

SAYARI

Proposal Date: [INSERT DATE]

Pricing Valid Until: [INSERT DATE]

Enterprise Pricing Schedule for [INSERT CLIENT LEGAL NAME]

Company Point of Contact: Sales Rep Name

[REDACTED] Title

[REDACTED] Sayari Labs

[REDACTED] E: email

[REDACTED] M: phone

Sayari Labs, LLC
829 7th Street NW, Washington DC 20001
Active in SAM - Unique Entity ID # FK14K8UG5KT5
CAGE: 9JGE4

SUBSCRIPTION ORDER FORM

Customer	[Insert company name] .
Effective Date	Access to Sayari Graph will commence upon execution of this Order Form and will be active for 12 months; Subscription may be renewed by executing a written order .
Payment Terms	All amounts shall be invoiced annually in advance and payable within Net 30 payment terms from receipt of Sayari's invoice.

SKU	Item	Unit of Issue	Qty	Price
	Total Price			

Sayari Labs ("Sayari") and Customer (the party identified above) hereby agree that the subscription licenses selected in this order ("Order Form") will be provided by Sayari to Customer pursuant to the terms and conditions identified below.

[Customer Name]

Signature _____
 Name
 Title
 Date

Sayari Labs

Signature _____
 Name
 Title
 Date

SUBSCRIPTION TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 “Confidential Information” means any trade secrets or other information of a party that is not generally available to the public, whether of a technical, business or other nature (including information relating to a party’s technology or products); provided that, Confidential Information does not include any information that: (i) is or was acquired by the recipient from a third party and is not subject to an unexpired obligation to such third party restricting use or disclosure thereof, (ii) is independently developed by the recipient without reliance upon or use of any of the Confidential Information, or (iii) is or has become generally publicly available through no fault or action of the recipient.
- 1.2 “Customer” shall have the meaning set forth in the Subscription Order Form.
- 1.3 “Data” means the unique global corporate information compiled by Sayari and made accessible through the Sayari products in the Subscription Order Form.
- 1.4 “Deliverable” means Data obtained by Customer through the Data Services.
- 1.5 “Effective Date” shall have the meaning set forth in the Subscription Order Form.
- 1.6 “Fees” means the fees and expenses payable by Customer for access to the Sayari products in the Subscription Order Form.
- 1.7 “Force Majeure” shall have the meaning set forth in Section 10.3 hereof.
- 1.8 “Sayari API” means Sayari’s application programming interface as further described in the applicable Subscription Order Form.
- 1.9 “Platform” means the Sayari software-as-a-service Application as further described in the applicable Subscription Order Form.
- 1.10 “Subscription Order Form” is the order form preceding these terms and conditions executed by Customer.
- 1.11 “Subscription Period” means the period of subscription to the Sayari products as set forth on the applicable Subscription Order Form.
- 1.12 “Term” shall have the meaning set forth in Section 10.1 hereof.

2. PROVISION OF PRODUCTS

- 2.1 Provision of Sayari Products and Data. Subject to Customer’s payment of the applicable Fees and all terms and conditions of this Agreement (including the applicable Subscription Order Form), Sayari agrees to grant access to the Sayari products and Data as set forth in the Subscription Order Form.
- 1.1 No Resale. Subject to Customer’s compliance with the terms and conditions of this Agreement, Customer may develop derivative products and resell such Deliverables or related products or Data Services to third parties provided that: (a) Customer shall only offer or resell such Deliverables in connection with Customer’s provision of Customer’s products and services that add material value to the applicable Deliverables and are materially different in nature than the Sayari Data and Platform, and Customer shall not offer or resell such Deliverables under any other circumstances, including without limitation on a stand-alone basis, (b) Customer shall not resell any Deliverables for which Customer’s license has expired or terminated, and (c) Customer shall only offer and resell the Deliverables under legally binding agreements that include terms and conditions and restrictions on use at least as restrictive as the terms and conditions and restrictions on use included in this Agreement, including with respect to use, use restrictions, attribution, confidentiality, indemnification and limitation of liability.
- 2.2 Content. Information, text, images, data, reports, links, or other material, created by Sayari for display on, or provision through the Sayari API or the Platform (collectively, the “Content”). All Content is the property of Sayari and/or

its affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws.

3. TERMS OF USE

3.1 Customer will not attempt to reverse engineer the Platform or Sayari API or access, use, modify, copy, or derive the source code of any of Sayari's technology.

3.2 Customer will not use the Data (i) as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a "Consumer Report" as defined in 15 U.S.C. § 1681a. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Data only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control and those laws and regulations regarding telemarketing, and customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation).

3.3 Upon expiration or termination of access to the Sayari Data, Customer will promptly delete or destroy any Data from Customer systems and, upon request, provide Sayari with a certification thereof.

3.4 Customer agrees, that in the event Sayari obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, if requested by Sayari, an authorized officer of Customer will demonstrate and certify that it is in compliance with the Agreement.

4. PAYMENT

4.1 Fees. Fees shall be payable by Customer to Sayari in accordance with the applicable Subscription Order Form. If Customer purchases REST API access and consumes data in excess of the purchased API credits to which Customer paid fees in advance, Customer agrees to pay the additional fees applicable to such excess. Sayari reserves the right to modify the billing terms and Fee Schedule on an annual basis. Sayari will invoice Customer for the Data and Customer shall pay such invoice within thirty (30) days of the receipt date of such invoice. All payments are due in U.S. dollars.

4.1 Reserved

4.2 Late Payments. In the event of any undisputed payment that remains outstanding five (5) days after Sayari's written notice that such amount is more than thirty (30) days overdue, Sayari may add a monthly interest charge equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Sayari may suspend access to any and all of the products enumerated in the Order Form if Customer does not pay undisputed fees within five (5) days of the written notification required in this paragraph; provided, however, that Sayari shall first escalate any such delinquency to Customer's senior management and allow one (1) week for resolution.

4.3 Taxes. Sayari or its Authorized Reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

5. **OWNERSHIP.** As between the parties, Sayari owns the Data, Sayari Platform, Sayari API, and all other Deliverables (collectively the "Sayari Materials"), including all text, graphics, logos and user interfaces relating thereto, the scripts and software used to implement any of the foregoing, and all intellectual property rights relating to any of the foregoing. Customer agrees that Customer shall not use the Sayari Materials in any way whatsoever except for as expressly authorized under the terms and conditions of this Agreement. No portion of the Sayari Materials may be copied or reproduced in any form or by any means, except as expressly permitted in this Agreement. All copyrights in and to the

Sayari Materials (including the compilation of Content) and related software are owned by Sayari, who reserve all their rights in law and equity. THE USE OF ANY PART OF THE SAYARI MATERIALS, OTHER THAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, IS STRICTLY PROHIBITED AND MAY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF SAYARI OR OTHER THIRD PARTIES, WHICH MAY SUBJECT CUSTOMER TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES. Sayari, the Sayari logo, and any other Sayari trademarks, service marks, graphics, and logos used in connection with the Data Services are trademarks or registered trademarks of Sayari, Inc.

6. CONFIDENTIALITY

6.1 Restrictions on Use and Disclosure. Both parties acknowledge that either may receive Confidential Information from the other during the Term of this Agreement. The receiving party shall disclose the other party's Confidential Information only to persons within the receiving party having the need to know the information for the purpose of this Agreement.

6.2 Exceptions. The obligations of either party under Section 6.1 will not apply to information that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, (iv) is independently developed by the receiving party without regard to the Confidential Information of the other party. Further, the receiving party may disclose Confidential Information to the extent such disclosure is required by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information. Sayari recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

6.3 Reserved ..

7. INDEMNIFICATION

7.1 Reserved .

7.2 By Sayari. Sayari shall have the right to intervene to defend, indemnify and hold Customer, its directors, officers, employees, suppliers, agents, successors, and assigns harmless from and against all third party liabilities, losses, costs, expenses, (including reasonable attorney's fees and on an as-incurred basis), and damages awarded to a third party by a court of competent jurisdiction or in a settlement approved by Sayari relating to or arising from or in connection with a claim alleging that the Platform infringes or misappropriates the intellectual property of any third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

7.3 Procedure. A party's obligations to indemnify the other party with respect to any third party claim, action or proceeding shall be conditioned upon the indemnified party: (i) providing the indemnifying party with prompt written notice of such claim, action or proceeding, provided that any failure to give or delaying giving notice shall only relieve the indemnifying party of its obligations only to the extent it materially prejudices the indemnifying party's ability to defend the applicable claim; (ii) permitting the indemnifying party to assume and solely control the defense of such claim, action or proceeding and all related settlement negotiations, with counsel chosen by the indemnifying party and approved of by the indemnified party (such approval not to be unreasonably withheld or delayed), and (iii) cooperating at the indemnifying party's request and expense with the defense or settlement of such claim, action or proceeding which cooperation shall include providing reasonable assistance and information. No indemnified party shall enter into any settlement agreement for which it will seek indemnification under this Agreement from the indemnifying party without the prior written consent

of the indemnifying party which shall not be unreasonably withheld. Nothing herein shall restrict the right of a party to participate in a claim, action or proceeding through its own counsel and at its own expense.

8. LIMITED WARRANTIES

8.1 Limited Warranty. Sayari will provide the Data in a professional and workmanlike manner, subject to the disclaimers set forth in Section 8.3.

8.2 Mutual Warranty. Each party represents and warrants that it has the legal power to enter into this Agreement and that the execution of this Agreement has been authorized by all necessary corporate actions.

8.3 Disclaimers. Sayari collects data from sources all over the world. As such, Sayari does not and cannot guarantee the accuracy, timeliness or completeness of any Data. Customer agrees that Sayari is not responsible for the quality or completeness of any of the Data made available through the Data Services, which Data is provided on an “AS IS” and “AS AVAILABLE” basis. Customer acknowledges and agrees that it is Customer’s responsibility to evaluate the accuracy, completeness or usefulness of the Data, and any information, opinion, advice or other content available through the Data Services, together with other information available to Customer. Sayari shall not be responsible for any reduction in Data availability from a country resulting from governmental restrictions in such country. EXCEPT AS SET FORTH IN THIS SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAYARI DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SAYARI DOES NOT WARRANT THAT CUSTOMER’S ACCESS AND USE OF THE Data Services WILL BE ERROR-FREE OR UNINTERRUPTED. THE Data Services ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

9. LIMITATION OF LIABILITY

9.1 DISCLAIMER. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR OTHER LEGAL THEORY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

9.2 LIMITATION. IN THE EVENT THAT EITHER PARTY IS HELD TO BE LIABLE TO THE OTHER FOR ANY CAUSE, WHETHER FOR NEGLIGENCE, TORT, BREACH OF CONTRACT, OR FOR ANY OTHER CAUSE OF ACTION, SUCH PARTY’S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FROM WHEN THE CLAIM FOR LIABILITY AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW

9.3 Exceptions. The parties agree that (i) the limitations of this Section 9 shall not limit the parties’ indemnification obligations pursuant to Section 7, or apply to a breach of confidentiality, misuse or misappropriation of the Platform, Data Services, Deliverables or any intellectual property rights of Sayari on the part of Customer or any unauthorized retention, use or disclosure of Deliverables by Customer and (ii) the limitations specified in Section 8 and Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Customer acknowledges that Sayari has set the Fees and entered into this Agreement in reliance on the disclaimers of warranty and the limitations of liability set forth in this Agreement and that the same forms an essential basis of the bargain between the parties.

10. TERM AND TERMINATION

10.1 Term; Subscription Period. This Agreement shall have an initial term (“Initial Term”) that commences on the Effective Date and expires at the end of the Subscription Period set forth in the applicable Subscription Order Form; provided that, unless otherwise provided in the applicable Subscription Order Form, the Subscription Period shall may be renewed for successive one (1) year periods upon the expiration of the then-current term under such Subscription Order Form (each, a “Renewal Term”) by executing a written order for the Renewal Term , in all cases unless this Agreement is terminated earlier pursuant to this Section 10 (the “Initial Term,” together with each “Renewal Term” are referred to herein as the “Term”).

10.2 Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Sayari shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

10.3 Force Majeure. In accordance with GSAR 552.212-4(f), Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by riot, fire, natural disaster, utilities and communications failures, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non performing party (“Force Majeure”), provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

10.4 Other Remedies. Termination will be in addition to and not in lieu of any equitable remedies available to the parties. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any suspension or termination of this Agreement by such party or any expiration hereof which complies with the terms of the Agreement, whether or not such party is aware of any such damage, loss or expenses.

10.5 Survival. Upon expiration or termination of this Agreement, all the provisions of this Agreement shall terminate, except that Sections 1, 3.3, 4.3, 5, 6.2, 7.2, 7.3, 8.1, 9 and 10 will survive termination or expiration of the Agreement for any reason according to their respective terms.

11. GENERAL

11.1 Governing Law. This Agreement shall be governed by the Federal laws of the United States. Subject in all respects to Section 11.2 hereof, each party expressly consents to the jurisdiction of the state and federal courts located in New York, New York, to resolve any dispute arising from this Agreement and waives any defense of inconvenient or improper forum.

11.2 Reserved .

11.3 Assignment. Neither party may assign or transfer this Agreement in whole or in part to any third party. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors, permitted transferees, and permitted assigns. No provision of this Agreement shall be deemed to confer upon any third party any remedy, claim, liability, reimbursement, cause of action, or other right whatsoever.

11.4 Non Solicit. Neither party shall hire or directly solicit for employment, any employee of the other party actively involved in performing or receiving the Data Services or providing or receiving the Platform during the Term and for six (6) months thereafter, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

11.5 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve, as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

11.6 Entire Agreement. Each party acknowledges and agrees that this Agreement is the complete statement of the agreement between the parties, and that this Agreement supersedes all prior proposals, understandings and arrangements, oral or written, between the parties relating to this Agreement.

11.7 Headings. The headings of the sections and paragraphs of this Agreement shall be for convenience only.