

## TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE YOU ACCESS ANY LICENSED DATA (DEFINED BELOW) OR OTHER PRODUCTS AND SERVICES PROVIDED TO YOU BY SSI DATA, LLC, d/b/a STATISTICAL SURVEYS (“**SSI**”). THESE TERMS & CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE LICENSED DATA, WHETHER YOU ACCESS THE LICENSED DATA OR ANY OTHER SSI PRODUCTS OR SERVICES THROUGH (i) THE SSI WEBSITE, (ii) THE SSI ELECTRONIC PLATFORM (CURRENTLY “SPOTFIRE”), (iii) ANY EMAIL REPORTS DELIVERED BY SSI, (iv) A DIRECT DATA FEED OR (v) ANY OTHER ELECTRONIC, PAPER OR OTHER MECHANISM WHATSOEVER (COLLECTIVELY, “**SSI DATA DISTRIBUTION MECHANISMS**”). THE LICENSED DATA IS AVAILABLE FOR YOUR USE VIA THE APPLICABLE SSI DATA DISTRIBUTION MECHANISMS ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS & CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THESE TERMS & CONDITIONS, DO NOT ACCESS OR USE ANY LICENSED DATA OR OTHER SSI PRODUCTS OR SERVICES THROUGH ANY SSI DATA DISTRIBUTION MECHANISM. BY ACCESSING OR USING ANY LICENSED DATA OR OTHER SSI PRODUCTS OR SERVICES VIA ANY SSI DATA DISTRIBUTION MECHANISM, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT (“**CUSTOMER**”) SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS. THESE TERMS & CONDITIONS, TOGETHER WITH ANY ORDER FORM OR OTHER DOCUMENTATION REQUIRED IN CONNECTION WITH YOUR ACCESS TO THE LICENSED DATA THROUGH ANY SSI DATA DISTRIBUTION MECHANISM, ARE SOMETIMES REFERRED TO HEREIN COLLECTIVELY AS THIS “**AGREEMENT**”.

### 1. LICENSED DATA

- a. All data and related products or services provided to you by SSI are referred to herein collectively as the “**Licensed Data**.” The Licensed Data may include, but is not necessarily limited to, market share data for the Marine, RV, PowerSports, Trailer and/or Manufactured Housing industries. **The initial term for Customer’s use of all Licensed Data described herein, unless and until terminated in accordance with Section 9, shall be a period twelve (12) months starting on the date Customer first accesses the Licensed Data through any applicable SSI Data Distribution Mechanism pursuant to this Agreement.** Upon expiration of the initial term, the term for Customer’s use of the Licensed Data shall be automatically renewed on a month-to-month basis (the initial term and any extension or renewal term, the “**License Period**”), in each case, unless and until terminated in accordance with Section 9.
- b. **SSI hereby grants Customer a non-exclusive, non-transferable, revocable, limited license during the License Period to (i) access the Licensed Data via the applicable SSI Data Distribution Mechanism and (ii) use the Licensed Data and related SSI Proprietary Materials (defined below) solely to prepare retail sales reports for its internal use and for any other purpose, if any, expressly authorized in writing by SSI.**

### 2. FEES

- a. Customer shall pay SSI all fees designated by SSI for the particular Licensed Data desired by Customer, as the same may be hereafter modified, which may include one-time “upfront fees” or set-up fees and costs and/or recurring “monthly fees” (collectively, the “**Fees**”).
- b. Except to the extent that any such fees are payable in advance, SSI will invoice Customer for all Fees on a periodic basis (which will be monthly in most cases), and all invoices are due upon receipt.
- c. Notwithstanding anything in this Agreement to the contrary, if (i) Customer has the right to terminate this Agreement and/or any Order Form on one month’s written notice and exercises such termination right, then (ii) Customer may exercise such termination right by delivering a written cancellation notice (email sufficing) to Customer’s Account Executive or, alternatively, to [cancel@statisticalsurveys.com](mailto:cancel@statisticalsurveys.com); and (iii) **Customer will be billed in full for the entire month in which the cancellation is effective and, in turn,**

**will not be billed for any subsequent month(s).** By way of example, (x) if Customer sends a cancellation notice on May 10, Customer will be billed on or around May 25 (which invoice shall be due and payable in accordance with this Agreement) and its subscription to the Licensed Data will terminate effective as of the end of May; and (y) if Customer sends a cancellation notice on May 28, Customer will have been billed on or around May 25 (which invoice shall be due and payable in accordance with this Agreement) and its subscription to the Licensed Data will likewise terminate effective as of the end of May; and (z) in both cases Customer will not be billed for June and will not have access to the Licensed Data in June.

- d. Any invoice that remains unpaid thirty (30) days after the original invoice date shall be subject to interest on any outstanding balance at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by applicable law. SSI also reserves the right to impose a late fee of twenty dollars (\$20) on any invoice that remains unpaid thirty (30) days after the original invoice date. If any outstanding Fees remain unpaid for thirty (30) (or more) days from the original invoice date, then SSI may, without limiting any of its rights and remedies, suspend the provision of all Licensed Data.
- e. All Fees are exclusive of federal, state and local excise, sales, use and other taxes now or hereafter levied or imposed for the provision of Licensed Data, and Customer shall be solely liable for and shall pay all such taxes (except for any such taxes based on the net income of SSI), regardless of when they were incurred and/or whether or not they are included on any invoice.
- f. **SSI may from time to time modify any monthly Fees payable under this Agreement by giving Customer at least one month's prior written notice.** Each Fee modification shall not require an affirmative response by Customer or any further action by the parties; *provided*, however, if any such Fee modification will result in an *increase* in the Fees that are payable in respect of any Licensed Data, then Customer may cancel the applicable Licensed Data by giving SSI written notice of cancellation before the Fee increase goes into effect. If Customer does not timely cancel the applicable Licensed Data, then such Fee increase shall be effective (and binding on Customer) as of the date specified in SSI's initial notice.

### 3. SYSTEMS

- a. Customer acknowledges and agrees that (i) in order to access the Licensed Data via the SSI Data Distribution Mechanisms and transact business using the Licensed Data, certain capabilities are required of Customer's computing and telecommunications equipment (both hardware and software), (ii) Customer is obligated to procure and install for its use, at its own expense, all equipment and infrastructure that is necessary to access and otherwise receive the benefit of the applicable Licensed Data via any applicable SSI Data Distribution Mechanism, and (iii) SSI shall not be responsible or liable if for any reason Customer's telecommunications and computing equipment is incompatible with or otherwise insufficient for Customer to access or utilize any Licensed Data.
- b. Customer further acknowledges and agrees that SSI, in its discretion, may collect, track, analyze and/or create information and reports related to activities undertaken by Customer in connection with its use of the Licensed Data, including, without limitation, analytics data, measurement data and other data regarding the use and/or effectiveness of any Licensed Data ("**Analytics Data**").

### 4. COMPLIANCE

- a. Customer represents, warrants and covenants that it is currently in compliance, and shall continue to comply, with all federal, state and local laws, rules, regulations and ordinances applicable to this Agreement and its use of the Licensed Data, including in each case to the extent applicable, but not necessarily limited to, the requirements of the Driver Privacy Protection Act and the California Consumer Privacy Act (Cal. Civ. Code. § 1798.100 et. seq.), in each case as amended from time to time and including the accompanying federal or state regulations related thereto, and any other applicable federal or state requirements regarding use of the Licensed Data. Customer further warrants and covenants that it shall comply with all policies and procedures in respect of the use of the Licensed Data that SSI may provide to Customer from time to time.

- b. Customer acknowledges and agrees that, as between Customer and SSI, Customer is solely responsible for the access, use, storage and disclosure of Licensed Data and any other personal information in compliance with the Driver Privacy Protection Act, Telemarketing and Consumer Fraud and Abuse Prevention Act (15 USC §§ 6101 et seq.), the Telephone Consumer Protection Act of 1991 (47 USC § 227), the Telemarketing Sales Rule (16 CFR Part 310), the CAN-SPAM Act (15 U.S.C. § 7701 et seq.), and the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et. seq.), in each case as amended from time to time and including the accompanying federal or state regulations.
- c. Customer shall implement and maintain technical, physical and organizational measures that are designed to ensure the security, confidentiality and integrity of the Licensed Data and any other personal information consistent with the requirements of all applicable federal, state and local laws, rules, regulations and ordinances.

5. PROPRIETARY RIGHTS; LICENSE; RESTRICTIONS

- a. As between the parties, SSI shall own all right, title and interest in and to the following (the “**SSI Proprietary Materials**”): (i) the Licensed Data, whether owned by SSI or provided through a contract or license with a third party, and all SSI Data Distribution Mechanisms; (ii) all Intellectual Property Rights (defined below) in the Licensed Data, the SSI Data Distribution Mechanisms and all software, technology, materials, documentation and Brand Features (defined below) that relate to, or are furnished in connection with, the Licensed Data, including, without limitation, all Intellectual Property Rights in the SSI Data Distribution Mechanisms and any other software product and/or application; (v) all Analytics Data and the content therein; and (vi) all derivative works and enhancements to any of the foregoing. Customer shall not acquire any right, title or interest in the SSI Proprietary Materials, except for the limited use rights expressly granted under this Agreement, and Customer shall not take any action to impair, limit or interfere in any manner with SSI’s ownership or rights with respect to any SSI Proprietary Materials. Any rights not expressly granted herein are deemed withheld. Except as expressly permitted in this Agreement, Customer may not use, reproduce, transfer, share, sublicense, make available, communicate or transmit any SSI Proprietary Materials in any form or by any means without the prior written consent of SSI, and, without limiting the foregoing, Customer is expressly prohibited from reselling, renting, loaning or otherwise sharing any SSI Proprietary Materials or divulging any related Confidential Information (defined below). Furthermore, Customer shall not directly or indirectly, and shall not permit or authorize a third party to, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from any SSI Proprietary Materials. Customer acknowledges and agrees that nothing herein shall be deemed or construed to limit in any manner SSI’s use of the SSI Proprietary Materials. Finally, to the extent any Licensed Data contains any motorcycle statistical data obtained by SSI from the proprietary databases of R. L. Polk & Co. (“**Polk**”, and such data is “**Polk Data**”), such Polk Data shall be subject to the additional terms, conditions and limitations set forth in Schedule I attached hereto.
- b. Without limiting the foregoing, Customer agrees that SSI may use, prepare derivative works from, reproduce, modify, sublicense, transfer, sell, and distribute any Analytics Data (if any) for any lawful purposes, including, without limitation, in connection with (i) SSI’s internal creation, development, or improvement of any products and services, or (ii) SSI’s providing or marketing of any products and services, including analytic reports or measurements of the effectiveness of SSI products and services, to third parties.
- c. SSI shall have a royalty-free, worldwide, transferable, irrevocable, perpetual license (with rights to sublicense) to use or incorporate into the Licensed Data any suggestions, recommendations, enhancement requests or other feedback provided by Customer relating to the Licensed Data.
- d. As used herein, (i) “**Intellectual Property Rights**” shall mean any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and

effect worldwide; and (ii) “**Brand Features**” shall mean the trade names, trademarks, service marks, logos, and other distinctive brand features of a party, as secured by such party from time to time.

## 6. CONFIDENTIALITY

- a. During the License Period and for a period of three (3) years thereafter, each party (the “**Receiving Party**”) shall keep confidential and not disclose (except as permitted herein) the terms of this Agreement and all confidential or proprietary information, technology, materials and know-how of the other party (the “**Disclosing Party**”) disclosed to or acquired by the Receiving Party pursuant to or in connection with this Agreement that either is designated as confidential and/or proprietary or that should reasonably be understood, based on the nature of the information and/or the circumstances surrounding its disclosure, to be confidential and/or proprietary (“**Confidential Information**”). (Without limiting the generality of the foregoing, Customer expressly acknowledges and agrees that SSI’s Confidential Information includes the Licensed Data (including any Polk Data therein) and all other SSI Proprietary Materials.) In connection with the foregoing, (i) neither party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than to carry out any activities permitted or contemplated hereunder, or to exercise or enforce its rights under this Agreement; (ii) each Receiving Party shall use commercially reasonable efforts to protect the Confidential Information of the Disclosing Party against any unauthorized use or disclosure, and in any event shall take precautions at least commensurate with those taken to protect its own Confidential Information of a similar nature; and (iii) each Receiving Party shall notify the Disclosing Party promptly in writing upon such party learning of any unauthorized use or disclosure of any Confidential Information of the Disclosing Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this Section 6 shall not apply to any information that: (A) was known by the Receiving Party without obligation of confidentiality before disclosure thereof by the Disclosing Party; (B) was in or entered the public domain other than as a result of any breach of this Agreement by the Receiving Party; (C) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; or (D) is independently developed by the Receiving Party without use of or reference to any Confidential Information disclosed by the Disclosing Party hereunder.
- b. Notwithstanding Section 6(a), the Receiving Party may disclose Confidential Information or portions thereof: (i) to its affiliates, and its and their respective officers, directors, employees, or contractors, who (A) need to know such Confidential Information for a purpose described in Section 6(a)(i), (B) are informed by the Receiving Party of the confidential nature of the Confidential Information, (C) are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than this Agreement and (D) are directed by the Receiving Party to comply with this Agreement; and (ii) to the extent legally required by any applicable law, court order, or judicial process, provided that (A) the Receiving Party provides reasonable prior notice to the Disclosing Party of such requirement, (B) discloses only that portion of the Confidential Information that is strictly required by such law, court order or judicial process and (C) discloses such Confidential Information only to those recipients entitled to receive it under such law, court order or judicial process.
- c. Upon written request of the other party, each Receiving Party shall return to the other or destroy, at the Receiving Party’s option, all materials, in any medium, to the extent that such materials contain or reveal all or any part of any Confidential Information of the other party. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain and not destroy (i) archival copies to the extent such retention is reasonably necessary to comply with applicable laws or to determine or enforce obligations under this Agreement, and (ii) copies that are automatically stored in the ordinary course of business on its or their information technology backup and disaster recovery systems.

## 7. DISCLAIMER; LIMITATIONS OF LIABILITY

- a. ALL LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) AND ALL OTHER SSI PROPRIETARY MATERIALS ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT FOR EXPRESS

WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY, SSI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS, ORAL, IMPLIED OR STATUTORY, WITH RESPECT TO ANY LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) OR ANY OTHER SSI PROPRIETARY MATERIAL, AND SSI HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) AND THE OTHER SSI PROPRIETARY MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, ACCURACY, COMPLETENESS, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING ANYTHING IN THE FOREGOING, (i) SSI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THE LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL FULFILL ANY PARTICULAR NEEDS OR PURPOSES; (ii) CUSTOMER ACKNOWLEDGES THAT THE OPERATION, USE OR PERFORMANCE OF THE LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS AND LOSSES, INCLUDING INADVERTENT LOSS OR DISCLOSURE OF DATA OR DAMAGE TO MEDIA, WHICH MAY GIVE RISE TO LOSS OR DAMAGE, AND CUSTOMER AGREES THAT SSI SHALL NOT BE LIABLE IN ANY EVENT ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES; AND (iii) CUSTOMER ACKNOWLEDGES AND AGREES THAT NO STATEMENTS MADE IN ANY MARKETING MATERIALS OR ANY OTHER DOCUMENTATION (OTHER THAN STATEMENTS THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT) HAVE FORMED A PART OF THE PARTIES' AGREEMENT OR UNDERSTANDING, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH STATEMENTS IN MARKETING MATERIALS OR OTHER DOCUMENTATION.

- b. IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER LIMITATION OF LIABILITY HEREUNDER, CUSTOMER ACKNOWLEDGES AND AGREES THAT (i) SSI SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HEREUNDER, ANY LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) OR ANY SSI PROPRIETARY MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SSI SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR REVENUE, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES INCURRED AS A RESULT OF LOSS OF USE OF ANY LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) OR ANY SSI PROPRIETARY MATERIALS, LOSS OR DISCLOSURE OF DATA (HOWEVER CAUSED), BUSINESS INTERRUPTION, COST OF RECOVERING SOFTWARE OR DATA OR OTHER SIMILAR COSTS); AND (ii) SSI'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND IN RESPECT OF ANY LICENSED DATA (INCLUDING ANY POLK DATA THEREIN) OR SSI'S OBLIGATIONS UNDER THIS AGREEMENT RELATING THERETO, OR THE RELATIONSHIP OF THE PARTIES HEREUNDER, REGARDLESS OF THE FORM IN WHICH ANY CLAIM MAY BE BROUGHT (INCLUDING ANY PURPORTED "CLASS ACTION" OR SIMILAR CLAIMS), SHALL NOT EXCEED (IN THE AGGREGATE) THE TOTAL FEES PAID BY CUSTOMER TO SSI UNDER THIS AGREEMENT FOR THAT LICENSED DATA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS.

## 8. INDEMNIFICATION

- a. Customer shall indemnify, defend and hold harmless SSI, its affiliates, and its and their respective officers, directors, employees, agents, successors, representatives, and assigns (collectively, the "**Indemnified SSI Parties**"), from and against any and all claims, proceedings and demands asserted, alleged, or brought against any Indemnified SSI Party by any third party ("**Claims**"), as well as any damages, settlements, judgments, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in

connection therewith, that arise out of or result from (i) Customer's use of any of the Licensed Data (including any Polk Data therein); (ii) any breach by Customer of any representations, warranties, covenants or other terms and conditions set forth in this Agreement; or (iii) Customer's violation of or failure to comply with any applicable law.

- b. SSI shall indemnify, defend and hold harmless Customer, its affiliates, and its and their respective officers, directors, employees, agents, successors, representatives, and assigns (collectively, the "**Indemnified Customer Parties**"), from and against any and all Claims against any Indemnified Customer Party, as well as any damages, settlements, judgments, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection therewith, that arise out of or result from (i) any allegation that the Licensed Data (including any Polk Data therein) or any other SSI Proprietary Materials infringe upon, violate, or misappropriate any Intellectual Property Right of any third party or (ii) SSI's violation of or failure to comply with any applicable law.
- c. If SSI determines, in its sole discretion, that the use of any Licensed Data or SSI Proprietary Materials in accordance with this Agreement is, or may be held to be, infringing (or otherwise in violation of the Intellectual Property Rights of any person), then SSI may at its option and expense either (i) use commercially reasonable efforts to procure for Customer the right to continue to use the applicable Licensed Data or SSI Proprietary Materials as provided in this Agreement for the remainder of the then-applicable License Period, or (ii) use commercially reasonable efforts to replace or modify the applicable Licensed Data or SSI Proprietary Materials with a version that is non-infringing but that performs substantially similar functions. While pursuing either option, SSI may at its option suspend the provision of all or any part of the applicable Licensed Data or SSI Proprietary Materials. If neither of the foregoing options is commercially viable in the sole judgment of SSI, then SSI may cancel its provision to Customer of the applicable Licensed Data or SSI Proprietary Materials and refund to Customer any Fees pre-paid by Customer with respect thereto.

## 9. TERM AND TERMINATION

- a. The Agreement shall commence on the date that Customer first accesses the Licensed Data pursuant to this Agreement and shall remain in effect for the duration of the License Period, as such License Period may be extended or renewed in accordance with Section 1(a) hereof, unless and until terminated in accordance with the terms hereof.
- b. Each party may terminate this Agreement at any time by written notice to the other party if (i) the other party materially breaches this Agreement and the breach remains uncured for a period of fifteen (15) days (or, if the breach is Customer's failure to pay any required Fees, such period shall be five (5) days) after notice of breach from the non-breaching party, (ii) the other party suspends operations, (iii) a petition for relief under any bankruptcy legislation is filed by or against the other party or (iv) the other party makes an assignment for the benefit of creditors. In addition to and not in limitation of the foregoing, SSI may terminate this Agreement immediately upon written notice to Customer if Customer, or any of its employees, agents or other representatives, engages in any conduct that SSI in its reasonable discretion deems offensive, inappropriate or otherwise inconsistent with SSI's standards of conduct, including, without limitation, use of abusive, insulting or derogatory language with any SSI personnel.
- c. Following termination of this Agreement for any reason, all rights and licenses granted herein shall terminate and Customer shall immediately cease use of all SSI Proprietary Materials (including by discontinuing use of all Licensed Data) and certify to SSI that it has destroyed all copies of all applicable SSI Proprietary Materials. Notwithstanding the foregoing, termination of this Agreement shall not limit either party from pursuing any remedies available to it at the time of or in connection with such termination, nor shall such termination release Customer from its obligation to satisfy all payment obligations under this Agreement. Sections 2, 5, 6, 7, 8, 9(c), 10 and 11 shall survive any termination or expiration of this Agreement.

## 10. GOVERNING LAW; DISPUTE RESOLUTION

The parties hereby expressly (a) agree that their respective rights and obligations shall be determined by the terms of this Agreement and (b) waive and opt out of any application of the Uniform Computer Information Transactions Act, or any version thereof, adopted in any State in any form to the maximum extent permitted by applicable law. The Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia (subject to clause (b) in the preceding sentence), without regard to principles of conflicts of law. Each party irrevocably consents to the exclusive jurisdiction and venue of any local, state or federal court that is located in Norfolk, Virginia in connection with any dispute, claim or controversy arising out of or relating to this Agreement and waives any objections in the nature of jurisdiction or venue. In any action or other proceeding by which Customer's account is referred to an attorney or collection agency for collection, Customer will pay for all collection fees, costs and expenses incurred by SSI in connection therewith. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## 11. GENERAL

- a. Independent Contractors. The relationship of the parties hereunder is that of independent contractors. Neither SSI, on the one hand, nor Customer, on the other hand, has or will have any power to bind the other or to create any obligation on behalf of the other, nor shall it represent that it has any such power.
- b. Promotional Matters. SSI may issue press releases and other marketing and promotional material describing the relationship created by this Agreement and, among other things, may display products developed for or provided to Customer as examples of the service offerings available from SSI. Customer hereby grants SSI the right to use Customer's name, trademarks, service marks and logos (i) in advertising targeted to all or any portion of Customer's customer base in connection with the provision of the Licensed Data hereunder, and (ii) in any advertising and publicity identifying Customer as a customer of SSI.
- c. Notices. All notices and other communications to each party must be in writing and sent to the applicable address on file, in the case of Customer, and in the case of any such notices to SSI to be sent care of, (i) for routine business matters, the sales rep or client service rep assigned to Customer by SSI; or (ii) for material business or legal matters, the General Manager of SSI. Unless otherwise agreed, notice shall be deemed given upon (A) receipt when delivered personally, (B) written verification of receipt from overnight courier, (C) verification of receipt of registered or certified mail or (D) verification of receipt via email.
- d. Force Majeure. No party shall be deemed to be in default or otherwise liable for any delays or failure in performance of its obligations under this Agreement (other than its obligation to pay any monies owed hereunder, which shall not be excused) resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including but not limited to acts of God or nature, war or warlike conditions, terrorism, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, sabotage, shortages in fuel, transportation facilities or materials, or failures of equipment, Internet, telecommunications facilities or third party software programs.
- e. Severability; Waiver. If any term or condition hereof is found or ruled to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- f. Remedies. Except as otherwise expressly set forth in this Agreement, a party's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of a party's exercise of any other remedy. Each party acknowledges that any unauthorized use or disclosure of the other party's Confidential Information would cause the other party irreparable harm that may not be adequately compensated by monetary damages; accordingly, in addition to any other remedies available to it at law or in equity, each party will be entitled to seek

injunctive or other equitable relief to prevent any actual or threatened unauthorized use or disclosure of its Confidential Information without any requirement to prove the inadequacy of monetary damages or post any bond or other security.

- g. **Amendment.** SSI may amend, update and otherwise make changes to any portion of this Agreement from time to time and for any reason, including without limitation to reflect updates to Licensed Data or changes in law. Except as otherwise expressly provided in this Agreement (such as, by way of example, in the case of Fee increases by SSI), if SSI amends, updates or makes a change to this Agreement, it will be effective upon posting of the amended, updated or modified terms at <https://www.statisticalsurveys.com/terms-and-conditions/> (or any successor website). Customer is responsible for periodically reviewing this Agreement (and such website) for updates and amendments. By continuing to use Licensed Data subsequent to the posting of any updates or amendments, Customer will be deemed to have agreed to and accepted such updates and amendments in their entirety. If Customer does not agree to any update or amendment to this Agreement, then as its sole remedy and recourse Customer must discontinue using the Licensed Data. SSI's customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.
- h. **Assignment; Continuing Obligation.** This Agreement is and shall be freely assignable by SSI in whole or in part, but Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity without the express prior written consent of SSI. In addition, and notwithstanding anything to the contrary set forth in this Agreement, if another person, business or entity becomes the "Customer" under this Agreement, whether by way of a permitted assignment hereof, change of ownership of the original/current Customer hereunder, or any other means or mechanism whatsoever, then following such assignment, ownership change or other means/mechanism the original/current Customer shall nonetheless be and remain responsible for both (i) all obligations incurred by the original/current Customer hereunder prior to such change and (ii) any and all obligations (including but not limited to payment of all Fees) incurred by any such new "Customer" subsequent to such change.
- i. **Entire Agreement.** This Agreement, including these Terms and Conditions, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written or oral, with respect thereto. Customer further agrees that in deciding to become a party to this Agreement, Customer has not relied upon any representations or warranties, written or oral, that are not set forth in this Agreement.

[END OF TERMS AND CONDITIONS – UPDATED JANUARY 2024]



## SCHEDULE I

### **Terms & Conditions – Polk Data**

1. Customer shall only use the Polk Data for its internal business purposes.
2. SSI does not and shall not be deemed to make any representations or warranties whatsoever on behalf of Polk.
3. This Agreement does not grant Customer any rights to the Polk Data beyond the scope of SSI's agreement with Polk.
4. Customer may not and shall not provide third party access to or use of any Polk Data.
5. Customer may not and shall not distribute, sublicense or assign any Polk Data.
6. Customer shall not use any Polk Data to create (a) any statistical report(s) which would act as a substitute for and be used by Customer in lieu of report(s) which may be provided by Polk, or (b) create any database(s) which are a substitute for, or parallel to, Polk Data.
7. All disclaimers of warranties and limitation of liabilities set forth in Section 7 of (or elsewhere in) this Agreement with respect to the SSI Data extend to Polk and the Polk Data is if specifically set forth therein.
8. Customer expressly acknowledges and agrees that (a) its sole remedy for any claims, proceedings and demands asserted or alleged, as well as any damages, settlements, judgments, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection therewith, arising out of, resulting from or related to any Polk Data is against SSI, and (b) Polk is a third-party beneficiary under this Agreement.
9. Customer expressly acknowledges and agrees that title to the Polk Data shall, at all times, remain in Polk.

[END OF SCHEDULE I]