

DATA SUBSCRIPTION AGREEMENT FOR AWS MARKETPLACE

1. Scope

1.1. Terms and Conditions. This Data Subscription Agreement for AWS Marketplace (the “**Agreement**”) sets forth the terms and conditions applicable to Data subscriptions between the Party offering the Data under a DSA Offer (“**Provider**”) and the Party subscribing to the Data (“**Subscriber**”) through AWS Marketplace. Subscriber and Provider may be referred to collectively as the “Parties” or individually as a “Party”. Provider’s offer of the Data via a DSA Offer on AWS Marketplace, and Subscriber’s purchase of the corresponding Subscription to the Data on AWS Marketplace, constitutes each Party’s respective acceptance of and their entry into this Agreement, and each Party’s agreement to be bound by the terms hereof. Unless defined elsewhere in this Agreement, terms in initial capital letters have the meanings set forth in Section 10(Definitions).

1.2. Data Subscription.

1.2.1. Provider will supply and sell to Subscriber, and Subscriber will receive and purchase, respectively, a Subscription to the Data as set forth in the DSA Offer in accordance with this Agreement. A Subscription, as described in the applicable DSA Offer, includes Data distributed via AWS Marketplace which may be downloaded via Amazon Simple Storage Services (Amazon S3) or other available functionality (collectively, “**Downloaded Data**”).

1.2.2. The frequency of updates to the Data via data revisions by the Provider, as well as fees or rates for the Subscription, shall be as set forth in the applicable DSA Offer.

1.2.3. Provider may amend the content of the Subscription (e.g., in terms of design, amount of content, etc., as deemed necessary by Provider) or discontinue the provision of the Subscription without notice to Subscriber. Provider do not guarantee to provide the same content of Subscriptions at the time of initial or subsequent purchase, and shall not be liable for any damages incurred by Subscriber as a result of such amendment or discontinuation.

1.2.4. Once Subscriber have purchased Subscription, under no circumstances can Subscriber replace, exchange, change or cancel Subscribe.

1.3. Agreement. The Subscription is subject to and governed by the terms of this Agreement, the DSA Offer, and any amendments to any of the foregoing as may be agreed upon by the Parties, each of which are incorporated herein. In the event of any conflict between the terms and conditions of the various components of the Subscription, the following order of precedence will apply: (1) any amendment agreed upon by the Parties; (2) this Agreement; and (3) the DSA Offer. The Parties further 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.

1.4. Third Party Data and Terms. Notwithstanding anything to the contrary stated in this Agreement, Subscriber agrees that Subscriber's access to and use of Third Party Data included within a Subscription (if any) may be subject to any additional or different terms, conditions and policies applicable to such Third Party Data (such as terms of service or privacy policies of the person or entity that makes available the Third Party Data (collectively, "**Third Party Terms**"). Third Party Terms typically will be referenced in the DSA Offer but Provider also may provide notice of Third Party Terms in accordance with Section 9.9 of this Agreement. Subscriber agrees that it will be subject to and will comply with Third Party Terms. By accessing or using Third Party Data made available under a DSA Offer, Subscriber is directing Provider to access, route and transmit to Subscriber the applicable Third Party Data.

1.5. Term of Subscription. The term of Subscription will be set forth in DSA Offer. Subscription is automatically renewed with the same conditions for subsequent period of the same length as the initial term unless Party requests.

1.6. Payment. Subscriber shall pay the subscription fee according to

DSA offer of each product. The payment date and method shall be as defined by AWS. Subscriber shall provide the information required for subscription in accordance with the usage instructions on this website. For various reasons, including without limitation compliance or regulatory reasons, Provider may verify subscription request. When Provider verify subscription, Subscriber shall submit additional information according to DSA Offer. Once Subscriber submits a subscription request, Provider has up to 45 days to approve or decline the request.

2. Authorization

2.1. Grant of License.

2.1.1 Subscriber may reproduce or otherwise make secondary use of the Data only to the extent set forth in (a) to (d) below and only to the minimum extent necessary for Subscriber's use;

- (a) reproduction (including by electromagnetic record. same as below.);

- (b) translation;

- (c) reproduction in internal documents and materials (except where prohibited); or

- (d) creating statistical materials based on the data.

(The permitted use of Subscriber set forth in (a) to (d) above shall be referred to as "Reproductions")

However, if the Data is subject to any editing restrictions or copy protection, the Subscriber shall not remove such restrictions or copy protection in an unauthorized manner. The terms and conditions of Reproductions shall be the same as those of the original Data, and Subscriber shall not engage in any act prohibited or restricted with respect to the original Data.

Subscriber shall not claim any rights in Reproductions beyond the scope of the rights to use the original Data, and shall not allow any officers and employees of Subscriber to claim any rights.

Notwithstanding the foregoing, the rights and licenses granted to Subscriber with regard to Third Party Data may be more limited than the rights and licenses set forth above. Any additional or different rights or licenses that apply to Third Party Data will be included in the DSA Offer or otherwise within the Third Party

Terms communicated to Subscriber in accordance with Section 1.4 above.

2.1.2. Subscriber must be licensed by Provider to make any use other than set forth in 2.1.1., including without limitation, creation and sales of following financial products:

- (1) Exchange-traded futures and exchange-traded options,
- (2) Exchange-traded funds (ETFs)
- (3) Index investment trusts that aim to achieve investment performance linked to Downloaded Data,
- (4) Bonds, warrants and deposits linked to Downloaded Data.

If Provider licenses Subscriber to create derivative works from the Subscription Services, Provider shall have no warranty with respect to such derivative works and shall have no liability therefor.

2.2. Subscriber/User .

If the Subscriber is a corporation or unincorporated association, the data may be used only by the minimum necessary number of the Subscriber's officers and employees. However, the Subscriber is fully responsible to the Provider for the actions of its officers and employees. Subscriber shall not allow any other person, including without limitation any subsidiary, parent or other entity that is affiliated with Subscriber, to use the Data.

2.3. Restrictions. Except as specifically provided in this Agreement, Subscriber and any other User of Data, or any subset thereof, may not:

- (a) publish, disseminate, distribute or provide access of any kind to the Data, or any material subset thereof, to any third party (including, without limitation, (i) use in legal proceedings, such as lawsuits and applications for permits and licenses; (ii) use in stock listing procedures, timely disclosure, securities reports; or (iii) disclosure to a parent company, subsidiary or other affiliated company;
- (b) sell, sublicense, loan, lease, assign, authorize others to access, use, or disclose, or attempt to grant any rights to, the Data, or any material subset thereof, to third parties;
- (c) indirectly disclose or leak the contents of the data, such as orally disclosing to a third party;
- (d) disclose to third parties that the data was provided by the Provider;
- (d) make derivative works except as permitted under the provisions of

Section 2.1 above;

- (e) use the Data beyond the Subscriber's own business purpose;
- (f) reproduce all or part of the Data in documents, materials, databases, etc. provided to a third party (ex. As supplemental material to ensure accuracy);
- (g) use the Data for purposes that violate laws and regulations, offend public order and morals, or infringe the rights of third parties;
- (f) cause adverse effect or damage to Provider by using the Data;
- (g) except as permitted by Law, decompile, reverse engineer, or otherwise attempt to derive source code from the Data;
- (h) use the Data or any material subset thereof to act as a consultant, service bureau, or application service provider; or
- (i) 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.

Subscriber will not remove, delete or alter any trademarks, copyright notices, or other Proprietary Rights notices of Provider or its licensors, if any. Additional restrictions may be included in the DSA Offer or otherwise within the Third Party Terms communicated to Subscriber in accordance with Section 1.4 above.

2.4. Prohibited Acts. With respect to the Subscription, Subscribers shall not engage in;

- (a) any act which violates any laws or regulations, or public order and morals;
- (b) criminal acts, acts incidental thereto, or potential acts thereof;
- (c) infringement of intellectual property rights including copyrights, trademark rights, property rights, privacy, or other rights related to Subscription;
- (d) any act to destroy or obstruct the server or network functions of Provider, other Subscribers, other Users or other third parties;
- (e) any act to obstructing the operation of the Provider's services, or potential acts thereof;
- (f) unauthorized access or attempts thereof;
- (g) collecting or accumulating personal information about other Subscribers or other Users;
- (h) use Subscription service for any unauthorized purpose;

- (i) causing loss, damage, or discomfort to other Subscribers, Users or other third parties
- (j) any act to impersonate other Subscribers or Users;
- (k) any act to advertise, solicit, or conduct business that is not authorized by Provider;
- (l) providing benefits directly or indirectly to antisocial forces in relation to subscription, or
- (m) any other act deemed inappropriate by Provider.

3. Proprietary Rights

3.1. Data. Provider will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Subscriber any rights of ownership or, except as expressly provided herein, any other Proprietary Rights in or to the Data.

3.2. Feedback. If Subscriber provides any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Data ("**Feedback**"), Provider may use, incorporate, and otherwise practice Feedback in Provider's products and services. Subscriber will have no obligation to provide Feedback, and all Feedback is provided by Subscriber "as is" and without warranty of any kind.

4. Warranties

4.1. Power and Authority. 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.

4.2. Disclaimer.

4.2.1. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, PROVIDER DOES NOT MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY , SAFETY, RELIABILITY, ACCURACY, COMPLETENESS, EFFECTIVENESS, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-SECURITY DEFECTS, OR NON-ERRORS OR BUGS REGARDING THE DATA, AND PROVIDER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

4.2.2. Provider does not make any warranty to Subscriber regarding the quality or performance of Subscription service or the Data, and shall not be responsible for any actions or decisions made by the Subscriber or Subscriber in reliance on the service or the Data.

Provider shall not be liable to Subscriber for any suspension, discontinuation, defect, error/mistake, delay of the Subscription service, or for any loss or damage arising from or related to such suspension, discontinuation, or defect (including the loss of the data inputted for any reason).

Providers does not warranty to Subscribers to continue viewing Data provided to Subscriber.

4.2.3. Provider does not guarantee that the Data shall be free of any computer virus or other harmful programs.

4.2.4. Provider shall not be liable for any damages incurred by Subscriber arising out of or in connection with use of Subscription service (including browsing Provider's Websites).

4.2.5. Provider shall not be liable for any damages caused by Subscriber to third parties (including other Subscribers) arising out of or in connection with use of Subscription service, nor for any damages caused by third parties to Subscriber arising out of or in connection with browsing Provider's Websites by third parties, nor for any disputes between Subscriber and other Subscribers or third parties.

5. Confidentiality

5.1. Confidential Information. “Confidential Information” means the Data (including the selection, arrangement, and compilation thereof) and any nonpublic information directly or indirectly disclosed or made accessible by Provider to Subscriber pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party’s Confidential Information or Proprietary Rights; or (f) was required by law or regulation to be disclosed by Subscriber to the extent so disclosed. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information.

5.2. Obligations. Subscriber agrees not to use or disclose the Confidential Information other than as expressly authorized by this Agreement. Subscriber agrees to safeguard the Confidential Information against unauthorized use or disclosure with means at least as stringent as those it uses to safeguard its own confidential information, and in no event with less than reasonable means. Subscriber will promptly notify Provider if it becomes aware of any unauthorized use or disclosure of the Confidential Information, and reasonably cooperate with Provider in attempts to limit disclosure. If and to the extent required by law, Subscriber may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable law, notice will be given as soon as Subscriber is legally permitted) to Provider to permit Provider to intervene and to request protective orders or confidential treatment therefor or other appropriate

remedy regarding such disclosure.

6. Limitations of Liability

6.1. Disclaimer. SUBJECT TO SECTIONS 6.3 (EXCEPTIONS), IN NO EVENT WILL PROVIDER BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT FORESEEN OR FORESEEABLE.

6.2. General Cap. SUBJECT TO SECTIONS 6.3 (EXCEPTIONS), PROVIDER'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 PROVIDER FROM THE SUBSCRIBER FOR THE SUBSCRIPTION FOR A PERIOD OF UP TO ONE (1) YEAR FROM THE MONTH IN WHICH THE DAMAGE OCCURRED.

6.3. Exceptions. THE EXCLUSIONS OF OR LIMITATIONS ON LIABILITY SET FORTH IN SECTION 6.1 (DISCLAIMER) AND 6.2 (GENERAL CAP) WILL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT.

7. Indemnification

7.1. Provider Indemnity. Provider will, at its expense, indemnify, defend and hold harmless Subscriber and their respective officers, directors, employees, agents, representatives, successors, and assigns (collectively "**Subscriber Indemnified Parties**") from and against any and all claims, actions, proceedings, and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements, penalties, fines, deficiencies, judgments, awards, costs, and expenses of whatever kind, including reasonable attorneys' fees, fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers ("**Claims**"), to the extent arising out of or relating to (a) any actual or alleged failure by Provider to obtain and hold sufficient legal right

and any consents, authorizations, and other rights and permissions necessary to transmit to, or provide Subscriber with, access to the Data for the purposes set forth in this Agreement and to authorize Subscriber to access and use the Data as set forth in this Agreement (without any payment by Subscriber to any third party and without the need for Subscriber to clear or obtain additional rights to access and use the Data as authorized hereunder); (b) any actual or alleged infringement, misappropriation, or violation of any Proprietary Rights, right of publicity, or privacy or other rights of a third party by the Data.

7.2. Process. The party(ies) seeking indemnification pursuant to this Section 7 (Indemnification) (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) will give Provider (or its successor or assign), as the indemnifying party pursuant to Section 7.1 (Provider Indemnity) (the “**Indemnifying Party**”), sole control over the defense and/or settlement of each Claim (subject to the provisions of this Section 7.2 (Process) below), prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. Notwithstanding anything to the contrary, an Indemnified Party may participate in the defense at its own expense.

7.3. Limitations. Provider will have no liability or obligation under this Section 7 (Indemnification) with respect to any infringement or misappropriation Claim to the extent attributable to any modifications to the Data by Subscriber or its Personnel or use of the Data by Subscriber in breach of this Agreement, where such infringement Claim would not have arisen absent such modification or use.

7.4. Not Limiting. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

8. Term and Termination

8.1. Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

8.2. Termination for Convenience. Subscriber may terminate the Subscription or this Agreement without cause at any time using the termination or cancellation functionality available through the AWS Services. Provider will not refund even if the subscription period remains.

8.3. Termination for Cause. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days following its receipt of written notice of the breach from the non-breaching Party.

8.4. Other Termination, Suspend, Restrict or Termination of Registration by Provider.

8.4.1. Provider may suspend or terminate Subscriber's Subscription or this Agreement without prior notice to Subscribers and without refund of fees for any unused portion of a Subscription with Prepaid Pricing (other than as expressly set forth in the DSA Offer):

- (i) if maintenance, inspection, or updating of the computer system for Subscription is needed;
- (ii) if provision of Subscription becomes difficult due to the causes beyond Provider's reasonable control, including without limitation, earthquake, flood, lightning or other natural disaster, fire, power failure, political upheaval, rebellion, epidemic, any change in law or regulation, or act of GOD;
- (iii) if required to comply with any applicable law or requests of governmental entities;
- (iv) if Subscriber does not cooperate with any reasonable investigation by Subscriber of a suspected breach of this Agreement;
- (v) if Provider determines that suspension is necessary to prevent or mitigate damage to Provider's, Provider Contractors' or Subscriber's systems or networks caused by a denial of service attack or other any act or omission of a third party (e.g., hacking

or the introduction of viruses or other malware)

(vi) in any other case where the Provider deems it difficult to provide Subscription.

Provider shall not be liable for any loss or damage incurred by Subscriber, User or any third party due to the suspension or interruption of the provision of Subscription. However, in the case that this Agreement between Subscriber and Provider falls under a Consumer Contract Act of Japan, provider'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 the average monthly fee (one month's worth) for the Subscribe service for the past twelve (12) months, counting from the date the event occurred.

8.4.2. If Provider terminates all or part of Subscription at Provider's responsibility, Provider shall refund to Subscriber a pro-rata portion of the usage fees already paid corresponding to the number of days Subscription is not performed.

8.4.3. Provider may, without prior notice, restrict the Subscriber from using all or part of the Subscription, suspend the provision of the Subscription, or terminate the Subscriber's registration without refund of fees for any unused portion of a Subscription with Prepaid Pricing if any of the following event occurs with respect to Subscriber:

- (i) Subscriber violates any of the provisions of this Agreement;
- (ii) Subscriber provides false information in the Subscriber's registration;
- (iii) Subscriber fails to make the payment of fees by the due date;
- (iv) Subscriber's business license is revoked or suspended by the regulatory authority;
- (v) if any petition for provisional seizure, provisional disposition, compulsory execution, or auction to enforce a security interest in its property is filed against the Subscriber, or when a decision is made to commence bankruptcy, civil rehabilitation, or corporate reorganization proceedings with respect to Subscriber, or when the Subscriber enters liquidation or becomes insolvent;
- (vi) Subscriber's bill or check is dishonored;
- (vii) any resolution is passed to dissolve the Subscriber;

(viii)Subscriber does not response to any communication from the Provider within a reasonable period;

(ix)Subscriber does not use Data for a certain period since last use; or

(x)any other cases where Provider deems the use of the service to be inappropriate.

Provider shall not be liable for any loss or damage incurred by Subscriber, User or any Third party due to the restrict or termination of registration of the provision of Subscription.

8.5. Effect of Termination.

8.5.1. Upon termination or expiration of the Subscription or this Agreement, Subscriber's authorization to use the Data under such Subscription (or all Subscriptions if the Agreement expires or is terminated) will terminate, and, within ninety (90) calendar days following such termination or expiration, Subscriber will remove the Data from the AWS Services infrastructure used by Subscriber under its own AWS Services account and any other computer systems operated by or for Subscriber, and if instructed by Provider, destroy all other copies of the Data. Termination or expiration of any Subscription purchased by Subscriber from Provider will not terminate or modify any other Subscription purchased by Subscriber from Provider.

8.5.2. Sections 2.3(Restrictions), 2.4(Prohibited Acts), 3 (Proprietary Rights), 5 (Confidentiality), 6 (Limitations of Liability), 7 (Indemnification), 8.5 (Effect of Termination), 9(General) and 10 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination of this Agreement, will survive the expiration or termination of this Agreement for any reason.

9. General

9.1. Applicable Law. This Agreement will be governed and interpreted

under the laws of Japan, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in Tokyo and the Parties consent to the jurisdiction of Tokyo District Court in the first instance. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.2. Assignment. Neither Party may assign, transfer or pledge this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or the assigning Party's entire business, whether by sale of assets, sale of stock, merger, or otherwise. Any attempted assignment, transfer, or delegation in contravention of this Section 9.2 (Assignment) will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

9.3 Modification of this Agreement. Provider may modify this Agreement or DSA offer without prior consent of Subscriber if Provider deems it necessary. If Provider amends this Agreement or DSA offer and notifies Subscriber of such modification, continuing to Subscription after the effective date of the modified Agreement as specified in the notification shall be deemed to be acceptance of the modified Agreement and the modified Agreement shall apply. Notwithstanding the foregoing, in the case of a change that requires the consent of Subscriber or prior notification, etc., under the law, the consent of the Subscriber or prior notification shall be obtained in a way determined by Provider.

9.4. Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike, or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action, any

change in laws or regulations or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans, or other reasonable precautions (a **"Force Majeure Event"**).

9.5. Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, with respect to its activities under this Agreement, including in the case of Subscriber, where Subscriber or its Users access or use the Data, and in the case of Provider, where Provider provides the Data. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Data, to any country subject to an embargo or other sanction by the United States.

9.6. Government Rights. As defined in FARS §2.101, the Data constitutes "commercial items". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display, or disclosure of such commercial Data by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.7. Headings; Construction. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. As used herein, (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, (d)

references to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein, (e) the term “his” applies to both genders, and (f) all references to days, months or years shall be deemed to be preceded by the word “calendar.”

9.8. No Third-Party Beneficiaries. Except as specified in Section 7 (Indemnification) with respect to Subscriber Indemnified Parties and Provider Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

9.9. Notices. Notice under this Agreement shall be made in the way determined by Provider. Provider will be deemed to have fulfilled its duties to give notice if it sends notice to Subscriber's registered address, telephone number, or email address. Provider shall not be liable for any damages incurred by the Subscriber as a result of the Subscriber's failure to register an address, telephone number, or e-mail address in the way specified by Provider, even if the notice does not reach the Subscriber.

9.10. Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Agreement will not be deemed a waiver of any such right, power, or privilege under this Agreement. No waiver by either Party of a breach of any term, provision, or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

9.11. Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark, or logo of the other Party or its Affiliates in any advertising, promotions, or otherwise, without the other Party's prior written consent.

9.12. Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Subscriber and Provider,

nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Subscriber and Provider. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

9.13. Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

9.14. Subcontracting. Provider may use Subcontractors in its performance under this Agreement, provided that: (a) Provider remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Provider or cause any loss of warranty under this Agreement; and (b) Provider agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Provider such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Provider. The performance of any act or omission under this Agreement by a Subcontractor for, by, or through Provider will be deemed the act or omission of Provider.

9.15. Elimination of Antisocial Forces.

9.15.1. Both parties shall each pledge the following items to the other party .

(1) It is not a criminal organization (“bouryokudan”), a member of a criminal organization, a person who used to be a member of a criminal organization but has only ceased to be a member of a criminal organization for a period of less than 5 years, a quasi-member of a criminal organization, a company related to a criminal organization, a corporate racketeer or blackmailer advocating social cause or a special intelligence organized crime group or any other person or organization of the same nature as described above (hereinafter collectively referred to as "Anti-

Social Forces").

(2) It does not have the following relationships with antisocial forces

(a) it has entered into arrangements with Anti-Social Forces for the purpose of, or which have the effect of, unfairly benefiting itself or a third party or prejudicing a third party.

(b) it is involved in the provision of funds or other benefits to Anti-Social Forces, or other assistances for sustaining or operating Anti-Social Forces.

(3) Any of its directors or officers (meaning directors, executive officers, executive officers, corporate auditors, advisors, chairmen, and other persons substantially involved in the management of the company, regardless of the name) are not Anti-Social Forces, and do not have any socially reprehensible relationships with Anti-Social Forces.

(4) It does not allow Anti-Social Forces to use his or her name to enter into this Agreement.

(5) It does not commit the following acts with respect to this Agreement by itself or by using a third party.

(a) Use of threatening words and actions or violence against the other party.

(b) Obstructing the other party's business or damaging the other party's credibility by means of deception or force.

(c) Other acts equivalent to the preceding items.

9.15.2. If either party is found to be in violation of the provisions of the preceding paragraph, the other party may terminate this Agreement without any notice and

9.15.3. If this Agreement is terminated pursuant to the provisions of the preceding paragraph, the terminated party shall compensate the other party for the damages incurred by the other party and shall have no claim against the other party for any damage incurred by itself caused by the termination.

9.16 Damages. Provider may claim any damages (including attorney's fees for dispute resolution) arising out of the Subscriber's breach of this Agreement.

9.17 Good Faith Negotiation. Any matter not stipulated in this

Agreement or any doubt arising with respect to any provision of this Agreement shall be resolved upon mutual consultation between Provider and Subscriber.

10. Definitions

10.1. "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

10.2. "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.

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

10.4. "Contractor" means any third party contractor of Subscriber or other third party performing services for Subscriber, including business process outsourcing service providers.

10.5. "Data" means the data identified in the applicable DSA Offer (including Third Party Data) and any other data, including any revisions, updates, modifications, enhancements, and additional data that Provider provides, or is obligated to provide, under this Agreement.

10.6. "Reproductions" shall have the meaning set forth in Section 2.1.

10.7. "DSA Offer" means the offer by Provider for a subscription to Data, as set forth in the detail page on AWS Marketplace and subject to the terms and conditions of the Agreement.

10.8. "Personnel" means a Party's directors, officers, employees, non-employee workers,.

10.9. "Prepaid Pricing" means a pricing model for Data Subscriptions where Subscriber purchases a quantity of usage upfront, upfront as

specified in the applicable DSA Offer.

10.10. "Proprietary Rights" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

10.11. "Third Party Data" means information or data that Provider obtains from a third party and makes available to Subscriber pursuant to a DSA Offer. For clarity, Amazon Web Services, Inc. and its affiliates (including persons or entities controlling or under common control with Amazon Web Services, Inc.) are third parties for purposes of this definition.

10.12. "Subcontractor" means any third party subcontractor or other third party to whom Provider delegates any of its duties and obligations under this Agreement.

10.13. "Subscription" means Subscriber's entitlement to Data listed and provided by Provider in AWS Marketplace under the terms of this Agreement and the DSA Offer.

10.14. "User" means an employee, non-employee worker or other member of Subscriber to access and use the Data as permitted under this Agreement.