

We agree to provide you with the [Trade Show App], which includes both data (which we refer to as “SPINS Information”) and the [application] (which we refer to as “Services”) on these terms and conditions, and you agree to use SPINS Information and Services subject to these terms and conditions, which we refer to as this “Agreement”. This Agreement governs your use of SPINS Information and Services.

SPINS LLC and its affiliates provide information and services to you. In this Agreement, words like “we”, “us” and “our” refer to SPINS LLC and our affiliates, collectively. We and you are each a “Party” to this Agreement and, collectively, the “Parties”. Capitalized terms not otherwise defined in these terms and conditions have the meanings provided in the “Definitions” section.

1. SPINS Information and Services.

- a. We will provide you with the SPINS Information and Services that are included in the [Trade Show App]. Your use of the SPINS Information and Services is subject to these terms and conditions.
- b. We provide the [Trade Show App] only to certain entities that make investments in companies that are approved by SPINS. You represent and warrant that you are authorized to enter into this Agreement on behalf of an entity that makes investments in companies, and that your use of the [Trade Show App] is subject to SPINS’ approval, which may be revoked at any time.

2. Delivery of SPINS Information.

- a. We will make SPINS Information available to you via the internet using access credentials (such as a user ID and password) selected by you.
- b. You may provide SPINS Information to your employees. You will notify your employees that receive SPINS Information of your obligations with respect to Permissible Uses of SPINS Information.
- c. You will, and will direct your employees to keep all access credentials strictly confidential. An employee will not share access credentials with another employee. You are responsible for all access (authorized and unauthorized) to the SPINS Information using the access credentials provided by us to you, except to the extent such access is due to our negligence.

3. Limited License to SPINS Information. Subject to the terms and conditions of this Agreement, we grant to you a non-exclusive, limited license to use the SPINS Information during the term of this Agreement solely for your internal business purposes.

4. Fees. You will pay to us the fees described when you signed up for the [Trade Show App]. Fees are non-refundable.

5. Termination.

- a. Either Party may terminate this Agreement upon notice to the other Party.
- b. Upon termination of this Agreement, (i) we will cease to provide access to the [Trade Show App] or deliver SPINS Information or perform any Services, and (ii) all remaining Services that have not been completed upon termination or expiration will be deemed canceled as of the effective date of such termination or expiration.
- c. You may retain SPINS Information delivered to you prior to the termination or expiration of this Agreement, provided that your use of SPINS Information remains subject to this Agreement.
- d. Notwithstanding the foregoing, if we determines that you have materially breached the “Limited License to SPINS Information”, or “Confidential Information” sections, you will promptly return to us or destroy all SPINS Information in your possession or control, without retaining any copies thereof, and you will promptly destroy all copies of any analyses, compilations, studies or other documents, records or data prepared by you that contain or are derived from any SPINS Information, and upon our request, you will certify in writing that you have complied with this subsection.

- e. The “Limited License to SPINS Information”, “Termination”, “Ownership”, “Confidential Information”, “Indemnification”, “Disclaimer of Warranties”, “Limitation on Liability” and “General” sections of this Agreement will survive any termination or expiration of this Agreement.
6. Ownership. We or our Third Party Licensors own all right, title and interest in and to SPINS Information and all modifications, improvements, derivatives, models, updates, enhancements or revisions made to the SPINS Information. Except for the limited license granted to you under this Agreement, no right, title or interest to SPINS Information is transferred to you or any third party. To the extent any SPINS Information is contained within any of your work, such SPINS Information will remain the property of us or our Third Party Licensor and the use of such work is subject to this Agreement.
7. Confidential Information. You will treat as confidential all Confidential Information received from us, will not use such Confidential Information except as expressly permitted under this Agreement, and will not cause or permit your employees, officers and affiliates to reveal, disclose or otherwise make available such Confidential Information to any third party, except as expressly permitted under this Agreement. You will use at least the same degree of care which you use to prevent the disclosure of your own confidential information, but in no event with less than reasonable care, to prevent the disclosure of Confidential Information. You may disclose Confidential Information to the extent required pursuant to a court order or by operation of law, provided that to the extent legally permissible you will promptly notify us in writing prior to making any such disclosure and cooperate with us at our expense in taking such action we deem necessary to protect the Confidential Information.
8. Indemnification. Each Party will indemnify, defend and hold harmless the other Party, its affiliates, its Third Party Licensors and all of their respective officers, directors, employees and agents from and against any and all loss, liability, cost, damages and expense, including attorneys' fees, which arise out of third party claims that arise out of any breach of the “Limited License to SPINS Information”, “Ownership” or “Confidential Information” sections of this Agreement.
9. Disclaimer of Warranties. WE DISCLAIM, ON OUR OWN BEHALF AND ON BEHALF OF THIRD PARTY LICENSORS, AND YOU WAIVE, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, OR TIMELINESS OF DELIVERY. ALL SPINS INFORMATION IS PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, ON OUR OWN BEHALF AND ON BEHALF OF THIRD PARTY LICENSORS, DO NOT WARRANT THAT SPINS INFORMATION WILL BE UNINTERRUPTED OR ERROR FREE. THE PARTIES AGREE THAT YOUR SOLE REMEDY FOR ANY ERROR IS THE CORRECTION OF SUCH ERROR IN A REASONABLY PROMPT TIMEFRAME FOLLOWING NOTICE OF SUCH ERROR TO US BY YOU.
10. Limitation on Liability. NEITHER WE NOR ANY OF OUR THIRD PARTY LICENSORS, SERVICE PROVIDERS OR SUPPLIERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, A FAILURE TO PROVIDE INFORMATION) EXCEED THE AMOUNTS PAID TO US BY YOU PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING SUCH CLAIM.
11. Definitions.
- a. “Confidential Information” means (i) the terms and conditions of this Agreement, (ii) all SPINS Information, including without limitation data and other information provided by Third Party Licensors and included in the SPINS Information, and (iii) any other information disclosed by us to you, either directly or through a third party, in any form, which is designated as “Confidential,” “Proprietary” or some similar designation or which should reasonably be considered to be confidential given the nature of the information or the circumstances of its disclosure. Confidential Information does not, however,

include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available through no breach of this Agreement; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party; or (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

- b. "Services" means, collectively, all services provided by us to you.
- c. "SPINS Information" means, collectively, (i) the SPL, SPL Hierarchy and SPL Attributes, and (ii) all information, data, reports, report templates, tools, products, analytics, our interpretation of SPINS Information, services and other deliverables provided by us to you.
- d. "SPINS Product Library" or "SPL" means all UPC-level product information owned, licensed, or sublicensed by us, and which will include without limitation: (i) hierarchical classifications of department, category, subcategory, and product type ("SPL Hierarchy"); and (ii) product attributes, including without limitation manufacturer and brand name, product description, and other elements as defined, coded and maintained by us ("SPL Attributes").
- e. "Third Party Licensor" means any third party who has entered into a separate agreement with us pursuant to which the third party's data and other confidential information belonging to the third party has been made available to us and is included in SPINS Information.

12. General.

- a. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Governing Law. This Agreement and the Parties' respective rights and duties will be interpreted and governed in accordance with the laws of the State of Illinois, regardless of its choice of law principles. Any and all claims arising from this Agreement will be brought either in the state or federal courts located in Cook County, Illinois, and each Party consents to the jurisdiction of such courts.
- c. Assignment. You may not assign this Agreement without our prior written consent. Any attempted assignment in violation of this provision will be null and void. All terms and conditions of this Agreement will be binding on and inure to the benefit of the permitted successors and assigns of the Parties.
- d. Enforcement. If you are shown to have breached this Agreement, you will reimburse us for all expenses (including without limitation attorneys' fees and expenses of investigation) incurred by us in enforcing our rights under this Agreement.
- e. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of the terms or conditions of this Agreement will be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.
- f. Force Majeure. We will not be liable for any loss, damage or delay resulting from any cause beyond our reasonable control, including, without limitation: fire; flood; action or decree of civil or military authority; insurrection; act of war; threatened or actual terrorism or bioterrorism; or embargo.
- g. Notices. Notices hereunder must be in writing and given to the other Party by in-hand delivery, by email with receipt confirmed, by first class mail, postage prepaid, or by nationally recognized overnight courier to your mailing address set forth in our records, or with respect to us, to our address at 222 W. Hubbard St., Suite 300, Chicago, IL 60654. Notices will be effective when received.
- h. Status of Parties. This Agreement will not be construed as creating a joint venture, partnership, agency or any other similar relationship between us and you, and neither Party will have any authority to bind or make commitments on behalf of the other.