplace and subject to the terms and conditions of this Agreement.

"Recipient" means the party receiving, or on whose behalf its Representatives are receiving, Confidential Information.

"Representatives" means, with respect to a party, the directors, officers, employees, subcontractors, and agents (including, without limitation, attorneys, accountants, and auditors) of the party and its affiliates.

"Subscription" means Subscriber's purchase of Data listed and provided by Visier in AWS Marketplace under the terms of this Agreement and the Order.

"Visier" means (i) where Subscriber is domiciled in the United States of America, the entity that is entering into this Agreement with Subscriber is Visier, Inc., a Delaware corporation; (ii) where Subscriber is domiciled in Canada, the entity that is entering into this Agreement with Subscriber is Visier Solutions Inc., a British Columbia corporation; or (iii) where Subscriber is domiciled outside of the United States of America and Canada, the entity that is entering into this Agreement with Subscriber is Visier Solutions Inc., a British Columbia corporation.