micro1 Inc.

Data License Master Terms

Last updated: November 12, 2026

These Data License Master Terms (the "Master Terms") govern the licensing of data to micro1 Inc. ("Licensee" or "micro1") by the party identified as Licensor in an executed order form that references them ("Licensor").

These Master Terms shall be binding only upon an execution of an order form by the parties that references them (an "Order Form"). Each Order Form, together with these Master Terms, is a separate agreement (the "Agreement") effective on the Order Form Effective Date (the "Effective Date").

The version posted at https://www.micro1.ai/legal/data-license-master-terms on an Order Form's Effective Date governs that Order Form for its entire duration. A later version applies only if both parties sign a written amendment adopting such version. Versions are archived at https://www.micro1.ai/legal/data-license-master-terms/archive.

If an Order Form conflicts with these Master Terms, the Order Form controls and controls with respect to that order only. Terms used in an Order Form and not defined there have the meanings given here. "Including" means "including without limitation."

1. DATA

1.1 Data Collection and Delivery. Licensor shall collect and deliver to Licensee the data described in the Data Manifest identified in or attached to the Order Form (the "Data"), in accordance with the terms and conditions of this Agreement and delivery deadline stated in the Order Form. Delivery shall be made through a mutually agreed upon delivery method with the costs of export and delivery borne by Licensor. "Data Manifest" means Licensor's written description of the Data approved by Licensee, including sources, types, volumes and specifications.

1.2 License Grant; Non-Exclusive. Subject to Licensee's payment obligations Licensor grants Licensee and its affiliates a worldwide, royalty-free, fully paid-up, nonexclusive, irrevocable, perpetual license, with the right to sublicense through multiple tiers, to reproduce, distribute, prepare derivative works of, use, display and exploit the Data, and to grant its customers (and their affiliates and service providers) the same rights in the Data and derivatives of it. Licensee's rights include the right to manipulate, modify, alter, distort, edit, crop, transform and create synthetic or derivative versions of the Data, and to use the Data to develop, train, fine-tune, evaluate and test artificial intelligence ("AI") and machine learning models, and to use, deploy and commercially exploit any such models and their outputs without restriction. The license attaches to a portion of the Data only once Licensee has accepted it (or is deemed to have accepted it under Section 1.3) and has paid the fees for it under the Order Form. No

license attaches to Data that Licensee has rejected under Section 1.3 or has not paid for.

1.3 Licensee Review and Approval Rights. All Data is subject to Licensee's review and approval, including as to quality, accuracy and usability. Licensee will exercise this right reasonably and in good faith. Licensee has thirty (30) Business Days after completion of delivery of the Data in accordance with the Data Manifest (the "Review Period") to reject it, in whole or in part, by written notice identifying the affected Data and describing the deficiency in reasonable detail; if Licensee does not give timely notice, the Data is deemed accepted at the end of the Review Period. If Licensor notifies Licensee in writing that it cannot deliver any remaining Data, the Review Period will run from the date of that notice. Licensee may accept Data before the end of the Review Period only by a written notice that expressly states that the Data is accepted and is signed or sent by Licensee's General Counsel or Chief Financial Officer. No other communication or conduct by Licensee or its personnel, including any confirmation of receipt, verification, review or testing of the Data, constitutes acceptance. If Licensee validly rejects a portion of the Data and, as a result, the remaining Data is no longer reasonably usable for AI training, fine-tuning, evaluation or testing, or its value to Licensee is materially diminished (for example, due to reduced volume, coverage, completeness or diversity), Licensee may reject all of the Data. If Licensee rejects all of the Data, Licensee may terminate this Agreement immediately on written notice, without any cure period, in which case no amounts are payable to Licensor, no license attaches to any Data, and Section 4.4 applies. If Licensee rejects Data, in whole or in part, and does not terminate the Agreement, Licensor will use commercially reasonable efforts to correct the deficiency and promptly re-submit it. Licensee will have no obligation to pay for any portion of the Data validly rejected in accordance with this Section 1.3. Acceptance of any Data will not waive Licensee's rights or remedies for any breach of the representations or warranties set forth in this Agreement. Notwithstanding the foregoing, Licensee must assert any claim relating solely to a latent defect in technical quality or a material non-conformity with the applicable Data Manifest within sixty (60) days after acceptance of the affected Data. For any timely and valid claim, Licensor's sole obligation, at its option, will be to correct or replace the affected Data or refund the proportionate amount paid for such Data. The foregoing sixty (60)-day claim period and limitation of remedies will not apply to claims involving intellectual property ownership or infringement, privacy, required consents, data provenance, fraud, gross negligence, willful misconduct, or any other matter expressly subject to indemnification under Section 8. For clarity, the license rights granted under Section 1.2 will not extend to any Data validly rejected by Licensee. For the purpose of this Agreement, "Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in San Francisco, California are authorized or required by law to close.

1.4 Data Use Restrictions. Notwithstanding the license granted in Section 1.2, Licensee shall not, and shall not permit any affiliate, service provider, or customer to: (a) sublicense the Data to any customer for any AI training, fine-tuning, or model development purposes without first implementing reasonable technical and organizational measures to redact, anonymize, or pseudonymize any personally identifiable information ("PII") contained in the Data; (b) use the Data to build, train, or improve any product or service that directly competes with Licensor's business, as it exists as of the Effective Date or as reasonably demonstrated to Licensee in writing; (c) knowingly attempt to identify or re-identify

any natural person or specific customer represented within anonymized or de-identified Data; (d) use the Data to reverse-engineer Licensor's business processes, pricing methodologies, customer relationships, or proprietary workflows; or (e) resell or otherwise commercially distribute the same Data, whether to its customers or any other third party, as received from Licensor and as a standalone data product; provided that the foregoing does not restrict Licensee or its affiliates from providing the Data to service providers acting on Licensee's behalf.

2. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

2.1 Licensor's Rights. Subject to the rights granted to Licensee under this Agreement Licensor retains all right, title and interest (including all intellectual property rights) in and to the Data.

2.2 Licensee's Rights. As between Licensor and Licensee, Licensee owns all right, title and interest (including all intellectual property rights) in and to (a) Licensee's and its affiliates' products and services, and (b) all derivatives, modifications, and improvements of the Data and all other works, data, datasets, models (including weights and parameters), outputs, synthetic data, analyses, insights and other materials created by or for Licensee or its affiliates, in whole or in part, using or based on the Data (collectively, "Licensee Materials"). Licensee acquires no ownership of the Data itself, which is licensed and not sold.

2.3 Confidentiality. Each party (the "Receiving Party") acknowledges and agrees that all non-public information disclosed by the other party (the "Disclosing Party") in connection with this Agreement, including the existence and terms of the Order Form, is strictly confidential ("Confidential Information"). The Receiving Party shall not disclose any Confidential Information to any third party without the Disclosing Party's prior written consent, except as otherwise permitted under this Agreement, and shall use such information solely for the purpose of performing its obligations or exercising its rights under this Agreement. Each party shall protect the other's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to disclosure without restriction; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by applicable law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt prior written notice and cooperates to limit the scope of such disclosure. Neither party shall use the other party's name, trademarks, service marks, or logos in any public statement, marketing materials, customer list, website reference, or other publicity without the other party's prior written consent. These obligations shall survive termination of this Agreement for a period of three (3) years, except that obligations with respect to trade secrets shall survive indefinitely. For the avoidance of any doubt, Licensee shall not disclose Licensor's identity or the source of the Data without Licensor's prior written consent.

2.4 Data Security. Licensee shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the Data against unauthorized access, acquisition, use,

disclosure or alteration, including encryption of Data in transit and at rest, access controls reasonably designed to limit access to personnel with a need to know, and written information security policies appropriate for confidential commercial information.

2.5 Security Incident. Licensee shall notify Licensor promptly, and in no event later than two (2) Business Days after becoming aware of any material unauthorized access to or disclosure of the Data ("Security Incident"). Licensee shall, at its sole cost and expense, reasonably cooperate with Licensor in investigating, mitigating and remediating such Security Incident, including by providing information reasonably requested by Licensor regarding the nature, scope and remediation of the Security Incident.

2.6 Flow-Down Obligations. Before providing any Data to any affiliate or customer permitted under Section 1.2, Licensee shall ensure that such party is bound to confidentiality, security, and permitted-use obligations that are substantially equivalent to the corresponding obligations imposed on Licensee under this Agreement.

2.7 CCPA. To the extent Licensor sells or shares personal information of California residents to Licensee under the California Consumer Privacy Act and its regulations (the "CCPA"): (a) Licensor makes such personal information available solely for the limited and specified purpose of training, fine-tuning, testing and improving AI and machine learning models (including creating derivative and de-identified versions of the Data for that purpose), and Licensee shall use it only for that purpose; (b) Licensee shall comply with the CCPA and provide the same level of privacy protection as the CCPA requires of businesses, including reasonable security under Cal. Civ. Code § 1798.81.5 and honoring opt-out and deletion requests forwarded by Licensor to the extent the CCPA requires (without any obligation to retrain existing models); (c) Licensor may, on reasonable notice, require Licensee to attest in writing to its compliance with this Section 2.7 and to stop and confirm remediation of any unauthorized use; (d) Licensee shall notify Licensor promptly if it determines it can no longer meet its CCPA obligations; and (e) Licensee shall flow down substantially equivalent terms under Section 2.6.

3. CONSIDERATION

The sole consideration due from Licensee to Licensor under this Agreement is the License Price stated in the Order Form, payable on the payment terms stated in the Order Form. Licensor may invoice Licensee only after Licensee has given written notice of acceptance under Section 1.3, or such Data has been deemed accepted under Section 1.3. Licensee will pay all undisputed amounts within the period stated in the Order Form after receipt of a conforming invoice. Each party bears its own taxes as required by applicable law, and amounts stated in an Order Form are exclusive of any applicable sales, use, or value-added tax, which Licensor will state separately on its invoice where required.

4. TERM AND TERMINATION

4.1 Term; Termination. This Agreement takes effect on the Effective Date and continues until terminated. Either party may terminate for any reason on at least thirty (30) days' prior written notice. Either party may also terminate immediately on written notice if the other materially breaches this Agreement and fails to cure within ten (10) days after written notice. Termination does not relieve Licensee of its obligation to pay for the Data already accepted or deemed accepted, except where this Agreement is terminated under Section 4.3 or the Order Form is voided under its terms.

4.2 Survival. Sections 1, 2.3, 2.7, 3, 4.2, 4.3, 4.4 and 5 through 9 of these Master Terms, and the exclusivity and audit provisions of the Order Form, survive termination or expiration of this Agreement for the periods stated in them.

4.3 Data Manifest Accuracy. Notwithstanding Section 4.1, if Licensee determines in good faith that the Data Manifest was inaccurate or misleading in any material respect when provided, or that Licensor has made any other material misrepresentation in connection with this Agreement, Licensee may terminate this Agreement immediately on written notice and with no cure period. In that case no amounts are payable to Licensor, Licensor will refund any amounts already paid, and no license attaches to any Data. This right survives Licensee's acceptance or deemed acceptance of the Data and is in addition to Licensee's other rights and remedies.

4.4 Data Deletion. Licensee will delete the Data at the earlier of (i) one hundred twenty (120) days after completion of the Data delivery or (ii) the effective date of termination, and will confirm the deletion in writing at Licensor's request. If the Order Form is voided under its terms, Licensee will promptly delete any Data delivered under that Order Form. Licensee's deletion obligations under this Section do not require Licensee to delete or retrain any Licensee Materials created using or based on Data that Licensee accepted and paid for, and do not extend to Data retained in routine backups or as required by applicable law.

5. WARRANTIES OF LICENSOR

Licensor represents and warrants as follows:

5.1 Due Authority. Licensor has the power and authority to enter into and perform this Agreement and to grant the licenses and rights granted to Licensee. Licensor's performance will not conflict with any other obligation of Licensor. Licensor has not previously entered into any transaction granting a third party rights to license, access, use or otherwise exploit the same Data on the same or substantially similar terms.

5.2 All Necessary Rights. Licensor has obtained and maintains all rights, consents, authorizations and licenses to provide the Data to Licensee and to grant the rights contemplated under this Agreement. Licensee's exercise of its rights under this Agreement will not require Licensee to obtain rights from, pay money to, or give attribution or other permission to any third party. Without limiting the foregoing, before entering into this Agreement, Licensor has conducted a reasonable review of its privacy

policies, notices and agreements with data subjects and data sources applicable to the Data and confirmed that it has the rights and consents described in this Section 5.2 and Section 5.3.

5.3 Data Subject Consents. Licensor has obtained all consents, opt-ins or other valid legal bases required under applicable data protection and privacy laws for (a) the collection of any PII in the Data, (b) the disclosure, transfer, sale or sharing of that PII to Licensee, and (c) the use of that PII by Licensee, its affiliates and its customers for the purposes of this Agreement, including training, fine-tuning and testing AI and machine learning models.

5.4 Depicted Individual Rights and Releases. To the extent applicable, with respect to each individual whose likeness, image, voice, persona, or other personal attributes appear in or are identifiable from the Data (each, a "Depicted Individual"):

5.4.1 Releases Obtained. Licensor has obtained all consents, releases, waivers and other authorizations required under applicable law (including as to rights of publicity, privacy and moral rights) for Licensee, its affiliates and its customers to use, reproduce, modify and otherwise exploit each Depicted Individual's likeness, image, voice, persona and personal attributes for the purposes of this Agreement, including training, fine-tuning and testing AI and machine learning models.

5.4.2 Documentation. Licensor will make records evidencing those consents, releases and authorizations available at Licensee's reasonable request, and will retain them for at least seven (7) years after this Agreement ends.

5.5 Non-Infringement. To Licensor's knowledge, neither the Data nor Licensee's exercise of the licenses granted under this Agreement will infringe any intellectual property right or right of privacy of any third party. The Data is not subject to any mortgage, lien, pledge, security interest or other encumbrance.

5.6 No Third Party Terms Obligations. The Data was not created, collected or processed in violation of any terms to which Licensor is a party or by which Licensor is otherwise bound. To Licensor's knowledge, Licensee's exploitation of the Data in accordance with this Agreement will not subject Licensee to, or cause Licensee to violate, any third party terms.

5.7 No PHI; No Prohibited Data; No Harmful Material. Except as may be otherwise agreed in an Order Form, Licensor represents and warrants that the Data will not contain: (a) protected health information as defined under the Health Insurance Portability and Accountability Act (HIPAA), or biometric identifiers or biometric information (such as fingerprints, voiceprints, retina or iris scans, or scans of facial geometry) as defined under applicable law; (b) material that is libelous, defamatory or otherwise unlawful; (c) obscene, indecent or pornographic material; (d) viruses, malware or other harmful or destructive code; (e) payment card data or financial account data, including bank account, debit card or credit card numbers or associated security or access codes; (f) personal information of, or data knowingly collected from, children under the age of eighteen (18), or any higher age required by applicable law, including data subject to the Children's Online Privacy Protection Act (COPPA); or (g) information that is export-controlled, classified or otherwise subject to government security or

dissemination restrictions, including under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). If either party identifies any such material in the Data, it will promptly notify the other party in writing. Licensor will promptly make best efforts to remove, replace or otherwise remediate the affected Data at no cost to Licensee and keep Licensee reasonably informed of the status of such remediation. This sentence does not limit Licensor's obligations under Section 8.1.

5.8 Compliance with Laws. Licensor's performance under this Agreement, including its collection, processing, storage, use and transmission of the Data, complies and will continue to comply in all material respects with all applicable foreign and domestic federal, state and local laws and regulations, including those relating to data privacy and data security.

5.9 No Remote Access or Disablement. Licensor has not built into the Data or any related access process any device or mechanism that would allow Licensor or any third party to remotely access or disable Licensee's use of or access to the Data.

5.10 No Litigation. To Licensor's knowledge, there is no pending or threatened claim, suit, action or charge relating to the Data, including any allegation that the Data infringes, violates or misappropriates the intellectual property or privacy rights of any third party. Licensor will notify Licensee promptly if it becomes aware of any such claim, or of any other claim that could affect either party's ability to perform its obligations or exercise its rights under this Agreement.

5.11 Data Sourcing Practices. Licensor did not obtain the Data through web scraping, crawling, automated data collection tools or other harvesting of content from websites, platforms, databases or other online sources without authorization from the owner or operator of the source, and did not obtain the Data in violation of any terms of service, acceptable use policy or similar contractual restriction. To Licensor's knowledge, the same is true of any portion of the Data that Licensor obtained from a third party source.

5.12 No Synthetic or AI-Generated Content. To Licensor's knowledge, the Data does not include content that was generated, created or synthesized using AI, machine learning, deepfake technology or similar automated tools, except as expressly identified and disclosed in the Order Form.

6. WARRANTIES OF LICENSEE

Licensee represents and warrants as follows:

6.1 Due Authority. Licensee has the requisite power and authority to enter into and carry out the terms of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Licensee enforceable against it in accordance with its terms.

6.2 Compliance with Laws. Licensee's use, processing, storage, and exploitation of the Data, including in connection with training, fine-tuning, and deploying AI and machine learning models, will comply in all material respects with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable data privacy, data protection, and AI-related laws and regulations in the

jurisdictions in which Licensee operates or deploys its models.

7. LIMITATION OF LIABILITY

7.1 Exclusion of Consequential Damages. EXCEPT FOR DAMAGES ARISING FROM (I) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOSS OF GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

7.2 Liability Cap. EXCEPT FOR DAMAGES ARISING FROM FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL FEES PAID OR PAYABLE BY LICENSEE TO LICENSOR PURSUANT TO THE ORDER FORM UNDER WHICH THE CLAIM AROSE.

8. INDEMNIFICATION

8.1 Licensor Indemnification. Licensor will indemnify, defend and hold harmless Licensee, its affiliates, and their respective officers, directors, employees, representatives and agents against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim of: (a) any breach or alleged breach by Licensor of its representations, warranties or obligations under this Agreement; (b) the Data, including any claim that the Data or Licensee's authorized use of it infringes, misappropriates or otherwise violates any intellectual property, privacy or publicity right of a third party, or violates any applicable data protection or privacy law; or (c) the gross negligence, fraud or willful misconduct of Licensor or its employees, agents, or subcontractors.

8.2 Licensee Indemnification. Licensee will indemnify, defend and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, representatives and agents against all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim of: (a) Licensee's use or sublicensing of the Data outside the scope of the license granted under this Agreement or in violation of applicable law; or (b) the gross negligence, fraud or willful misconduct of Licensee or its employees, agents or subcontractors.

8.3 Indemnification Procedure. The party seeking indemnification will: (a) notify the indemnifying party promptly in writing of the claim, except that delay excuses the indemnifying party only to the extent it is materially prejudiced by the delay; (b) give the indemnifying party control of the defense and settlement, except that the indemnifying party will not settle any claim that imposes an obligation on, or admits fault by, the indemnified party without its prior written consent; and (c) cooperate reasonably in the defense of the claim at the indemnifying party's expense.

9. GENERAL

9.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that either party may assign this Agreement without consent in connection with a merger, acquisition, or sale of all or substantially all of its assets, upon written notice to the other party, provided further that no such assignment may be made to a competitor of the other party without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.

9.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

9.3 Governing Law. This Agreement and all related actions and proceedings shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

9.4 Dispute Resolution. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof (a "Dispute"), either party may provide written notice of the Dispute to the other party. The parties shall first attempt in good faith to resolve the Dispute through discussions between representatives with authority to resolve the Dispute. If the Dispute remains unresolved thirty (30) days after receipt of such notice, the Dispute shall be resolved on an individual basis and pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 (the "FAA"), and by arbitration (to be held in English) in the State of California administered by JAMS in accordance with its rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party will have a right to seek injunctive or other equitable relief in a court of law from any court of competent jurisdiction, without first completing the good faith discussion process, and a court's authority to grant such emergency equitable relief shall not be subject to the arbitrator's jurisdiction over threshold arbitrability issues. Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section 9.4, including without limitation any controversy or claim that all or any part of this Section 9.4 is void or voidable, except as expressly provided in the preceding sentence. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. To the extent not governed by the FAA, the substantive and procedural law of the State of California shall apply to the arbitration; in the event of any conflict between the FAA and California arbitration law, the FAA shall control.

9.5 Notices. Any notice hereunder shall be in writing to the notice address and notice email stated for the recipient in the Order Form and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered national mail service (return receipt requested); (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service; or (iv) when sent, if

transmitted by email to the recipient's notice email, unless the sender receives an automated notice that the email was not delivered.

9.6 Amendments; Waivers. No supplement, modification, or amendment of an Order Form or of these Master Terms as applied to an executed Order Form shall be binding unless executed in writing by a duly authorized representative of each party. Posting a revised version of these Master Terms is not an amendment to any executed Order Form. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

9.7 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

9.8 Entire Agreement. This Agreement, comprising the Order Form, these Master Terms as of the Order Form's Effective Date, and any attachments to that Order Form, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any purchase order, vendor portal terms, invoice terms, or other document submitted by either party is for administrative convenience only, and no term in it adds to or modifies this Agreement. For the avoidance of doubt, if Licensor and Licensee are party to any other agreement(s), this Agreement governs solely the licensing of the Data. Any other agreement(s) between the parties relating to separate commercial relationships, products, or services shall remain in full force and effect in accordance with their terms and shall not be modified, superseded, or terminated by this Agreement, except to the extent expressly stated herein.

9.9 Counterparts; Electronic Signature. An Order Form may be executed in counterparts, each of which is deemed an original. Signatures delivered by electronic means, including by electronic signature platform or scanned PDF, have the same effect as original signatures. Each signatory to an Order Form represents that he or she is duly authorized to sign for that party.

9.10 Headings; Construction. Headings are for convenience only and do not affect interpretation. This Agreement will not be construed against either party as drafter. No third party is an intended beneficiary of this Agreement, except that affiliates of Licensee and indemnified persons under Section 8 may enforce the provisions expressly for their benefit.