

## SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Software Subscription and Services Agreement (the “**Agreement**”) is entered into as of the last date set forth on the signature page hereto (the “**Effective Date**”) and sets forth the terms and conditions governing Customer’s use of the Services provided through data.world’s proprietary software products, any applicable Client-Side Module and the provision to Customer of other services in connection with those products. The Order Form attached to this Agreement, and additional Order Forms entered into by the parties from time to time, sets forth the Software subscription and Services to be purchased by Customer under this Agreement, applicable fees, and other terms. No license rights are granted, and data.world has no obligation to provide Software, Services or Public Platform, except as specified in the applicable Order Form.

This Agreement, together with the Order Form and Supplemental Terms attached hereto, and any Order Forms, Statements of Work, and Supplemental Terms entered into by the parties from time to time, constitutes the entire agreement of the parties and supersedes any prior and contemporaneous oral or written understanding as to the parties’ relationship and the subject matter hereof.

This Agreement may be signed electronically using a means reasonably designed to acknowledge assent. If this Agreement is electronically signed it (a) is considered a "writing" or "in writing," (b) is deemed for all purposes as physically "signed," (c) is deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business, and (d) satisfies any legal formalities requiring that agreements be in writing.

Neither party will contest the admissibility of copies (or printed versions) of this Agreement under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis that the Agreement was originated, signed or maintained in electronic form. Other than an original hand-written signature or an electronic signature of the same formality used to originally execute this Agreement, no other communication between the parties (such as email, voice mail or fax without a signature) will be construed as a signature to this Agreement (or any amendments to it or waiver of it).

### 1. Definitions.

a. “**Affiliate**” means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party (where “control” means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity).

b. “**Client-Side Module**” refers to software that is licensed to add functionality or capabilities in conjunction with an underlying Software product, which may be installed locally on the Customer System and which may only be used in conjunction with the relevant underlying Software product and in accordance with this Agreement and any relevant Supplemental Terms.

c. “**Customer Data**” means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any Permissioned User to the Software as implemented on the Third Party Platform.

d. “**Customer System**” refers to Customer’s internal website(s), servers and other equipment and software used in the conduct of Customer’s business.

e. “**Documentation**” means data.world’s then-current user manuals that describe the functions, operation, and use of the Software and any applicable Client-Side Module, and that data.world makes generally available to licensees of the Software, whether in printed or electronic format.

f. “**Open Source Software**” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)), including, but not limited to, (i) any license that requires, or purports to require, as a condition of use, modification, or distribution, that (1) the code that is or could become subject to the license, be disclosed or distributed in source code form, or (2) others have the right to modify or create derivative works of the code that is or could become subject to the license.

g. **“Order Form”** refers to the written or electronic document which details the Software, including any applicable Client-Side Module to be licensed or Services to be purchased by Customer under this Agreement, applicable fees, the initial term applicable to Customer’s use of the Software, and other terms. The initial Order Form entered into by the parties is attached to this Agreement. To be effective, other Order Forms must be signed by both parties. Each Order Form incorporates this Agreement by reference.

h. **“Permissioned User”** means an identifiable individual, not necessarily named on the Effective Date, who is an employee, agent, contractor, or consultant of Customer and is designated by Customer to access the Software, regardless of whether or not the individual is actively using the Software at any given time. An individual shall only be designated as a Permissioned User on the earlier of (i) he or she is authorized by Customer to access the Software or (ii) once he or she has accessed the Software.

i. **“Personal Information”** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located, such as the individual’s name, address, social security number, etc., and any other information relating to an identified or identifiable individual. Personal Information includes all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), and “Personal Data” as that term is defined in EU General Data Protection Regulation (Regulation (EU) 2016/679) regarding (Directive 95/46/EEC) the protection of natural persons, including the processing of personal data and the free movement of such data, and all rules and regulations issued under any of the foregoing.

j. **“Professional Services”** means implementation services, integration and development work, training, and other consulting services provided by data.world to Customer as described in an Order Form or Statement of Work entered into by the parties.

k. **“Public Platform”** refers to the collection of publicly available data sets contributed by data.world as well as unaffiliated users and organizations made available by data.world for use and access through <https://data.world>.

l. **“Services”** refers, collectively, to the Professional Services and the Support Services.

m. **“Software”** means data.world’s proprietary software product and certain Third Party Software, in executable code form, described in the initial Order Form to which this Agreement is attached or in a subsequent Order Form, and includes Documentation and all related ideas, concepts, systems, software, interfaces, tools, utilities, templates, forms, content, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information of data.world for purposes of providing Services.

n. **“Subscription”** means the right to use the Software on a subscription basis and, if applicable, a license to use the Client-Side Module, all of which is set forth in an Order Form, together with the right to receive Support Services and use Updates during the Subscription Term.

o. **“Subscription Term”** means the subscription and license period for Customer’s use of the Software as set forth in an Order Form.

p. **“Supplemental Terms”** means additional software or service-specific terms and conditions that are set forth in one or more supplemental terms incorporated by reference into this Agreement or the applicable Order Form or the additional license requirements and notices, if any, contained in the Documentation.

q. **“Support Services”** means data.world’s support and maintenance services for the Software.

r. **“Third Party Software”** means certain software delivered or performed by third parties, excluding any Client-Side Module, that are required for the operation of, or interoperate with, the Software or the Public Platform.

s. **“Third Party Platform”** refers to Amazon Web Services (“AWS”).

t. **“Updates”** are corrected or modified versions of the Software, including enhancements, modifications, error corrections, fixes, patches, and new releases.

u. **“Use Case”** describes the scope of use of the Software and any applicable Client-Side Module for which Customer is licensed. The Use Case is identified in each Order Form.

## **2. License Grants and Rights of Use.**

### **a. Software.**

i. **License Grant.** Subject to timely payment of the license fees and compliance with the terms of the Agreement, data.world hereby grants to Customer for the Term a limited, non-transferable, non-sublicensable, non-exclusive and

license to run and use the Software and any applicable Client-Side Module set forth in an Order Form solely for Customer's internal business purposes on a Subscription basis. All Software (other than Client-Side Modules) may only be installed on the Third Party Platform. Use of the Software and any applicable Client-Side Module is expressly limited to the Use Case specified in the applicable Order Form by up to the maximum Number of Permissioned Users and subject to the use rights and limitations, all as set forth in the Order Form. Additional Permissioned Users and/or additional functionality must be purchased under an additional Order Form at the pricing in effect at the time the additional Users, Services or functionality are added, in the event actual use exceeds the licensed quantities. Customer is responsible to ensure that it and its Permissioned Users, use of the Software and any applicable Client-Side Module is in compliance with the terms of this Agreement.

ii. **Provisioning and Delivery of the Software; License Keys.** The Software ordered will be provisioned by data.world onto the Third Party Platform except that Client-Side Modules ordered by Customer will be delivered via FTP download, HTTP download, or similar technology. data.world may include features that restrict or eliminate the use of the Software or any applicable Client-Side Module until data.world receives full payment. Customer agrees to comply with any acceptable use policies and other terms of the Client-Side Module and/or third-party service provider with respect to the Third Party Platform.

b. **Access and Use of the Public Platform.** To the extent, Customer has elected to access the Public Platform, Customer agrees to be bound by the Supplemental Term governing such access attached hereto.

c. **License and Use Restrictions.** Customer shall comply with the Documentation associated with the Software and any applicable Client-Side Module. Customer shall not, and shall not permit any Permissioned User to, directly or indirectly: (i) copy or otherwise use the Software or any applicable Client-Side Module, except as permitted under this Agreement, including the applicable Order Form; (ii) decrypt, circumvent or disable any security or other technological features or measures of the Software or any applicable Client-Side Module; (iii) alter, modify, adapt, translate, or create (or attempt to create) derivative works based upon the Software, any applicable Client-Side Module, the Public Platform or the Documentation either in whole or in; (iv) distribute, display, or transfer any of the Software or any applicable Client-Side Module, except in connection with an assignment permitted under Section 13(i); (v) sublicense, sell, resell, rent, lease, or otherwise transfer rights or usage to the Software, any applicable Client-Side Module, or the Public Platform for any purpose including timesharing, rental, or service bureau purposes; (vi) remove, alter, or obscure any copyright, trademark or proprietary notice in or displayed by the Software and any applicable Client-Side Module; (vii) transfer, use, import, or export, directly or indirectly, the Software or any applicable Client-Side Module in violation of any laws or regulations of any applicable government or governmental agency; (viii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any portion of the Software, any applicable Client-Side Module, or the Public Platform, except and only to the extent expressly permitted by the law in effect in the jurisdiction in which Customer is located, despite this limitation; (ix) use any portion of the Software or any applicable Client-Side Module to create a competitive service, product or technology; (x) interfere with or disrupt the integrity or performance of the Software, any applicable Client-Side Module or the Public Platform; or (xi) use, combine, compile, or link the Software, any applicable Client-Side Module, or the Public Platform with any software subject to an Open Source Software license. Customer shall not, and shall not permit any Permissioned User to, use the Public Platform, any applicable Client-Side Module, or the Software to directly or indirectly upload or transmit any Customer Data or other data, documents, or other material that (A) infringe the intellectual property rights or other personal or proprietary rights of any third party, (B) violate any applicable law, statute, ordinance, regulation or treaty, or (C) contain any viruses or other computer programming routines that could damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Information of any person or entity. Customer and its Permissioned Users are solely responsible for the content of their transmissions involving the Software, the Services, any applicable Client-Side Module and the Public Platform. Customer agrees not to use any of the Software, the Services, any applicable Client-Side Module or the Public Platform: (1) for illegal purposes or in any illegal manner; or (2) to interfere with or disrupt other network users, network services or network equipment. Interference or disruptions include distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and use of the network to make unauthorized entry to any other machine accessible via the network. Customer shall ensure that all employees and any independent contractors who are Permissioned Users are legally bound by and comply with the terms and conditions contained in this Agreement. Customer shall remain fully liable for all acts and omissions of its employees, independent contractors and Affiliates, as if such acts and omissions had been committed by Customer itself.

d. **No Other License.** The Software and any applicable Client-Side Module are licensed and not sold. No use of the terms "sell" or "resell" in or in connection with this Agreement will be deemed to imply otherwise. Except as stated

in this Agreement, there are no other licenses, either express or implied, granted to Customer related to the Software, any applicable Client-Side Module, or any other intellectual property of data.world. All right, title, and interest in and to the Software, including (without limitation) all copies and modifications of the foregoing, the Services, the Work Product, the Documentation, and all intellectual property herein and therein, are and at all times will remain the property of data.world and its licensors. data.world and its licensors reserve all rights and licenses in and to such intellectual property not expressly granted to Customer under this Agreement. data.world and Customer will execute such other and further instruments reasonably requested by the other party which are necessary to give effect to the provision of this Section or to perfect an interest allocated herein.

**e. Privacy Policy.** The data.world privacy policy which is attached as Exhibit A to this Agreement is incorporated into this Agreement.

**f. Right in Customer Data and Usage Data.** Customer grants to data.world, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary solely for data.world to provide the Software, the Services and any applicable Client-Side Module in accordance with this Agreement. Except as stated in this Agreement, there are no other licenses, either express or implied, granted to data.world to Customer Data. All right, title, and interest in and to Customer Data, including (without limitation) all copies and modifications of the foregoing and all intellectual property herein and therein, are and at all times will remain the property of Customer. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data. data.world owns the statistical usage data derived from the operation of the Software, the Services and any applicable Client-Side Module, including data regarding web applications utilized in connection with the Software, the Services and any applicable Client-Side Module, configurations, log data, and the performance results for the Software, the Services and any applicable Client-Side Module (“Usage Data”). Nothing herein shall be construed as prohibiting data.world from utilizing the Usage Data to optimize and improve the Software, the Services and any applicable Client-Side Module or otherwise operate data.world’s business; provided that if data.world provides Usage Data to third parties, such Usage Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Customer or any Permissioned User(s) to any third party.

**3. Support Services.** The Services may include services or products, such as Third-Party Software, which are provided, developed, operated, hosted, or maintained by a third party provider. data.world will provide Customer with the following support for the Software:

**a. Online knowledge base.** data.world will provide Customer with access to data.world’s regularly updated Documentation for the Software and online knowledge base.

**b. Customer Portal.** data.world will provide Customer with access to a web-based customer portal for online submission of issue tickets and support requests

**c. Support Access.** data.world will make reasonable assistance available by e-mail to Customer’s Permissioned Users during data.world’s designated regular weekday business hours (excluding holidays).

**4. Professional Services.** data.world will provide Professional Services as specified in the applicable Order Form or Statement of Work. With respect to any work product created, delivered or developed by data.world during the course of providing Professional Services to Customer (each, a “**Work Product**”), data.world grants Customer a non-exclusive, non-transferable, internal use license to use the Work Product solely in connection with Customer’s use of the Software during the term of this Agreement. For the avoidance of doubt, in no event does the term “Work Product” include Software or any applicable Client-Side Module.

## **5. Third Party Software.**

**a. Use of Third Party Software.** data.world or third parties may from time to time make Third Party Software available to Customer (“**Additional Third Party Software**”). Any acquisition by Customer of any such Additional Third Party Software, and any exchange of data between Customer and any provider of Additional Third Party Software, is solely between Customer and the applicable provider of the Additional Third Party Software. data.world does not warrant or support any Additional Third Party Software, whether or not it is designated by data.world as “certified” or otherwise. If Customer installs or enables any Additional Third Party Software or any applicable Client-Side Module for use with the Software, Customer acknowledges that data.world may allow providers of that Additional Third Party Software or any applicable Client-Side Module to access Customer Data as required for the interoperation and support of such Additional Third Party Software or Client-Side Module with the Software. data.world is not responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by the providers of Additional Third Party Software.

**b. Integration with Third Party Software.** The Software may contain features designed to interoperate with Additional Third Party Software. To use such features, Customer may be required to obtain access to such Additional Third Party Software from its provider. If the provider of any Additional Third Party Software ceases to make the Additional Third Party Software available for interoperation with the corresponding Software on reasonable terms, data.world may cease providing such features without entitling Customer to any refund, credit, or other compensation.

**c. data.world Access Codes.** To the extent that data.world requires that Customer grant data.world authorizations, passwords or other user credentials to Additional Third Party Software or any applicable Client-Side Module (“**data.world Access Codes**”) to retrieve Customer Data or to enable interoperability with the Software, Customer agrees to promptly provide such data.world Access Codes. data.world will not share, reassign, divulge or disclose any data.world Access Codes except to data.world employees or contractors specifically engaged in the performance of the Software. data.world Access Codes will be deemed to constitute Customer’s Confidential Information subject to obligations of confidentiality.

**6. Customer’s Other Responsibilities.** data.world’s performance of Services is contingent upon Customer’s timely and effective performance of its responsibilities, decisions, and approvals, and data.world may rely on Customer decisions and approvals. Customer is responsible for the results obtained from the use of the Software, Public Platform, Services, and any applicable Client-Side Module. As it applies to operation of the Services, unless specified in an Order Form, Customer and its Permissioned Users shall be otherwise responsible for obtaining and maintaining any of its or their Customer Systems and ancillary services not provided by data.world or on behalf of data.world which is needed to connect to, access or otherwise use the Software, including computers, software, cloud infrastructure, hardware, operating systems, networking, and the like. Customer and its Permissioned Users shall further be responsible for maintaining the physical security of any of such Customer Systems, including any hardware devices used to operate the Software.

## **7. Fees and Payment Terms.**

**a. Fees.** Customer will pay data.world or its authorized reseller as applicable the fees set forth in the applicable Order Form for the rights to use and licenses conveyed in this Agreement. Customer will pay data.world for Professional Services as specified in the applicable Statement of Work. Any extension in Customer’s rights of use, including any additional licenses or Authorized Users, will require the payment of additional fees in accordance with data.world’s then current terms and fees in accordance with the then current GSA Schedule Pricelist.

**b. Changes to Fees.** data.world may change its fees in accordance with the terms of the GSA Schedule Contract and GSA Schedule Pricelist except that changes to license fees to the Software and any applicable Client-Side Module will not apply until the next subsequent Extension Term. Changed rates applicable to Professional Services will apply to any Statement of Work entered into after the effective date of the increase but will not affect the rates for Professional Services provided under a Statement of Work signed before the effective date, except as data.world and Customer otherwise agree.

**c. Additional Payment Obligations.** All payments made by Customer will be made in U.S. dollars. data.world 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 FAR 552.212-4(k). Fees are due within 30 days from receipt of data.world’s invoice (or as otherwise set forth in the invoice) unless subject to a reasonable and good faith dispute. Past due amounts will incur interest at 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.

**d. Audit Rights.** Customer hereby grants data.world and its independent auditor designee(s) (who are bound by obligations of confidentiality), at data.world’s expense and no more than once annually, the right to audit Customer’s compliance with this Agreement upon 30 days’ written notice, during Customer’s business hours, subject to Government security requirements, and conducted in such manner as not to interfere unreasonably with Customer’s normal business activities. All information provided to, made available, or accessed by data.world are deemed to be Confidential Information of Customer. Customer will at no cost to data.world (i) provide any assistance reasonably requested by data.world or its designee in conducting any such audit, including installing and operating audit software subject to Customer’s access policies, and (ii) make requested personnel, records, and information pertaining to Customer’s adherence to license and payment terms hereunder available to data.world or its designee. The parties will cooperate so that the audit is completed in a timely and expeditious manner. Customer’s failure to comply with the provisions of this

section will constitute a material breach of this Agreement for which data.world may seek relief pursuant to the Contract Disputes Act. If the audit reveals any noncompliance, Customer will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of data.world's termination rights and do not affect data.world's right to payment for Software and any applicable Client-Side Module related to usage in excess of the amount for which payment was remitted.

## **8. Limited Warranty; Warranty Disclaimer.**

### **a. Software.**

i. Warranty. data.world warrants to Customer that the Software, as updated and when used as permitted under this Agreement and in accordance with the instructions in the Documentation will operate in accordance with, and conform substantially to, its associated Documentation (except for minor defects and errors not material to the core functionality of the Software under normal use and circumstances) during the Term. data.world will use commercially reasonable efforts to correct substantial malfunctions of the Software provided that the malfunctions are reproducible, and Customer provides data.world with prompt notice and sufficient detail regarding the malfunctions. If data.world is unable to do so within a commercially reasonable timeframe, Customer's sole remedy is to terminate the applicable Order Form on written notice to data.world and receive a refund, on a pro-rata basis, of any prepaid, unused license fees under that Order Form. **CUSTOMER'S EXCLUSIVE REMEDY, AND DATA.WORLD'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS SECTION 8(A)(I), OR ANY CLAIM BASED ON THE FAILURE OR UNAVAILABILITY OF THE SOFTWARE AND ANY APPLICABLE CLIENT-SIDE MODULE, IS LIMITED TO RE-PERFORMANCE OF THE SOFTWARE AND/OR SERVICES, TO THE EXTENT SUCH BREACH CAN BE CURED BY RE-PERFORMANCE, OR, CUSTOMER MAY TERMINATE THE APPLICABLE ORDER FORM ON WRITTEN NOTICE TO DATA.WORLD AND RECEIVE A REFUND, ON A PRO-RATA BASIS, OF ANY PREPAID, UNUSED LICENSE FEES UNDER THAT ORDER FORM.** Both parties acknowledge and agree that further limits of its remedies for breach of this warranty are set forth in Section 11 of this Agreement.

ii. Warranty Exceptions. data.world has no obligations or responsibilities of any kind with respect to: (A) problems which are not caused by defects in the Software and any applicable Client-Side Module, (B) problems caused by the failure to implement and operate the Software and any applicable Client-Side Module in the operating environment specified in the applicable Documentation and any other written instructions supplied by data.world, (C) problems resulting from the failure to implement solutions and Updates made available by data.world to the Software and any applicable Client-Side Module, (D) problems in the use or functioning of the Software and any applicable Client-Side Module caused by the combination, operation or use of the Software with any items not contemplated in the Documentation, (E) use of the Software or any applicable Client-Side Module inconsistent with the Documentation, (F) problems arising from any modifications or other alterations of the Software or any applicable Client-Side Module by any person or entity other than data.world, (G) problems resulting from data.world's adherence to Customer's specifications or instructions, or (H) problems caused by customizations of the Software requested by Customer or on Customer's behalf. data.world provides warranty support only for the most current major release of the Software and any applicable Client-Side Module and, for a period of twelve months subsequent to the release date of the current major release, the immediately preceding major release. data.world has no support obligation where Customer is using a version of the Software or any applicable Client-Side Module that is not a then-supported release.

iii. Malicious Code. data.world warrants that the Software will not contain any computer viruses, worms, back doors, Trojan horses, Easter eggs, time bombs, and other forms of malicious code ("**Malicious Code**") when made available by data.world to Customer. If Malicious Code is introduced into Customer's computer systems by the Software, data.world will use commercially reasonable efforts to assist and work with Customer, at Customer's direction, to remediate the damage caused by the Malicious Code, provided that Customer: (A) has taken all prudent business measures to prevent introduction of any such Malicious Code into its computer systems, (B) takes all prudent business measures to minimize the effects of any such Malicious Code, and (C) delivers sufficient documentation to data.world to validate Customer's belief that the Malicious Code was introduced into Customer's computer system by the Software.

**b. Items Not Covered by Warranty.** The Public Platform, Third Party Platform, and Third Party Software are provided on an "AS IS" basis and "AS AVAILABLE." However, the suppliers and licensors of the Third Party Platform and the Third Party Software may provide their own warranties to Customer.

**c. Warranty Disclaimer. THE PROVISIONS OF THIS SECTION 8 CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DATA.WORLD'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT. DATA.WORLD MAKES NO OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL**

OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, CONDITIONS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY LAW, USAGE OF TRADE OR COURSE OF DEALING, COURSE OF PERFORMANCE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, RELIABILITY, AND ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER DATA.WORLD NOR ANY OF ITS SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS WARRANT OR MAKE ANY REPRESENTATIONS (i) THAT THE SOFTWARE, CLIENT-SIDE MODULE, PUBLIC PLATFORM, SERVICES, MATERIALS, AND OTHER FUNCTIONS CONTAINED IN THE SOFTWARE, PUBLIC PLATFORM, OR SERVICES, AND THE OPERATION THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE OR (ii) REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE, CLIENT-SIDE MODULE PUBLIC PLATFORM OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NEITHER DATA.WORLD NOR ANY OF ITS SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR THE PERMISSIONED USERS' DATA FILES, PROGRAMS, PROCEDURES, CUSTOMER DATA OR PERMISSIONED USERS' DATA OR OTHER INFORMATION THROUGH CRIMINAL OR FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, UNLESS AND TO THE EXTENT SUCH ACCESS, ALTERATION, THEFT, OR DESTRUCTION IS CAUSED AS A RESULT OF, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY DATA.WORLD. DATA.WORLD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SOFTWARE OR ANY APPLICABLE CLIENT-SIDE MODULE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999.

## **9. Confidentiality.**

**a. Confidential Information Defined.** "Confidential Information" means all confidential and proprietary information of a party (as the disclosing party) disclosed to the other party (as the receiving party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product designs, and business processes. In the case of data.world, Confidential Information includes the Software, any applicable Client-Side Module, the Work Product, and the Services.

**b. Exclusions from Confidentiality.** Confidential Information does not include any information that, without breach of any obligation owed to the disclosing party: (i) is or becomes generally known to the public without breach by the receiving party of this Agreement, (ii) was known to the receiving party prior to its disclosure by the disclosing party, (iii) was independently developed by the receiving party without use or reference to the Confidential Information of the disclosing party, or (iv) is received from a third party without an obligation or duty of confidentiality. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will provide the disclosing party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. For the avoidance of doubt, data that data.world or its licensors derive or create from information gathered by data.world and its licensors that relates to performance of the Software shall not be deemed to be Customer Data to the extent such information does not contain (or is stripped of all) Personal Information and is aggregated with such data of other customers.

**c. Obligations regarding Confidential Information.** The receiving party will not disclose or use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement, except with the disclosing party's prior written consent. The receiving party will protect the confidentiality of the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). The receiving party will promptly notify the disclosing party if it becomes aware of any actual or suspected breach of confidentiality of the disclosing party's Confidential Information. Upon any termination of this Agreement, the receiving party will continue to maintain the confidentiality of the disclosing party's Confidential Information and, upon request, return to disclosing party or destroy (at the disclosing party's election) all materials containing such Confidential Information. Notwithstanding the foregoing, a party may retain copies of the other party's Confidential Information as may be required by its legal counsel, or its compliance or automated back-up archiving practices, provided that any such retained Confidential Information will remain subject to the confidentiality and non-disclosure obligations set forth in this Agreement for so long as such Confidential Information is so retained. data.world 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.

d. **Injunctive Relief.** In the event of a breach (or threatened breach) by the receiving party of any of its obligations regarding the disclosing party's Confidential Information, the disclosing party will be entitled to seek injunctive relief to the extent permitted by law, in addition to any other remedies available to it.

## **10. Indemnification.**

### **a. By data.world**

i. **Indemnification Obligation.** data.world will have the right to intervene to defend Customer and its respective officers, directors and employees (the "**Customer Indemnified Parties**") from and against all actions, proceedings, claims and demands by a third party (a "**Third-Party Claim**") which arise out of or relate to any allegation that the Software, as updated by data.world and used in accordance with this Agreement and the Documentation, infringes such third party's copyrights or misappropriates its trade secrets, and will pay the amount of any final judgment awarded (including reasonable attorney's fees and costs) or final settlement made with respect to such Third Party Claim. 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.

ii. **Mitigation.** In addition to data.world's obligation of indemnification, if the Software or any applicable Client-Side Module becomes or, in data.world's opinion, is likely to become the subject of a claim of infringement, data.world may, at its option and expense, either procure for Customer the right to continue using the Software and/or any applicable Client-Side Module or replace, repair or modify the Software and/or any applicable Client-Side Module to make it non-infringing. If data.world, in its sole discretion, concludes that neither of these alternatives is reasonably available or commercially feasible, data.world may terminate this Agreement or Customer's right to use the Software and/or any applicable Client-Side Module and refund to Customer any prepaid amounts attributable to the period of time between the date Customer was unable to use the Software and/or any applicable Client-Side Module due to such claim and the remaining days in the then-current Subscription Term. The foregoing states the entire obligation and liability of data.world with respect to any infringement claim.

iii. **Exceptions.** data.world's indemnification obligations will not apply to any claim resulting from: (A) the combination, operation or use of the Software or applicable Client-Side Module with other products, services, data or documentation if the claim would have been avoided by the use of the Software or applicable Client-Side Module without such combination, operation or use, (B) use of the Software or applicable Client-Side Module if it has been modified or otherwise changed by a party other than data.world, (C) use of the Software or applicable Client-Side Module in a manner not expressly permitted by this Agreement, (D) use of other than the most current release of the Software or applicable Client-Side Module, (E) Customer's continued use of infringing Software or any applicable Client-Side Module after termination or after Customer is supplied with modified or replacement non-infringing Software or the applicable Client-Side Module, and as contemplated herein, (F) materials developed by data.world or on its behalf in accordance with Customer's specifications or instructions, (G) use of Open Source Software; (H) Customer's violation of applicable law, or (I) Third Party Software or a Third Party Platform.

iv. **Sole Remedy.** **THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF DATA.WORLD WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SOFTWARE OR OTHERWISE.**

### **b. Reserved.**

c. **Conditions to Indemnification.** To qualify for indemnification under this Agreement, the party requesting the indemnification agrees to (i) promptly notify the indemnifying party in writing of the existence of any such action, (ii) grant the indemnifying party sole authority and control for the defense or settlement of such action, provided, however, that no event will such settlement require the admission of wrongdoing, payment of damages or require any form of non-monetary relief on the part of the indemnified party without the indemnified party's prior consent, and (iii) provide the indemnifying party with all reasonable assistance for the defense or settlement of such action. In no event will the party requesting the indemnification settle any claim without the indemnifying party's prior written consent. The party requesting the indemnification may elect to participate in any such action with an attorney of its own choice and at its own expense subject to the indemnifying party's right to control the defense and settlement.

**11. Limitation of Liability.** Except with respect to Customer's misappropriation of data.world's or any third-party's intellectual property rights licensed or otherwise provided or made available in connection herewith, each party's obligation of indemnification under Section 10 ("Indemnification"), and Customer's obligation to pay amounts due under this Agreement, (i) each party's total liability to the other from any cause whatsoever, whether for breach of contract or other default, negligence, misrepresentation, or other contract or tort claim, is limited to two (2) times the amount of any actual direct damages or loss, up to the total payments made by Customer to data.world in the prior twelve (12) month



period for the Software or Services which were the subject of the claim, and (ii) in no event will either party be liable for any special, incidental, indirect, exemplary, punitive or consequential damages, including but not limited to those for business interruption or loss of profits, even if such party knew or should have known of the possibility of such damage. In no event will data.world be liable for third party claims against Customer for losses or damages (other than those for which data.world indemnifies Customer as set forth in Section 10 (“Indemnification”)), or loss of, or damage to, Customer’s records or data. **THE EXCLUSIONS AND LIMITATIONS OF LIABILITY ABOVE SHALL APPLY REGARDLESS OF WHETHER (A) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER; OR (B) UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITIES ARE FORESEEABLE AND WHETHER DATA.WORLD HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LIABILITIES. THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF DATA.WORLD’S BARGAIN HEREUNDER, AND CUSTOMER ACKNOWLEDGES THAT SUCH PROVISIONS REPRESENT A REASONABLE ALLOCATION OF RISK.** The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

## **12. Term and Termination.**

**a. Term.** This Agreement commences on the Effective Date and remains in effect until all Order Forms entered into by the parties have expired or been terminated. The initial Subscription term applicable to each Order Form means the period which commences on the Order Form Effective Date specified in the relevant Order Form (provided that after the Initial Order Form attached to this Agreement, the Order Form has been executed by duly authorized representatives of both parties) and continues for the initial Subscription term specified in the Order Form (each, an “**Initial Term**”). Upon expiration of the Initial Term of an Order Form, the Order Form will extend for successive twelve month periods (each of which is referred to as an “**Extension Term**” and, together with the Initial Term, is referred to as the “**Term**”) as described in that Order Form (and, if not described, then upon expiration of the Initial Term (or any Extension Term) of an Order Form, the Order Form may be extended by executing a written order for the extension term .

**b. Termination for Cause.** Notwithstanding the foregoing, when the End User is an instrumentality of the U.S., and disputes such breach, 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, data.world 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.

**c. Effect of Termination; Survival.** In the event of termination, each party will return to the other the original and all copies of the Confidential Information in the other’s possession, custody or control or, in lieu of returning such Confidential Information, destroy all copies of such Confidential Information, and certify to such destruction in a writing signed by its officer. Notwithstanding the foregoing, a party may retain copies of the other party’s Confidential Information as may be required by its legal counsel, or its compliance or automated back-up archiving practices, provided that any such retained Confidential Information will remain subject to the confidentiality and non-disclosure obligations set forth in this Agreement for so long as such Confidential Information is so retained. In addition, Customer will (i) immediately stop using the Software and any applicable Client-Side Module, and (ii) return to data.world or destroy, as described above, the original and all copies of the Software and any applicable Client-Side Module. Customer’s obligation to pay data.world amounts due hereunder will survive any expiration or termination of this Agreement. The terms of any other Sections that by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason, provided that the parties’ rights and obligations under the Section entitled “Indemnification” shall survive for six (6) years following termination or expiration of this Agreement and/or any Order Form.

## **13. General.**

**a. Governing Law.** To the extent Customer is an instrumentality of the U.S. this Agreement will be governed exclusively by the Federal laws of the United States. In all other cases, this Agreement will be governed exclusively by the laws of the State of Texas, without regard to its conflicts of laws rules. In such case, any disputes arising under this Agreement between the parties will be resolved in accordance with FAR Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019). The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties also agree that, regardless of any statute or law to the contrary,

any claim or cause of action arising out of or related to this Agreement must be filed within six years after such claim or cause of action arose or be forever barred.

**b. Suggestions.** Customer may from time to time provide suggestions, comments or other feedback to data.world with respect to the Software, Services or Documentation, including bugs, errors and feature requests (“**Feedback**”). data.world and its licensors own all right, title and interest in and to all such Feedback.

**c. Publicity.** Customer agrees that data.world may reference and use Customer’s name to identify it as a customer in data.world’s business development and marketing efforts, including on its websites to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. At data.world’s request, Customer agrees to act as a reference for data.world by speaking with a reasonable number of press contacts, industry analysts, and customer prospects about Customer’s implementation and use of the Software. Otherwise, no press releases or other publicity will be issued without the prior written consent of both parties.

**d. Independent Contractors.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. data.world may subcontract a Service, or any part of it, to subcontractors selected by data.world.

**e. Notices.** All notices required to be given under this Agreement will be given in writing and sent to the recipient party’s address stated in this Agreement, unless otherwise changed in writing. All notices will be given by certified or registered mail, or overnight carrier. Such notices will be deemed given on the date of receipt of delivery of said notice.

**f. Amendment; Order of Precedence.** Except as expressly set forth in this Agreement, no amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by Customer and data.world. To the extent of any conflict among the terms of the various documents, the base terms of this Agreement will prevail unless expressly stated otherwise. Additional or different terms in any purchase order or other communication from Customer are void.

**g. No Waiver.** No failure or delay in exercising any right hereunder will constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect.

**h. Force Majeure.** Excusable delays shall be governed by FAR 552.212-4(f).

**i. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Any attempted assignment in breach of this Section will be void. This Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**j. Export Laws.** As applicable, Customer shall comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction to ensure that the Software, any applicable Client-Side Module and the Public Platform are not exported, directly or indirectly, in violation of applicable law. Customer shall not export the Software, any applicable Client-Side Module, the Public Platform, the Services, the Documentation, or any data.world Confidential Information to any party or jurisdiction without the prior written consent of data.world and its licensors. Customer understands that the Arms Export Control Act (AECA), including its implementing International Traffic In Arms Regulations (ITAR), and the Export Administration Act (EAA), including its Export Administration Regulations (EAR), are some (but not all) of the laws and regulations that comprise the U.S. export laws and regulations, which apply to one or more components of the Software, any applicable Client-Side Module, and/or the Public Platform. Customer further understands that the U.S. export laws and regulations include: (i) ITAR and EAR product/service/data-specific requirements; (ii) ITAR and EAR ultimate destination-specific requirements; (iii) ITAR and EAR end user-specific requirements; (iv) Foreign Corrupt Practices Act; and (v) anti-boycott laws and regulations. Customer will comply with all then-current applicable export laws and regulations of the U.S. Government (and other applicable U.S. laws and regulations) pertaining to the Software, any applicable Client-Side Module and the Public Platform (including any associated, computer software, media, services, technical data, and other information). Customer certifies that it will not, directly or indirectly, export (including any deemed export), nor re-export (including any deemed re-export) the Software, any applicable Client-Side Module or the Public Platform (including any associated computer software, media, services, technical data, and other information) in violation of applicable U.S. laws and regulations.

**k. Government Users.** The Software, Services and accompanying documentation (including without limitation the APIs) are “commercial items”, developed exclusively at private expense, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are defined in the applicable acquisition regulations, including Federal Acquisition Regulation (“**FAR**”) 2.101 and FAR Part 12. If you are using the Services on behalf of the U.S. Government or any agency or department thereof (the “**U.S. Government**”), the Services and any documentation related thereto (including without limitation the APIs) are licensed hereunder (i) only as commercial items, and (ii) with only those rights as are granted to commercial end users pursuant to the terms and conditions of these Terms. If acquired by or on behalf of an agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement, as specified in FAR 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. This section describing U.S. Government Rights, consistent with FAR 12.212 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Software under this Agreement and in any subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed. If these terms fail to meet the U.S. Government’s minimum needs or is inconsistent with Federal procurement law, you agree to notify the Company.

**Accepted and Agreed:**

data.world, Inc.

**Accepted and Agreed:**

Customer

Ryan Cush

Print Name

Print Name

CRO

Title

Title

Date

Date

**Supplemental Terms**  
**Public Platform Terms of Use**

By using any Dataset (defined below), the undersigned Customer hereby accepts and agrees to abide by the following Terms of Use (the “**Terms**”). data.world, Inc. (the “**Company**”) may make changes to the content and services offered on the website (the “**Services**”) located at the url: <http://data.world> as well as all associated sites, forums, and channels linked to data.world by the company, its subsidiaries and affiliated companies (collectively, the “**Site**”) at any time. The Company can non-materially change, update, or add or remove provisions of these Terms with prior notice to Customer. Any update to these Terms will take effect on the noted effective date.

**Privacy Policy.**

Please review the Company’s [Privacy Policy](#) (the “**Privacy Policy**”), which explains how the Company uses information that it collects and that Customer submits to the Company and which is attached hereto and incorporated by reference into these Terms.

**Using the Site and the Services on the Site.**

The Company provides content on the Site that is copyrighted and/or trademarked work of the Company or the Company’s third-party licensors and suppliers or other visitors and users of the Site (collectively, the “**Materials**”). Except as set forth below, Materials may include logos, graphics, video, images, software and other content. The Company also provides Customer with access to data tables, datasets and databases, including without limitation images, video, data of varying nature and other content contained therein (collectively, “**Datasets**”) that are the property of third-parties or other users. Neither Datasets, nor application programming interfaces (“**APIs**”) that the Company may make available to Customer, are deemed to be “**Materials**” for purposes of these Terms.

Subject to the terms and conditions of these Terms, and Customer’s compliance with these Terms, the Company hereby grants Customer a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site solely for Customer’s internal use. Except for the foregoing license, Customer has no other rights in the Site or any Materials and Customer may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

Customer may use, copy, and distribute the Datasets (including allowing the Company to use, copy, and distribute the Datasets to provide the “**Services**”) solely as permitted by the third-party licenses applicable to such Datasets. Customer acknowledges and understands that the Company may remove Datasets, including without limitation derivatives of and/or results from using the Datasets from the Service at any time if required by law or otherwise in its sole discretion. Customer’s searches, queries, projects or saved Datasets may be negatively impacted by such removal.

**APIs.**

If Customer elects to use the APIs, then subject to Customer’s compliance with the API documentation (“**Documentation**”) and these Terms, including, the Company hereby grants Customer an additional limited, revocable, non-transferable, non-exclusive, non-sublicensable license to access and use the API and Documentation for the sole purpose of interfacing Customer’s web-based applications (each a “**Customer Application**”) to the Services and Materials, solely for Customer’s own internal business use, and not for timesharing, application service provider or service bureau use. Customer acknowledges and agrees that Customer’s use of the APIs may be subject to volume and other restriction imposed by the Company from time to time. The Company may monitor Customer’s use of the APIs to ensure quality, improve its products and services, and verify Customer’s compliance with these Terms and the Documentation. If any Customer Application implements an outdated version of the APIs, Customer acknowledges and agrees that such Customer Applications may not be able to communicate with the Services. Customer understands that the Company may cease support of old versions of the APIs. Customer is solely responsible for obtaining all necessary licenses, permissions, and rights to use and interface its Customer Applications in the manner contemplated above and Customer represents and warrants to the Company that Customer has secured the necessary licenses, permissions, and rights. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, Customer’s access to the APIs or any API or any part thereof with or without notice.

### **User Activities**

Customer is responsible for all its users' activities on the Site and agrees not to share any of its passwords to access the Site, let others access or use its passwords or do anything else that might jeopardize the security of its passwords. Customer agrees to notify the Company if any of its passwords on the Site is lost, stolen, if Customer is aware of any unauthorized use of its passwords on the Site or if Customer knows of any other breach of security in relation to the Site.

### **Teams.**

If an individual has received access to the Site as a result of Customer adding the individual to its account on the Site or otherwise providing access to the Site to that individual, Customer has delivered a copy of these Terms to those individuals, and they have agreed to these Terms, including the Privacy Policy.

AS THE ADMINISTRATOR OR OWNER OF AN ORGANIZATION, CUSTOMER AGREES THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM ALL ITS USERS OF CUSTOMER'S RELEVANT POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF SUCH USERS' SUBMISSIONS TO CUSTOMER'S ORGANIZATION ON THE SITE, ITS DATASETS AND DATA PROJECTS; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM THOSE USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF THEIR SUBMISSIONS AND THE OPERATION OF THE SERVICES; AND (C) RESPOND TO AND RESOLVE ANY DISPUTE WITH ANY OF THOSE USERS RELATING TO OR BASED ON THEIR SUBMISSIONS, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. Customer is responsible for ensuring that each user it invites only uses his or her credentials and that those credentials are not shared by multiple users.

### **Third-Party Offerings.**

Third-parties may from time to time make certain software or services, including without limitation other online, web-based business application subscription services and any offline products provided by third-parties, that interoperate with the Services or Materials ("**Third-party Offerings**"). If Customer acquires or uses such Third-party Offerings, such acquisition or use and exchange of data between Customer and any provider of a Third-party Offering is solely between Customer and the applicable provider of the Third-party Offering. The Company does not warrant or support any Third-party Offering, whether or not designated as "certified" or otherwise. If Customer installs or enables any Third-party Offering for use with the Services, Customer acknowledges that the Company may allow the providers of that Third-party Offering to access Customer's Datasets as required for the interoperation and support of such Third-party Offering with the Services. The Company shall not be responsible for any disclosure, modification or deletion of Datasets resulting from any such access by providers of Third-party Offerings. Customer is required to obtain all necessary licenses, permissions and rights to use such Third-party Offerings. If the provider of any Third-party Offering ceases to make such Third-party Offering available for interoperation with the Services, the Company may cease providing such features without entitling Customer to any refund, credit, or other compensation.

### **Submissions.**

A "**Submission**" is any information, description, text, data, metadata, opinions, Datasets, data projects, messages, comments, collaboration, tags, queries, searches, images, photos, videos, graphics, sounds and other content or material that is submitted, uploaded, posted or otherwise made available on or through the Site or through the Services available in connection with the Site.

Customer is responsible for all Submissions it, including its users, submits, uploads, posts or otherwise makes available on or through the Site or through the Services ("**Submit**"). Neither Customer nor its users may upload, post or otherwise make available on the Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether Customer has sufficient permission to share such information is on Customer. Customer shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that Customer or its users make. Customer has full responsibility for each Submission it or its users make, including the Submission's legality, reliability and appropriateness.

### **Licensing Considerations.**

If Customer submits a third-party-owned Submission, Customer is required to select one of the licenses from the list of licenses offered on the Site applicable to such Submission, or, if the license applicable to the Submission is not included in the list, Customer may upload the applicable license; provided that it may not Submit any Submission that is licensed under terms that would require any visitor or other user to pay royalties or license fees for use of the Submission, or that would subject the Company to liability or license fees through the use of the Submission as anticipated by these Terms. Customer is solely responsible for identifying the license terms applicable to the Submissions it Submits and for providing the appropriate license when it Submits such Submission. By making a Submission, Customer represents and warrants that (a) it has all rights necessary to Submit the Submission and allow the Company to use the Submission for the Services in accordance with these Terms, (b) the Company's hosting of the Submission and making it available on the Site as anticipated by these Terms will not violate or bind the Company to the terms of any license applicable to such Submission, (c) the Company's hosting of the Submission and making it available on the Site as anticipated by these Terms will not subject the Services or Site to any copyleft, share-alike or similar license provisions, and (d) that either (i) the Submission is Customer's original creation, Customer owns all right, title and interest in and to the Submission and any and all intellectual property rights therein and thereto, or (ii) the Submission is validly licensed in accordance with the license terms selected by Customer, no other terms and conditions apply to the use of such Submission, and the use of the Submission by the Company, other users and other visitors to the Site as anticipated by these Terms is permitted under such license.

Customer acknowledges the licenses applicable to certain Submissions may contain copyleft provisions that control the manner and terms under which Customer may license those Submissions and any other Submissions that Customer may combine or link to those Submissions. Customer is solely responsible for determining and complying with the license terms that apply to its use and distribution of any Submissions or combinations of Submissions. The Company shall have no liability to Customer for any claims of improper or unauthorized use of any Submissions or Dataset contents, including but not limited to claims alleging non-compliance with applicable license terms.

### **Third-Party Content and Datasets**

Certain Materials that are not Submissions may be provided by third-party licensors and suppliers to the Company ("**Third-Party Content**") where separate and additional terms govern the use of that Third-Party Content.

Submissions, including Datasets, on the Site may be subject to one or more licenses. Customer may own a Submission or, subject to appropriate licenses from such owners, upload a Submission owned by another party or upload a Submission resulting from combining one or more Submissions owned by Customer and others. Except for those Submissions that Customer owns completely, third-party licensors may have rights in the other Submissions. Customer is responsible for identifying and complying with the license terms applicable to Submissions not owned by Customer. Such Submissions are licensed directly to Customer from the applicable third-party licensor under the terms uploaded with the Submissions. Customer acknowledges and agree that each Submission is licensed under separate terms and that the license terms applicable to any Submission may not be the same as or compatible with the terms applicable to any other Submission. Customer hereby agrees to comply with any and all license terms applicable to any Submission used by Customer. **The Company does not verify, make any representations or take responsibility for such third-party SUBMISSIONS, including, without limitation, the truthfulness, accuracy, quality or completeness of the content thereof, the accuracy of the designated license terms, THE SCOPE OF ANY RIGHTS IN THIRD PARY SUBMISSIONS, the suitability of the SUBMISSION for CUSTOMER'S use or the compatibility of the SUBMISSION with any other SUBMISISON, even if linkages OR DATASET SUGGESTIONS are RECOMMENDED by the Company.**

### **Links to Third-Party Content or Sites.**

The Site may be linked to other third-party content or websites that are not part of the Company sites, including, without limitation, social networking, blogging and similar websites through which Customer or any of it users is able to log into the Site using Customer's existing account and log-in credentials for such third-party sites, including, without limitation, Facebook, Google, Github and Twitter (any and all of which of the foregoing listed websites may change from time to time) and websites that provide question-and-answer forum functionality

(collectively, “**Third-Party Sites**”). Third-Party Sites include third-party content and websites that may be linked to within a Submission. Certain areas of the Site may allow Customer to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow Customer to configure its privacy settings in its Third-Party Site account to permit Customer’s activities on the Site to be shared with Customer’s contacts in its Third-Party Site account and, in certain situations, Customer may be transferred to a Third-Party Site through a link but it may appear that Customer is still on the Site. In any case, Customer acknowledges and agrees that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and Customer further acknowledges and agrees that its use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. The Company is providing links to the Third-Party Sites to Customer as a convenience, and the Company does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed, and/or any other activities conducted on or through such Third-Party Sites. Customer should not provide any personal information, including passwords or other sensitive information to Third-Party Sites which Customer does not know and trust. **CUSTOMER AGREES THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH CUSTOMER’S USE OR RELIANCE ON THE CONTENT, DATASETS OR BUSINESS PRACTICES OF ANY THIRD-PARTY OR CUSTOMER’S SHARING OF PERSONAL OR SENSITIVE INFORMATION WITH SUCH THIRD-PARTY SITES.** Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company’s endorsement or recommendation. The Company shall not be responsible for any disclosure, modification or deletion of Customer’s account and profile information or any other information resulting from any such access by the providers of the Third-party Service or from the transmission of such information to such Third-party Service.

#### **Private Versus Open Submissions.**

**CUSTOMER AGREE THAT NEITHER IT NOR ANY OF ITS USERS WILL MAKE ANY SUBMISSION ON THE SITE OPEN AND AVAILABLE TO THE PUBLIC THAT CONTAINS PERSONAL INFORMATION, PERSONAL DATA, OR OTHER DATA THAT RELATES TO AN IDENTIFIED OR IDENTIFIABLE LIVING PERSON (COLLECTIVELY, “PERSONAL INFORMATION”). CUSTOMER MAY ELECT TO HAVE SUCH INFORMATION WITHIN A SUBMISSION PRIVATE ON THE SITE, PROVIDED ALWAYS THAT CUSTOMER HAS COMPLIED, AND WILL CONTINUE TO COMPLY, WITH APPLICABLE LAW (INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY, PRIVACY, DATA PROTECTION LAWS AND OTHER LAWS APPLICABLE TO REGULATED DATA) AND CONTRACTUAL OBLIGATIONS IN THE COLLECTION, USE, SUBMISSION AND TAKEDOWN OF SUCH PERSONAL INFORMATION.**

To the extent required by applicable laws, Customer has (a) obtained the express consent of the individuals whose data is included in Customer Submissions, including the right to transmit that data as a Submission, and (b) disclosed to those individuals how the data about them is being used, including the processing of their data on the Site.

“**Regulated Data**” means information or data the collection, use, and disclosure/sharing of which is subject to one or more laws effective in the jurisdiction of the person uploading a Submission. Regulated Data includes but is not limited to full payment card data (credit, debit, or other payment card data); national identification numbers (for example, Social Security Numbers); Personal Information about persons under the age of 13; ‘protected health information’ as defined by HIPAA in the US; financial information pertaining to a natural living person; or any other data where publishing such data is prohibited under applicable law.

**CUSTOMER ACKNOWLEDGES THAT IT MUST MAKE AND KEEP ITS SUBMISSIONS CONTAINING REGULATED DATA PRIVATE AND NOT MAKE SUCH SUBMISSIONS AVAILABLE ON THE OPEN SIDE OF THE SITE.**

#### **Unauthorized Activities.**

Customer agrees and covenants that neither its use of the Services nor its Submissions shall constitute or result in any of the “Unauthorized Activities” below. These prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by Customer or any other user of or visitor to the Site or Service.

When using the Site and the Services, Customer agrees not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Condone or encourage violence.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post violent, graphic or sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Upload hoax Datasets which deceive, including though the use of deceptive Dataset titles, descriptions or other metadata.
- Post any materials which violate the trademark, copyright, patent, trade secret or other intellectual property rights, proprietary rights, rights of publicity or privacy, or other similar rights of any third-party.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use the Services for any illegal, fraudulent, unethical or inappropriate purposes, including to boost search engine rankings.
- Use any robot, spider, scraper or other automated means to access the Site.
- Submit, without the express written consent of the owner(s), any Datasets that were created in violation of any restrictions imposed by the owner(s) of such data, including any restrictions prohibiting the use of any robot, spider, scraper or other automated means.
- Post or transmit any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.
- Upload any information or content that contains viruses, worms, time bombs, Trojan horse, or other harmful or malicious code, files, scripts, agents or programs that may damage the operation of the Services or Site or another’s computer or mobile device.
- Take any action that imposes an unreasonable or disproportionately large load on the Company’s infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Download or copy the Datasets for the purposes of creating a duplicate of the Site or Services or in an attempt to create a competing site or to offer services that compete with the Services.

(Each of the above is an “**Unauthorized Activity**”; collectively, “**Unauthorized Activities**.”)

This list of Unauthorized Activities provides examples and is not complete or exclusive. The Company reserves the right to (a) temporarily suspend access to Customer’s account, its ability to post to the Site (or use the Services) and (b) reserved; for any action that the Company determines may damage the operation of the Services or Site or another’s computer or mobile device . The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company’s discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

Unauthorized use of any Materials, Third-Party Content or Submissions contained on the Site may violate certain laws and regulations.

## **Company Rights.**



data.world and its logo are trademarks of the Company in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on the Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, and the APIs and all related documentation are the sole property of the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

#### **Intellectual Property Infringement.**

The Company expects all users of the Site to respect the intellectual property rights of others and take the protections of those rights seriously. Infringing activity on the Site will not be tolerated. In line with this policy, users must ensure that all Submissions do not violate copyright laws. The Company may, in appropriate circumstances and in accordance with the Contract Disputes Act, terminate service and/or access to the Site for users or visitors who infringe the intellectual property rights of others.

See the Company's Copyright and Intellectual Property Rights Infringement Policy for more information.

#### **Disclaimer of Warranties.**

The Company warrants that the Site and Services will, for a period of sixty (60) days from the date of your subscription to the Site, perform substantially in accordance with the written or electronic documentation the Company provides on the Site. Except as expressly set forth in the foregoing Customer's use of the Site, Services, Material and Submissions is at Customer's own risk. The Materials and Submissions have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company has not verified the license terms applicable to any Submissions Submitted by other users or visitors to the Site. The Company does not warrant the accuracy of timeliness of the Materials or Submissions contained on the Site. The Company has no liability for any errors or omissions in the Materials or Submissions, whether provided by the Company, its licensors or suppliers, or other users or visitors, including but not limited to licensing information errors. Customer is solely responsible for determining the licensing applicable to any Submissions that it chooses to access and use, and for ensuring that its use of such Submissions and their contents is compatible with the licenses applicable to other Submissions and Customer's proposed use of such Submissions and contents. Customer understands and agrees that the Company may alter and amend the Site, Services, and/or the APIs as well as the content available via the foregoing, including without limitation by reducing the features or functionality available through the Site or Services, and Customer further agrees that the Company shall have no liability to Customer for so altering the Site, Service, and/or the APIs or the content available.

**THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE SERVICES, THE SUBMISSIONS OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE. THE COMPANY DOES NOT WARRANT THAT ANY SUBMISSION WILL CONTINUE TO BE AVAILABLE TO CUSTOMER. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, APIS, SUBMISSIONS AND MATERIALS ARE PROVIDED TO CUSTOMER ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON CUSTOMER'S EQUIPMENT.**

#### **Limitation of Liability.**

**THE COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM CUSTOMER DISPLAYING, COPYING, SEARCHING, USING, FORKING, QUERYING, COMBINING, UPLOADING OR DOWNLOADING ANY SUBMISSIONS, OR MATERIALS TO OR FROM THE SITE. IN NO EVENT SHALL THE COMPANY BE LIABLE TO**

**CUSTOMER FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.** Without limiting the generality of the foregoing, Customer agree that the Company is not responsible for any loss arising out of, or in any way connected with: (a) reliance on any Submissions or Materials or the use of suggested links, tags or Submissions; (b) the transmission of any computer virus, however occurring; (c) any unauthorized access to, modification or alteration of Submissions or Materials; (d) any information sent or received or not sent or received; (e) any transaction entered into through the Site; (f) any infringement of rights, including intellectual property rights; (g) any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Submissions, Materials or conduct of any party; (h) any Submissions or Materials sent by any third-party using and/or included in the Site and/or Services; (i) termination of Customer's access to the Site or Services; (j) any delays, interruptions, inaccuracies, errors, omissions or cessation of Services; (k) the removal or availability of any Submissions, Materials and any derivatives thereof from the Site.

For the avoidance of doubt, Customer acknowledges that the Company is a provider of an interactive computer service and not a publisher under Section 230 of the Communications Decency Act of 1996, and therefore not responsible for any user's or visitor's content. If, notwithstanding the provisions of this clause, a court of competent jurisdiction holds the Company liable in respect of any matters arising under or incidental to these Terms, **THE COMPANY'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR CUSTOMER'S USE OF THE SITE, SERVICES, SUBMISSIONS, MATERIALS OR DATASETS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) WILL IN NO EVENT EXCEED TWO (2) TIMES THE AMOUNT PAID BY CUSTOMER FOR USING THE WEBSITE DURING THE 12 MONTHS PRECEDING CUSTOMER'S CLAIM. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER. 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.**

#### **Local Laws.**

The Company controls and operates the Site from its headquarters in the United States of America and the Submissions, Materials or Services may not be appropriate or available for use in other locations. If Customer uses the Site outside the United States of America, Customer is responsible for following both US and applicable local laws including in particular laws governing the content of any Submission.

#### **Electronic Communications.**

By using the Site and/or the Services provided on or through the Site, Customer consents to receiving electronic communications from the Company. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of Customer's relationship with the Company. Customer agrees that any notices, agreements, disclosures or other communications that the Company sends Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### **Government Users.**

The Software, Services and accompanying documentation (including without limitation the APIs) are "commercial items", developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the applicable acquisition regulations, including Federal Acquisition Regulation ("FAR") 2.101 and FAR Part 12. If you are using the Services on behalf of the U.S. Government or any agency or department thereof (the "U.S. Government"), the Services and any documentation related thereto (including without limitation the APIs) are licensed hereunder (i) only as commercial items, and (ii) with only those rights as are granted to commercial end users pursuant to the terms and conditions of these Terms. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software

and/or commercial computer software documentation subject to the terms of this Agreement, as specified in FAR 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. This section describing U.S. Government Rights, consistent with FAR 12.212 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Software under this Agreement and in any subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed. If these terms fail to meet the U.S. Government's minimum needs or is inconsistent with Federal procurement law, you agree to notify the Company.

**Entire Agreement.**

If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such Term. These Terms, the Privacy Policy, the Software License Agreement and other documents incorporated herein by reference are the entire agreement between Customer and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between Customer and the Company about the Site, the Submissions, the Materials, the APIs, and the Services. The proprietary rights, disclaimer of warranties, representations made by Customer, indemnities, limitations of liability and general provisions shall survive any termination of these Terms. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by Customer, but may be assigned by the Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## Supplemental Terms

### Lineage Client-Side Module

The Client-Side Module with respect to lineage (the “**Lineage Client-Side Module**”) is provided and licensed to the Company by a third-party licensor (“**Licensor**”).

Customer shall only upload metadata on database structures to the Lineage Client-Side Module. Customer shall be entitled to make copies of the Client-Side Module solely i) for its legitimate use in accordance with this Agreement and these Supplemental Terms, for trouble-shooting and for necessary backup (non-production copies), or ii) to develop functional connection to another independent software and for internal testing and/or training if this is necessary for the proper use of the Lineage Client-Side Module. All of the above is permitted only to the extent obligatorily permissible by the law. Use of the Client-Side Module and the above-mentioned copies of the Client-Side Module shall be subject to the terms and conditions set out in this Agreement and these Supplemental Terms. If Customer wishes to exercise the above entitlements in relation to the Client-Side Module for the purposes and under the conditions set out in this paragraph and in the Section 2(c) of the Agreement and if it is not possible to exercise such entitlements without knowing a relevant part of the source code, Customer shall request such access in writing to data.world, including the specific portion of the source code to which Customer requires such access.

## Exhibit A: Privacy Policy

data.world understands the importance of data practices in helping organizations and people manage data effectively. We provide a cloud-native enterprise data catalog and discovery and collaboration platform (the “Services”). We value our relationships with our community members, enterprise customers, and site visitors and know that data privacy is important. This privacy policy explains how and why we handle information collected through data.world, associated sites, forums, channels and any other app we provide (collectively, our “Site”). This privacy policy is part of our [Terms of Use](#) and our enterprise software agreements.

### A. Terms and Definitions

Please familiarize yourself with key terms used in our descriptions of data.world’s privacy practices contained within this privacy policy:

- “Members” refer to individuals or business entities who register for an account with data.world on the Site through the open side of the data.world platform.
- “Open” and “Private” refer to the distinct portions of the Site which relate to whether a Submission is publicly available or only viewable in private.
- “Regulated Data” means information or data where the collection, use, and disclosure/sharing is subject to one or more laws effective in the jurisdiction of the person uploading a Submission. Regulated Data includes but is not limited to payment card data (credit, debit, or other payment card data); national identification numbers (for example, Social Security Numbers, Government Issued Identifiers); Personal Data, including Personal Data about persons under the age of 13; race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data; criminal convictions or offenses; ‘Protected Health Information (PHI)’ as defined by HIPAA in the US; financial information pertaining to a natural living person; or any other data where publishing such data is prohibited under applicable law.
- A “Submission” means any information, content, or material that is submitted, uploaded, posted or otherwise made available on or through the Site or through the Services available in connection with the Site.
- “Users” refer to those individuals who work for an enterprise customer of data.world and who are registered on data.world to access the Services on behalf of the enterprise customer.
- “Visitors” refer to the individuals who may access the Site which is open to the public free of charge and who may access a limited portion of the Services without registering for an account.
- “We”, “our”, and “us” refer to data.world delivering the Services.
- “You” and “your” refer to the individual to whom any given Personal Data covered by this privacy policy refers.

### B. Introduction and Notice

When you visit data.world, you are agreeing to this privacy policy and if you are a Member or Visitor, our [Terms of Use](#) or, if you are a User, our enterprise software agreement. Except as specifically described, this policy does not apply to data contained within your Submissions.

If you are located anywhere outside of the United States, please be aware that information collected, including any category of personal information (“Personal Data”), will be accessed from, transferred to, processed in, and stored in the United States. The laws in the United States regarding Personal Data may be different from the laws of other countries. By accessing or using data.world, you consent to the transfer, processing, and storage of your information, including Personal Data, in the United States.

IF YOU DO NOT AGREE WITH THE TERMS IN THIS PRIVACY POLICY, DO NOT USE THE SERVICES AND SITES.

### C. Open and Private/Our Use of Your Submissions

We support your ability to work and post datasets in private or on the open side of our Site. A dataset, data project or organization may be designated as either private, which is only accessible by you and other invited Members or Users, or the dataset, data project or organization may be on the open side of the Site, in which case it is available to the public who access the Site and other Visitors, Members and Users.

- **Open.** If you have any Submissions, organizations, or data projects on the open side of our Site, anyone (including us) can view its contents. Any information you post on the open side of our Site may be indexed by search engines or used by anyone, including Visitors to our Site. We do not permit any Submissions that contain Personal Data or any Regulated Data to the open side of our Site.
- **Private.** If you have any Submissions, organizations, or data projects that you post to the private side of our Site, we do not access those Submissions, organizations, or data projects unless: it is required for security, maintenance or support reasons; with the owner’s or administrator’s consent; where we believe it is necessary, in our sole discretion, to protect our rights or interests or the safety or security of persons; or as required by law, such as in response to a validly issued subpoena. In accordance with our [Terms of Use](#), if your Submissions to the private side of our Site contain any Regulated Data, you must enter into a separate contractual agreement with us.

If you are a Member or User, please pay special attention to whether you are uploading a Submission with Personal Data to the OPEN or the PRIVATE side of our Site. We do not monitor your Submissions to determine whether or not they contain any Personal Data. You are responsible for complying with all applicable laws, including privacy regulations with respect to any Personal Data contained in your Submissions.

IF INFORMATION ABOUT YOU IS IN A SUBMISSION AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AS PROVIDED BELOW.

## D. Collection of Personal Data

We collect information about you directly from you and from third-parties, as well as automatically through your use of the data.world Site and Services.

- **Information We Collect Directly from You.** The information we collect from you depends on how you use our Site. When you create an account, we collect your user-name, password, phone number, email address and any additional information you choose to give us. We may also collect your payment information for your subscription plan through our third-party payment processor and information when you contact us. We may also collect information that you provide to register for an event, request a demonstration of the Services, try out our Services or respond to an online form to subscribe or to download, newsletters, blogs, attend events or access other content.
- **Information We Collect from Third-parties.** We also collect information about you from third-parties, such as organizations you are associated with or with whom you collaborate on our Site. For example, we collect information about you from third-parties in connection with you joining their organization on our Site or collaborating with them, such as your name, email addresses, titles, roles and other information these third-parties provide us. We may also collect information on how you are using the Site in the context of such organization or third-parties and provide that information to the organization you are associated with or with which you are collaborating as described under the Disclosure of Information section below.
- **Information We Collect Automatically.** We automatically collect the following information about your use of our Site through cookies, web beacons, and other technologies: your domain name; your browser type and operating system; web pages you view; links you click; your IP address; the length of time you visit or use our Site; and the referring URL, or the web page that led you to our Site. We may combine this information with other information that we have collected about you, including, where applicable, your user name, name, and other Personal Data. Please see the section “Cookies and Similar Technologies” below for more information.
- **Information We Collect from Social Networks.** Our Site includes social media features, such as the ability for you to use the “*share this*” button. These features may collect your IP address, which pages you are visiting on our Site and set a cookie to enable the features to function properly. They are either hosted by a third-party or hosted directly on our Site. This privacy policy does not apply to these features. Your interactions with these features are governed by the privacy policy and other policies of the companies providing them.
- **Information you Provide Us from Social Networks.** You may also log into our Site through your social networking accounts, including Facebook, Google, Twitter, or GitHub, among others.
  - **Facebook.** If you log into our Site using Facebook, you must log into Facebook using your Facebook email address and password. By logging into our Site using your Facebook credentials, you are granting us permission to: (i) access and collect your Facebook basic profile information (this includes your name, profile picture, user ID and email address); (ii) send you email; and (iii) access your Facebook data at any time even if you are not using Facebook. If you allow us to have access to this information, then we will have access to this information even if you have chosen not to make that information public.
  - **Twitter.** If you log into our Site using Twitter, you must log into Twitter using your Twitter email or user name and password. By logging into our Site through Twitter using your Twitter credentials, you are granting us access to read public Tweets from your timeline, see whom you follow, and see the email address associated with your Twitter account.
  - **Google.** If you log into our Site using Google, you log into your Google account using your Google email address and password. By logging into our Site through your Google account and Google credentials, you are granting us access to your name, email address and profile picture.
  - **GitHub.** If you log into our Site using GitHub, you must log into your GitHub account using your GitHub user name and password. By logging into our Site through your GitHub account and GitHub credentials, you are granting us access to your user name, email address and profile picture.

We store the information that we receive from social networks with other information that we collect from you or receive about you. We do not collect or access your third-party social network passwords nor post content on your behalf. Any third-party social networking site controls the information it collects from you. For information about how they may use and disclose your information, including any information you make public, please consult their respective privacy policies. We have no control over how any third-party site uses or discloses the Personal Data it collects, discloses, or retains about you.

**Children’s Privacy.** Our Site is intended for use by general audiences and is not directed to or intended for use by children. We do not knowingly collect any Personal Data from children younger than the age of 13. If you believe that we have unintentionally received Personal Data about a minor under the age of 13 years old, please contact us at the numbers below. If we become aware of any collection of Personal Data from children, we will take steps to delete the information as soon as possible.

## E. Purpose and Use of Personal Data

We use the information collected to fulfill the Services you have requested and to provide a more personalized user experience. The type of information collected, used, or processed may depend on the type of Service you have selected. Failure to provide Personal Data may cause some Services to become unavailable. We use and process your Personal Data for a variety of purposes, including:

- **Customer service.** We use your information for customer service purposes, including to provide services to you; to provide you with Member, User and technical support, or other similar purposes; and to establish and update your Member or User account.
- **Marketing.** We use your information to contact you for our marketing purposes, including to provide you with special offers, promotions, news, and newsletters; to contact you about products we think may interest you; and for other marketing, advertising, and promotional

purposes. We also may use the information that we learn about you and your use of the Site to assist us in advertising our services on third-party websites.

- **Business.** We aggregate information regarding Site usage and use this information for business development purposes and to promote the services in presentations, blogs and papers we publish.
- **Administration.** We use your information for administrative purposes, including to help us better understand how our Users, Members and Visitors use and access data.world; to provide summarized reports to prospective partners, service providers, regulators, and others; to implement and maintain security, anti-piracy, fraud prevention, and other services designed to protect you and us; to enforce this privacy policy, our [Terms of Use](#), our enterprise software agreements, and other policies.
- **Research and development.** We use your information for research and development purposes, including to improve our Site, Services, and enhance the User, Member and Visitor experience; to understand our User, Member and Visitor demographics; and for other research and analytical purposes.
- **Hiring Practices.** If you are applying to work with us, we will use the information you provide to process your job application and to monitor our recruitment statistics. If you are located outside the United States, we may request additional privacy terms to process the application, and if hired we will provide the privacy terms as part of such employment. We may use third parties to verify information contained in your application. We retain information regarding applicants for 2 years. If you do not want this information retained or if you no longer wish to be considered for a job, you can contact us.
- **Protection of us and others.** We use your information where we believe it is necessary to protect us and others. We may use your information to detect, investigate, and prevent activity we think may be potentially illegal, unlawful, or harmful and to enforce our privacy policy, [Terms of Use](#), or Enterprise Software Agreement.
- **Termination of Service.** We may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site for Users, Members or Visitors who infringe the intellectual property rights of others.

#### F. Information Retention & Accuracy

We rely on the accuracy of the information provided directly to us and encourage you to ensure that the information you provide is accurate, complete and reliable based upon its intended use.

We will retain your information for a period of time consistent with us providing the Services as described in this privacy policy. We retain your information for as long as needed to continue the ongoing business relationship to provide the Services to you. We also retain information as long as necessary to comply with legal obligations; resolve disputes; or to enforce our agreements. We maintain procedures designed for the secure disposal or destruction of Personal Data. You may contact us at any time at [privacy@data.world](mailto:privacy@data.world) to delete your account and data.

#### G. Disclosures of Personal Data & Accountability for Onward Transfer

To provide and market our Services, data.world may disclose your information with our company affiliates, service providers or sub-processors. Company affiliates may act for us for any of the purposes contained in this privacy policy, including our current and future parent company, subsidiaries, and other companies under common control and ownership with data.world.

We only share or disclose information with third-party service providers to the extent necessary to provide the requested Services. For example, these providers may be assisting us in such functions as:

- Data storage and hosting of the Site
- Marketing and analytics
- Support
- Event hosting
- Billing and payments.

When you submit your payment information, you are authorizing Stripe and Braintree, our third-party payment processors, to collect, retain, process, and disclose the financial information you provide as part of that subscription process as well as the information Stripe and Braintree collect from you using cookies or other similar means. Stripe agrees to use that information in accordance with its privacy policy located at <https://stripe.com/us/privacy>, and Braintree in accordance with its privacy policy located at <https://www.braintreepayments.com/legal/braintree-privacy-policy>.

These companies are prohibited from retaining, sharing, storing or using the Personal Data for any secondary purposes. By contract, we require our sub-processors who have access to Regulated Data of our users to maintain appropriate security and privacy measures with respect to such Regulated Data in accordance with applicable laws and regulations,

We may also share your information in the following ways:

- **Site Members and Visitors.** Depending on how you established your profile settings, your user name, name, and profile information may be available to Users, Visitors and Members. We may share your information with other Users and Members, who may use that information to contact you, regarding your Submissions or other information you have posted on our Site.



- **Business transfers.** We may share your information with another entity if we or any of our current or future corporate affiliates are acquired by or merged with another legal entity, if substantially all of our assets are sold or transferred to another legal entity, as part of a bankruptcy proceeding, or as part of a similar transfer of assets.
- **Program and Content Partners.** We often work with third parties to develop white papers or other content and to host and sponsor events, like webinars and conferences. If you access this content or register to sign up for an event, we will share the information you provide to access the content or event with these third-party partners and sponsors. The registration process for events requires providing consent to this privacy policy and terms of use. These third parties may use your information to contact you, including for their own marketing purposes. You can opt out from being contacted by these third parties during the registration process.
- **Aggregate and De-Identified Information.** We may share aggregate or de-identified information about Users and Members with third-parties for marketing, advertising, research, training or similar purposes.
- **Integrations.** We offer Users and Members the ability to use, at the User's or Member's discretion, certain third-party services to analyze or process Submissions on the Site ("Integrations"). When you use an Integration, we may share your information with the provider of the Integration you use. We are not responsible for how the provider of the Integration may collect, use, disclose, and share your information.
- **Reports.** We may share your information with the owner or administrator of any organization you belong to on our Site or with the owner of any dataset to which you were invited to join as a contributor. This information includes your user name, when and what activities you are conducting on our Site related to that organization or that dataset and how you are interacting with that organization or that dataset. Those owners or administrators determine their own policies regarding storage, access, modification, deletion, sharing and retention of your information which may apply to your use of our Site, and we do not control how they choose to share or disclose your information. We recommend that you periodically check with those owners or administrators about their policies and settings.
- **Customer service.** We may share your information with the owner or administrator of any organization you belong to on our Site or with the owner of any dataset to which you were invited to join as a contributor for customer service purposes, including to resolve service issues; to provide you with technical support, or other similar purposes; and to establish and update your subscription account.
- **In response to legal process.** We may use or disclose your information to comply with applicable legal or regulatory obligations, including to respond to a subpoena or court order; to cooperate with law enforcement or other governmental investigations; and as part of legal proceedings. U.S. governmental agencies, courts, or law enforcement may be able to request access or obtain your Personal Data (for example, in response to a court order) or Personal Data contained in your Submissions to the private side of our Site.
- **To protect us and others.** We may share your information where we believe it is necessary to:
  - prevent or investigate a possible crime, such as fraud or identity theft
  - to enforce a contract
  - to protect copyrights, trademarks, or intellectual property
  - to protect our and the legal rights of others, our Site, or safety of you, data.world, our corporate relatives, and our employees, customers, partners, agents, other Members and visitors, or the public in general
  - to enforce our [Terms of Use](#) or our enterprise software agreements, as applicable, and this privacy policy
  - to monitor and remediate security issues

## H. Cookies and Similar Technologies

Most websites, including our Site, use a feature of web browsers to place a small text file called a "cookie" on your device. When you use our Site, we and our service providers use these cookies and other mechanisms to track information about your use and access of our Site and store it in log files. We or our service providers may combine this automatically collected log information with other information we collect about you, including Personal Data in order to improve the Services we offer you, and to improve marketing, analytics, Site functionality and overall experience using our data catalog platform.

- **Cookies.** We or our service providers may use cookies to analyze trends, administer the Site, or track User, Member and Visitor activity on our Site such as the web pages you view and time you spend on our Site. We or our service providers may use these cookies to recognize you when you revisit the site. Visitors to our Site who disable cookies may not be able to browse certain areas of our Site. Cookies are used for the following purposes:
  - To enable navigation;
  - Simplify registration to events, log-in, or access the Site;
  - To help us analyze your use of the Services and identify improvements; and
  - Assist with our promotional efforts to market our Services.
- **Types of Cookies:** Our web site uses different categories of cookies. These categories include strictly necessary cookies, performance cookies, functional cookies and targeting cookies. You can opt-out of each cookie category (except strictly necessary cookies) by clicking on the "cookie settings" in our cookie consent banner. Strictly necessary cookies are required to enable the Site to function. and your browser settings may block or alert you to their use, however parts of the Site will not function. These cookies do not store any Personal Data



The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Note that if you get a new computer, install a new browser, erase or otherwise alter your browser's cookie file (including upgrading your browser) you may also clear out any opt-out cookie preferences.

- **Clear GIFs, Pixel Tags and Other Technologies.** Clear GIFs are tiny graphics with a unique identifier, similar in functionality to cookies, which are embedded invisibly on web pages. We or our service providers may use clear GIFs (also known as web beacons, web bugs, pixel tags, or action tags, among other names), in connection with our Site to perform functions like tracking the activities of Users, Members and Visitors to our Site, helping us manage content, and compiling statistics about usage of and visits to our Site. We or our service providers may also use clear GIFs in emails to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.
- **Embedded Scripts.** We use embedded scripts, which is code designed to collect information about how Users, Members and Visitors interact with a website, such as the website which linked them to our Site.
- **Third-Party Analytics.** We use service providers, such as Google Analytics and MixPanel, among others, to evaluate the access and use of our Site. We may also use other tools and analytic means to evaluate our Site. We use these tools to help us improve our services, performance and User, Member and Visitor experiences. These entities may use cookies and other tracking technologies to perform their services. To review how Google Analytics collects and processes data, see <https://www.google.com/intl/en/policies/privacy/>. To review MixPanel's privacy policy, including how to opt-out of MixPanel for our Site, see <https://mixpanel.com/privacy/>.
- **Do Not Track Signals.** Your browser or device may include a "Do Not Track" settings. Our Site may not monitor or respond to these Do Not Track signals, but we do not track your activities once you leave one of our Sites. You may disable certain tracking as discussed in this section (e.g., by disabling or opting-out of cookies).
- **Third-Party Ad Networks.** We use third-parties such as network advertisers to serve advertisements on our Site and on third-party websites or other media (e.g., social networking platforms). This enables us and these third-parties to target advertisements to you for products and services in which you might be interested. Third-party ad network providers, advertisers, sponsors and/or traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These third-party cookies and other technologies are governed by each third-party's specific privacy policy, not this one. We may provide these third-party advertisers with information, including Personal Data, about you.

Users, Visitors, and Members in the United States may opt out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance ("DAA") [Consumer Choice Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [DAA companies](#). You may also go to the Network Advertising Initiative ("NAI") [Consumer Opt-Out Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [NAI members](#).

Opting out from one or more companies listed on the DAA [Consumer Choice Page](#) or the NAI [Consumer Opt-Out Page](#) will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising through our Site or on other websites. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at [www.aboutads.info](http://www.aboutads.info) or the NAI's website at [www.networkadvertising.org](http://www.networkadvertising.org).

Users, Visitors, and Members in the EU or UK may opt out of many third-party ad networks by accessing the [Your Online Choices](#) guide to online behavioral advertising website and indicating your country.

## I. Third-Party Links or Third-Party Offering

Our Site may contain links to non-data.world websites and applications. Any access to and use of such non-data.world websites and applications are not governed by this privacy policy.

As outlined in our Terms of Use or enterprise software agreements, if you install or enable any Third-party Offering for use with the Services, these providers may have access to your Submissions and credentials as required for the interoperation and support of such Third-party Offering with the Services. We are not responsible for any disclosure, modification or deletion of your data resulting from any such access by providers of Third-party Offerings.

We provide integrations to our Services with certain applications and tools listed on the integration page of our Site in order to facilitate your use of the applications and tools you are accustomed to when working with data. Several of these integrations are built by third parties and tool vendors. The use of those integrations, and any applications and tools are subject to your agreeing to the terms and conditions of the providers of those integrations, applications and/or tools, including the privacy policies of such providers. We are not responsible for any disclosure, unauthorized use or unauthorized access to any information you share or provide access to in connection with your use of such integrations, applications or tools or any modification, alteration or deletion of your data resulting from you use of such integrations, applications or tools.

## J. Protection of Personal Data

We have taken steps to help protect the information we collect about you and the data on which you use our Services on the private side of our Site. We maintain administrative, technical, and organizational security measures designed to safeguard information.

- We take steps to protect information from accidental loss, misuse, or unauthorized or unlawful access, disclosure, alteration, and damage or destruction.
- We maintain procedures designed to protect and safeguard Personal Data.

- We enter into confidentiality provisions to protect your information when we interact with third parties to deliver our Services.

A summary of these measures is contained in our [Security Overview](#). However, no data protection measures can guarantee security. Please note that we cannot guarantee the security of any information we have collected about you, the Submissions or data on which you use our Services, and your access and/or use of data.world indicates that you understand and accept this risk.

When you establish an account with us, your access to that account is your responsibility. You should take steps to protect your account by, among other things, choosing a strong password that nobody else knows or can easily guess and keeping your log-in and password information private. You should take steps to minimize the risk of others using the Site while your device is logged into your account. If your email or social media account is compromised, you should change your account log on information to your account. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

## K. Your Choices to Manage Your Personal Data

You have certain rights and choices regarding the information we collect about you. For example, you may:

- ***Request to access, correct, modify, or delete the Personal Data you submitted to us.*** If you have created an account on our Site, you may modify the Personal Data you submitted to us through your Account Settings page on our Site.
- ***Request to access, correct or modify content you have posted.*** If you have created an account on our Site, you may directly modify content that you have posted to our Site. You can directly modify access to your content for those Users and Members that you invited to collaborate with you.
- ***Opt out of promotional email communications.*** You may opt out of promotional emails by clicking on the unsubscribe link in the email, or if you have an account with us, by submitting your request through the Help portal on your Account Settings page on our Site.
- ***Deactivate your account.*** If you have an account with us, you may deactivate your account by submitting your request through the Help portal on your Account Settings page on our Site.

When you deactivate your account, we delete your account and any datasets or projects you have created. Unless you request that we delete them through our Help portal, your published queries and the comments and contributions you have made, including to other Members' or Users' Submissions, may remain on our Site. If you have created an organization on our Site with Users or Members, that organization will remain on our Site after you have deactivated your account until that organization's account is terminated. If there are no Users or Members in your organization, we will delete that organization.

- ***Additional rights regarding EU.*** If you are based in the EU, and have given permission, we may contact you by email about products, services, promotions, or special offers that may be of interest to you. If you wish to no longer receive these communications, you can opt out at any time by clicking the unsubscribe link or contacting us. You also may have the right to restrict, be forgotten, object to processing of, or request data portability about the personal data collected about you, subject to certain conditions and exceptions.

## L. Notices specific to certain jurisdictions

- **California Rights for Visitors and Site Members.** If you are a Visitor or Member and you are a California Resident, California law provides individuals certain rights related to the collection, use, and disclosure of your Personal Information. You have the right to request that we disclose to you the categories of Personal Information and specific pieces of information that we have collected about you. You have the right to request the categories of sources from which we collected the Personal Information. You have the right to understand our business or commercial purpose for collecting or disclosing California Personal Information. You have the right to request that we delete California Personal Information about you which we have collected from you. You have the right to request certain information regarding the categories of third parties with whom we disclosed your Personal Information.
- **Verifying Your Request.** We may be required to take steps to verify your identity before acting upon your request to exercise these rights. If we are unable to confirm your identity, we may limit our response to your request. We will not discriminate against you by either denying services or providing a different level or quality of services for exercising any of these rights. Please note that we may still use aggregated and de-identified Personal Information that does not identify you or any individual.
- **Direct Marketing Purposes.** Visitors and Members of our Site who are California residents can request information about the types of Personal Data (if any) shared by us to third-parties (if any) for "Direct Marketing Purposes" within the preceding calendar year, as well as the names and addresses of those third-parties. "Direct Marketing Purposes" means the use of certain types of Personal Data to solicit or induce a purchase, rental, lease, or exchange of products, goods, property, or services directly to you. Please note that we may take thirty (30) days to respond to your request.
- You may mail your request to the address at the end of the Policy or email your request to [privacy@data.world](mailto:privacy@data.world). Please (i) put "California Privacy Information Request" in the subject line and in the body of your message and (ii) state that you are a California resident and provide your California address. If you are a User of an enterprise customer of data.world located in the EEA, the UK, or Switzerland, we agree to the applicable data processing and international data transfer obligations within our enterprise software agreements (e.g, Software Subscription and Services Agreements, Standard Contractual Clauses (SCCs), Data Processing Agreements, International Data Transfer Agreements, etc.)
- If you are a Visitor or Member and a resident of the EEA, the UK, or Switzerland, the following information applies. We process Personal Data in various ways as noted above based upon your use of the Site and Services. We process Personal Data on the following legal bases:
  - With your consent;
  - As needed to to provide the Services you have requested;

- As needed for the performance of our agreement with you or to take steps at your request before entering into a contract;
- As necessary for compliance to legal obligations; and
- As necessary for our legitimate interests in providing the Sites where those interests do not override your fundamental rights and freedoms related to data privacy. You can object to processing on the basis of legitimate interests at any time, and we will stop processing the Personal Data unless we can demonstrate legitimate grounds that override your rights and interests, or if required to address legal claims or disputes.

#### **M. Changes to this Privacy Policy**

This privacy policy will be updated from time to time. Non-material Changes to this privacy policy will go into effect when posted and will only apply to information collected on and after the “Last Updated” date of the revised privacy policy. If revisions to this privacy policy materially affect how we use Personal Data that we collected from you prior to the date of the revised privacy policy, we will notify you through the Site or by other means. We will post any updated privacy policy to our Site. Your continued use of the Site after any such updates to this privacy policy constitutes acceptance of the non-materially updated privacy policy. Any material updates to this agreement shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating these terms.

#### **N. Contact Us**

**If you have questions or concerns regarding this privacy policy, please contact us at:**

By email: [privacy@data.world](mailto:privacy@data.world)

By mail:  
data.world, Inc.  
7000 N. Mopac Expressway, Suite 425  
Austin, TX 78731

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