THESE MASTER TERMS AND CONDITIONS FOR LICENSE AND SERVICES (THIS “**AGREEMENT**”) IS MADE AS OF THE EFFECTIVE DATE **4/11/2018**, BETWEEN BETA, LLC and AMERICAN EXPRESS (“**CUSTOMER**”) SOME WORDS IN THIS AGREEMENT ARE capitalized WHEN grammatical RULES WOULD NOT require. THESE WORDS are defined in the Article IN WHICH THEY FIRST APPEAR. The controlling version of THIS AGREEMENT IS THIS English language version.

Expiration Date: 5/10/2020

1. **The Analytics Tool.**

Beta combines data science and information technology to create proprietary Man-plus-Machine analytics solutions that allow its customers to analyze and use their data to make actionable decisions about their business, operations and strategies. Beta creates analytics solutions (each a **“Solution”)** using industry-and function-specific proprietary software applications developed using and then run on Beta’s proprietary Signal Hub™ software platform (the **“Signal Hub** **Platform**”). The Signal Hub Platform enables full analytics lifecycle from loading and transforming of source data, to advanced machine learning model training, testing and deployment. The Signal Hub Platform is available for use by itself, separate and apart from the Solutions. For purposes of this Agreement, the **“Analytics Tool”** refers to the Signal Hub Platform and/or Solution(s) identified in the applicable Order.

Beta is also the owner of certain related user Documentation. Further, Beta provides support, maintenance and professional services related to the Analytics Tool (as further described in Article 3). This Agreement is given to prospective customers who request from Beta non-binding proposals for the purchase of license rights and the receipt of Services (“**Quotes**”). Quotes may be modified or revoked at any time unless Beta indicates otherwise in their contents. Quotes are not final until signed by Customer and approved, accepted and counter-signed by Beta, at which time they become binding orders (“**Orders**”). Customer does not need a separate or new set of terms and conditions to make additional purchases; this Agreement will remain in effect for all Quotes Customer may request and Orders Customer may place at any time until superseded with an updated version, expire or are otherwise terminated. Once signed, this Agreement and each countersigned Order entered into under them form a separate contractual agreement between Customer and Beta. To the extent there is a conflict between any provision in an Order and this Agreement, the Order shall govern.

1. **License Rights; Scope and Restrictions**.
   1. Grant of License Rights. Subject to this Agreement, including the License Scope and General Restrictions described below, Beta hereby grants Customer a license (“**License**”), as applicable, with respect to the Solution to: (i) load, install and execute the executable object code form of the Solution to conduct analytics for its internal business; (ii) display, print and reproduce the Documentation to the extent reasonably required to exercise the foregoing rights; and (iii) make one (1) additional non-production copy of the Solution for backup, test, disaster recovery or archival purposes; and/or as applicable, with respect to the Signal Hub Platform to: (i) access and use the Signal Hub Platform. The Analytics Tool may be bundled with or have incorporated into it software code owned by and licensed from additional third parties, which may include so-called open source code (the “**Third Party Code**”). Beta delivers the Third Party Code to Customer on either a sublicense or pass-through basis and it is subject to the separate terms and conditions of its owners and licensors. Beta does not have the authority to modify those terms and conditions but will disclose them to Customer, together with a list of applicable Third Party Code, upon request.
   2. License Scope. The License, unless unambiguously specified as a perpetual license in the applicable Order, has a limited term of months or years, as the case may be, specified in the applicable Order (the “**License Term**”) and will expire at the end of that term unless Customer renews. Aside from such expiration, Beta will not terminate the License unless Customer breaches this Article 2 or Articles 4 or 5 or on the occurrence of Customer’s insolvency or as otherwise provided in Article 11. The License permits use of the Analytics Tool on the number of workstations and/or by the number of users as specifically set forth in each Order. The License is for Customer’s internal use only and does not permit Customer to use the Analytics Tool to process accounts or records or to generate output data for the benefit of, or for purposes of rendering services to, any other business entities or organizations including by acting as a service bureau, SaaS provider or ASP. The License is non-exclusive such that Beta may grant to others or reserve for its own use, rights that are the same as or similar to those granted to Customer. Each License is personal to Customer and thus is non-transferable, non-assignable and non-sublicenseable, subject to Article 12. Any act or omission in violation of the scope defined by this Article (the “**License Scope**”) will be a material breach of this Agreement.
   3. General Restrictions. Customer shall not: (i) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on, or improvements of, the Analytics Tool; (ii) copy the Analytics Tool other than as permitted above and only if all copyright and other proprietary or restricted rights notices are reproduced; (iii) rent, lease, grant a security interest in, or otherwise transfer rights to the Analytics Tool; (iv) remove, modify or obscure proprietary rights notices that Beta places on the Analytics Tool, its Documentation or their packaging; or (v) use the Analytics Tool, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Analytics Tool for the benefit of a third party. Customer is responsible for the acts and omissions of its employees who access or use the Analytics Tool. Customer is also responsible for the acts and omissions of its independent contractors, agents, and representatives who are permitted by the terms of this Agreement to access or use the Analytics Tool.
   4. Export; Transfer Control Laws. The Analytics Tool may be subject to restrictions and controls imposed by the United States Export Administration Act and other applicable transfer control and prohibited persons laws and regulations of the United States and other jurisdictions. Customer shall not export, re-export or otherwise transfer, actually or constructively, the Analytics Tool, or any technology or technical information contained therein: (i) to any country, person, entity or end user that is prohibited by the Transfer Control Laws (as defined below); (ii) in violation of the applicable laws of the destination jurisdiction; and/or (iii) to any jurisdiction that requires disclosure of source code or permits reverse engineering to create human readable source code from object code. In all events, Customer and each of Customer’s parents, subsidiaries and affiliates and all of Your and their respective officers, directors, employees, agents and contractors, in each case including all those who are allowed access to the Analytics Tool or any portion thereof, or to whom export or other transfer of the Analytics Tool or any portion thereof) may be made hereunder, whether actual or constructive (collectively, the “**Customer Parties**”), are not named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to any United States laws or the laws of any other applicable country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws of any foreign country (collectively, the "**Transfer Control Laws**"). Customer shall immediately notify Beta if any of the Customer Parties are so named, debarred, designated or otherwise sanctioned under, or prohibited from engaging in activities subject to, any of the Transfer Control Laws. If Customer is required to provide a regulatory body with use of or access to the Analytics Tool, then such use and access are governed by this Article and Your confidentiality obligations and are subject to Beta’s rights and Customer’s obligations under FARS and DFARS (or their successor regulations). Customer shall indemnify, defend and hold Beta harmless from all claims, damages, liabilities and penalties (including reasonable legal costs) arising out of, or in connection with, a breach of this Article.
2. **Support Services**.

(a) General.  Upon request, Beta will provide services for maintenance and user support of the Analytics Tool, including professional services for installation, implementation, integration of and general consulting for and training in the use of the Analytics Tool (the “**Support Services**”). Support Services may be ordered using the same Order Customer used to purchase the License. Beta’s delivery of the Support Services requires that Customer provide Beta with such reasonable cooperation as may be requested including access to information, personnel or systems. Beta will be reasonable in these requests and work with Customer to minimize disruption to its business.

(b) Delivery. Subject to payment of all applicable fees due and owing and the conditions and exclusions set forth below, Beta will provide to Customer, during the Support Term, the Support Services described in this Article 3 solely in connection with Reported Issues and Operating Inquiries (as those terms are defined below) for the Supported Version. The term “**Supported Version**” means the most recent external release of the Solution.

(c) Help Desk. Beta will provide two (2) contacts named by Customer with access to Beta’s customer support response telephone line (the “**Help Desk**”) on weekdays from 9:00am to 5:00pmprevailing Eastern Time, excluding major holidays (the “**Normal Support Hours**”) for: (i) initial reporting of defects in the Supported Version that prevent it from operating substantially in conformity with its documentation (each an “**Issue**”); and (ii) occasional inquiries regarding the ordinary use and operation of the Supported Version (each an “**Operating Inquiry**”). Beta will only be responsible for performing Support Services for Issues and Operating Inquiries which have been initially reported by Customer’s telephone call or email to the Help Desk (each a “**Reported Issue**”). Issues and Operating Inquiries are subject to the “Conditions & Exclusions” set forth in sub-section (g).

(d) Correction of Issues. Support Services for all Reported Issues will initially be provided by: (i) the Help Desk or (iii) an Beta’s representative. Thereafter, Beta will commence an investigation of each Reported Issue to determine its nature and origin (the “**Issue Diagnosis**”). Upon completion of the Issue Diagnosis, Beta will commence work toward resolution of the Reported Issue. On-site Support Services at Customer’s location will be provided only if Beta and Customer agree that the criticality of a Reported Issue requires such services or if Beta, in its sole discretion, deems on-site performance necessary, at no additional cost to Customer. If Customer unilaterally requests on-site Support Services, Beta will provide such services in its sole discretion at then-current time and materials rates, plus reasonably documented expenses actually incurred.

(e) Subsequent Upgrade. Unless otherwise agreed in writing, Beta has no obligation to create derivative works or improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) of the Supported Version or to otherwise update, modify, fix, patch, improve or enhance the Supported Version. If Customer desires any specific derivative works or improvements, Customer will request them from Beta in writing. Customer acknowledges and agrees that Beta may, from time to time and at its sole discretion distribute certain derivative works or improvements that are in the nature of enhancements, modifications, updates, upgrades, patches, major and minor releases or fixes for the Supported Version and release them to existing customers of Support Services in good standing at no additional charge (each a “**Subsequent Upgrade**”). Customer shall implement such Subsequent Upgrades and Beta shall not be responsible in any way for the performance of the Analytics Tool if Customer does not implement any such Subsequent Upgrade in the timeframes described in this Article 3.

(f) Installation of Upgrade. If Beta develops and releases a Subsequent Upgrade, Beta will install such Subsequent Upgrade for Customer at no additional fee or charge (other than any fees for professional services required for installation or implementation) provided Customer has requested maintenance and support services and has fulfilled all of its payment obligations.

(g) Conditions & Exclusions**.** Customer will: (i) not request, permit or authorize any individual or entity other than Beta to provide any maintenance or support services for the Supported Version (ii) promptly supply to Beta an example of the output or processing in which any Reported Issue has occurred, together with related input and a detailed and complete explanation of the surrounding circumstances; (iii) reasonably cooperate with Beta’s personnel in the Issue Diagnosis; (iv) comply with all reasonable instructions Beta issues relating to the attempted remediation of any Reported Issue, including, without limitation, procedures relating to the input of data; and (v) make Customer’s personnel available to Beta, so as to permit Beta to render the Support Services. Beta will not be required to provide Support Services for Issues (whether or not Reported Issues) resulting from any modifications of the Supported Version made by any individual or entity other than Beta, nor for any release or version other than the Supported Version. Beta has no responsibility or liability whatsoever for any delays which result from Customer’s failure to comply with this Article 3.

(h) Support Services Term; Re-Enrollment. The effective date for and the term of the Support Services provided hereunder (the “**Support Term**”) is set forth in the applicable Order for the Analytics Tool. If Customer cancels Support Services, Customer may choose to re-enroll at any time by executing a new Order. Upon payment of: (i) any outstanding Service Fees with respect to the Support Term during which Support Services were terminated, plus (ii) if any Subsequent Upgrades were released by Beta during the lapsed period, a 10% surcharge, Beta will upgrade Customer to the current version of the Supported Version at the time of re-enrollment and provide Support Services for the upgraded version at rates and charges to be negotiated at the time of re-enrollment.

**4.** **Taxes, Expenses & Payments**. The fees for the License and Support Services (the “**License Fees**” and “**Services Fees**” respectively; the “**Fees**” collectively) are listed in each applicable Order. Customer will pay all Fees within thirty (30) days from Customer’s receipt of an invoice. Notwithstanding any provisions in this Agreement or in any Order to the contrary, Beta’s obligations hereunder are conditioned upon Customer’s fulfillment of its payment obligations to Beta, provided that Beta shall not suspend or terminate performance hereunder or terminate the License or any Order without at least twenty (20) days’ prior written notice to Customer that payment is past due and that such performance, the License or applicable Order is subject to termination in the event payment is not made within such 20-day period following Customer’s receipt of such notice. All Fees hereunder shall be denominated in U.S. dollars and shall be paid by electronic funds transfer or by other means expressly agreed to in writing by the parties, including in the applicable Order. All payments hereunder shall be made without deduction for withholding, sales, use or other taxes that may be applicable. If Beta does not receive timely payment, Beta may charge the maximum monthly interest allowed by law up to one percent and seek cost of collection, including reasonable attorneys’ fees. If Customer disputes invoiced amounts, Customer must submit disputes to Beta in writing on or before the date the invoice becomes due, otherwise the invoice and any payments with respect thereto will be final and non-refundable.

1. **Proprietary Rights; Confidentiality**.
   1. As between Customer and Beta, all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of authorship and modification) throughout the world in and to the Analytics Tool and Documentation and all derivative works and improvements to them (as those terms are defined under Titles 17 and 35 U.S.C.), are owned or licensed by and are proprietary to Beta.
   2. Either party hereto (the “**Disclosing Party**”) may disclose, deliver or allow access by the other party hereto (the “**Receiving Party**”) to information, data or materials in either tangible or intangible form that are proprietary and confidential or that otherwise relate to the Disclosing Party or its affiliates, subsidiaries, clients or suppliers, including, in the case of Beta as the Disclosing Party, the Analytics Tool, and including any information or materials marked or otherwise expressly designated as confidential (collectively, the “**Confidential Information**”). “Confidential Information” shall include all information that a Disclosing Party may disclose or has previously disclosed to the Receiving Party, including without limitation proprietary information concerning the Disclosing Party and its subsidiaries, affiliates, investments, products, financial reports, financial plans, strategies, intellectual property or data of any third party licensed to or held or used by the Disclosing Party (including without limitation patents and patent applications, trade secrets, copyrighted information), business and marketing plans, the identity of customers and suppliers, future products, product developments and other proprietary information, in each case whether transmitted or conveyed digitally, orally or in writing, or perceived or observed by the Receiving Party in the course of the parties’ performance of this Agreement and shall include all such information provided by the Disclosing Party to the Receiving Party and its subsidiaries and affiliates prior to or during the Contract Term or any License Term. The Receiving Party will not use the Confidential Information, including internally within its own organization, except to the minimum extent necessary to exercise its rights or fulfill its obligations under this Agreement (provided that Customer may use the Analytics Tool and Documentation in accordance with and to the extent permitted under this Agreement). In addition, the Receiving Party will not disclose the Disclosing Party’s Confidential Information to any third party during the Contract Term or thereafter without the express written consent of the Disclosing Party in each instance, except that each party may disclose the other party’s Confidential Information to its subsidiaries and affiliates and their respective directors, employees, attorneys, agents, auditors, insurers and subcontractors with a need to know for performance under this Agreement and who in each case have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (provided that notwithstanding the foregoing, all use, disclosure and dissemination of the Analytics Tool shall be limited as otherwise set forth in this Agreement). The Receiving Party shall always handle Confidential Information using at least the same degree of care (which shall be no less than reasonable care) and discretion to avoid disclosure, publication or dissemination of the Disclosing Party’s Confidential Information as the Receiving Party uses with its own confidential or proprietary information that it does not wish to disclose, publish or disseminate. The Receiving Party will be responsible for the actions of those persons to whom it discloses Confidential Information as permitted hereunder. All Confidential Information will remain the exclusive property of the Disclosing Party, and no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise in or to the Confidential Information (except, with respect to the Analytics Tool and Documentation, as expressly set forth in this Agreement).
   3. The parties agree that the remedy at law for any breach or threatened breach of this Article 5 shall be inadequate, and in addition to any other remedy available at law, in equity or under this Agreement, the non-breaching party shall be entitled to seek injunctive relief without the necessity of posting bond.
   4. Confidential Information shall not include information (other than the Analytics Tool and Documentation) that the Receiving Party can demonstrate by reasonable evidence (i) to have been already known to it at the time of disclosure from the Disclosing Party, (ii) to have been independently developed by the Receiving Party independently of and without reference to any of the Disclosing Party’s Confidential Information; (iii) to be or become generally available to the public other than by a breach hereof or of any other obligation of confidentiality; or (iv) to have been independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality. If the Receiving Party is compelled by a court or other body of competent jurisdiction to disclose any of the Confidential Information, the Receiving Party will inform the Disclosing Party via written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. Receiving Party may then disclose only so much of the Confidential Information as is legally required to be disclosed.
   5. Notwithstanding any provision in this Article 5 or this Agreement, each party acknowledges that the other may independently develop similar or competitive products, services, or information so long as it does not use the Disclosing Party’s Confidential Information in the development thereof.
   6. Upon the Disclosing Party’s written request, Receiving Party will promptly either destroy all of Disclosing Party’s Confidential Information in its possession, including all copies and compilations thereof and provide an officer’s certificate confirming its destruction, or return all of Disclosing Party’s Confidential Information in its possession, including all copies and compilations thereof.
   7. Notwithstanding anything to the contrary in this Article 5, this Agreement and all terms and provisions hereof, including any Order(s) and Support Policies and other ancillary instruments executed in connection with this Agreement, constitute the Confidential Information of each party.
2. **Audit**. During the term of this Agreement Customer must maintain accurate records regarding its use of the Analytics Tool. Beta shall have the right to request an audit of such records for the sole purpose of verifying the amounts due and payable hereunder. If such audit reveals an underpayment of any amount due under this Agreement: (a) Beta will promptly issue an invoice for the additional amounts at the rates set forth in this Agreement and/or any Order related hereto and including interest on such amounts at the maximum rate allowed under applicable law up to 12.0%; and (b) Customer shall be responsible for the cost of such Audit.
3. **Customer Usage Information**.Customer acknowledges and agrees that the Analytics Tool contains certain subroutines which automatically generate and deliver to Beta electronic reports via the Internet setting forth the total number of users of the Analytics Tool and related usage information. If such reports are at any time delayed, interrupted or suspended, or if Beta at any time has reasonable grounds to believe that such reports are incorrect or otherwise that the generation and delivery thereof by the Analytics Tool is not functioning properly, then Customer shall, upon reasonable prior notice from Beta, permit access by Beta or Beta’s authorized representatives, to the Analytics Tool for purposes of diagnosing and correcting any such error and/or re-configuring or re-installing the Analytics Tool for such purposes, at Customer’s expense. Customer acknowledges and agrees that Beta may use any and all information generated and delivered to Beta as described above for purposes of auditing Customer’s compliance with the terms of this Agreement.
4. **Warranty; Disclaimer.** The material features and functions of the unmodified form of the Solution shall, as of the date of delivery and for ninety (90) calendar days thereafter (the “Warranty Period”), perform substantially in accordance with the Documentation.  Beta does not warrant that the Solution will meet Customer’s requirements, operate without interruption or be error free. Beta makes no warranty with respect to, and shall not be responsible under any warranty in any manner for, matters related to causes external to the Solution. Beta will use reasonable efforts for a reasonable period of time to attempt to repair all defects that Customer has properly and timely identified to Beta or replace the defective copy of the Solution with a new copy.  If Beta cannot cure such defects or replace such copy to bring the Solution in compliance with this warranty after a reasonable amount of time not less than 10 business days, or if after such 10 days Customer requests, Beta will cease its repair efforts, terminate the applicable license and refund any pre-paid fees to Customer.  Customer agrees that this is Beta only liability and Customer’s only remedy for breach of this warranty.  Customer also agrees that this warranty will not apply if Customer modifies the Solution on its own, uses it outside the scope of the license, uses a superseded version or if the defect is related to software or data Beta does not control or use of the Solution in combination with other software. THE WARRANTIES PROVIDED IN THIS ARTICLE ARE THE ONLY WARRANTIES BETA PROVIDES AND ARE SUBJECT TO ANY ADDITIONAL DISCLAIMERS PROVIDED IN THE DOCUMENTATION FOR THE ANALYTICS TOOL. BETA DOES NOT MAKE ANY WARRANTIES CONCERNING THE THIRD PARTY CODE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, BETA DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitation on Liability.** IN NO EVENT SHALL Beta, ITS AFFILIATES, its resellers, licensors or suppliers, AS APPLICABLE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA. Beta’S aggregate LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED the fees actually received by Beta under the order out of which the claim arose during the twelve months immediately preceding assertion of the claim. The limitations and exclusions set forth in this Article apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the party against which such claim or cause of action is asserted has been advised of the possibility of such claim. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.
6. **Indemnification.** Each party (the **“Indemnifying Party”**) shall indemnify the other, its subsidiaries and affiliates and each of their officers, directors, employees, and agents (and in the case of Beta, also its resellers, licensors or suppliers, as applicable) (the **“Indemnified Party” or “Indemnitees”**) against all losses, costs, claims, demands, expenses and liabilities of any nature (including reasonable legal costs) arising from or relating to, as applicable, (i) third party claims against Customer that the Analytics Tool (excluding any Third Party Code) infringes any intellectual property right of any third party, in the case of Customer as the Indemnified Party, or (ii) third party claims against Beta, its resellers, licensors or suppliers that Customer’s actions or omissions constitute infringement of any intellectual property right of any third party, in the case of Beta as the Indemnified Party. The Indemnified Party shall promptly notify the other party in writing upon the Indemnified Party’s receipt of written or other notification of any such potential claim. The Indemnifying Party may retain counsel of its choosing and will assume sole control of the defense of any such claim and related settlement negotiations; provided, that the Indemnifying Party shall not effect any compromise or settlement of any such claim against the Indemnified Party without its consent (not to be unreasonably withheld, conditioned or delayed), unless (A) there is no finding or admission of any violation of law or of any violation of the rights of any third party by the Indemnified Party; and (B) there is no injunctive or other equitable relief entered against the Indemnified Party. In connection with the Indemnifying Party’s defense of any such claim and related matters, the Indemnified Party shall provide to the Indemnifying Party, at the Indemnifying Party’s request and expense, with reasonable assistance, information and authority necessary to perform its obligations hereunder. The Indemnified Party shall have the right to use its own consulting counsel at its own expense, and the Indemnifying Party shall cooperate reasonably with such consulting counsel. Notwithstanding anything herein to the contrary, Beta shall have no liability with respect to any claim of infringement to the extent: (1) related to or arising from the use of a superseded or altered release of the Analytics Tool, if the alleged infringement would have been avoided by the use of a current or unaltered release of the Analytics Tool that Beta provided to Customer, and Customer was so notified in writing; or (2) the modification of the Analytics Tool or any component thereof by anyone other than Beta or a party authorized in writing by Beta. If the Analytics Tool is found to be infringing, or if at any time Beta reasonably believes that it may be subject to a claim of infringement, then Beta may choose to: (a) modify the applicable portions of the Analytics Tool to be non-infringing; or (b) obtain a license for Customer to continue using the infringing portions of the Analytics Tool; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement, including the license granted herein and refund the fees Customer paid for the Analytics Tool less one twenty-fourth (1/24th) thereof for each month that Customer has been using the Analytics Tool. This Article sets forth Customer’s only remedy and Beta’s only liability with respect to infringement or other violations of intellectual property rights.
7. **Term and Termination**. Customer’s right to enter into Orders under this Agreement becomes effective on the Effective Date and continues until terminated or superseded as provided in this Article 11 (the “**Contract Term**”). By signing below, Customer acknowledges that the Contract Term is different from the License Term and that Customer may need to purchase renewal License rights prior to expiration of the Contract Term. In addition to the termination rights in clause (b) of Article 2, if an obligation hereunder is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days (or twenty (20) days, in the case of payment-related claims pursuant to Article 4) from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or all Orders by providing a second written notice of immediate termination. In addition, all Orders, including all License rights under them, shall terminate automatically and immediately upon Customer’s insolvency or any attempt by Customer to obtain protection from creditors or wind down operations. Beta also may inform Customer at any time that this Agreement has been superseded by a new version. If this Agreement is superseded, all prior purchases will continue to be governed by the earlier version. If an Order is terminated by either party or expires pursuant to its terms, then Customer must (i) pay any outstanding amounts due to Beta, (ii) immediately discontinue all Use of the Analytics Tool and Documentation; and (iii) immediately return or destroy the Analytics Tool and Documentation (as determined by Beta) together with all copies, and certify to such return or destruction in writing. Upon any termination or expiration of this Agreement, Customer automatically forfeits all rights to receive Subsequent Upgrades to the Analytics Tool.
8. **Assignment**. Customer shall not assign or transfer Customer’s rights or obligations under this Agreement without Beta’s prior written consent. As used herein the term “**Assignment Conditions**” means that, in the case of any permitted assignment, Customer must provide Beta with written notice within thirty (30) calendar days of such assignment becoming effective, and if upon receipt of such notice Beta reasonably determines that the intended assigned: (i) is Beta’s competitor, (ii) is an entity that has failed or is unable or unwilling to protect Beta’s Confidential Information or intellectual property rights, (iii) does not possess sufficient financial or other resources to perform its obligations and/or (iv) refuses, within a reasonable time after Beta’s request, to sign an amended Agreement or other agreement with Beta assuming Customer’s obligations hereunder and, if required, to pay additional commercially reasonable fees. In all events, Customer shall remain liable for the acts and omissions of Customer’s permitted assignees until an amended Agreement or other agreement is entered into between Beta and Customer’s assignee.
9. **Media.** Beta reserves the right to disclose the existence of its relationship with Customer with the media and share high-level case studies that exemplify the nature and business impact of the Analytics Tool. Customer agrees to verify the existence of such relationship upon the request of the media. Beta may issue a press release or make other public announcements concerning these Terms and Conditions and/or Orders and may use Customer’s name and logo reasonably.
10. **Miscellaneous**. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of laws. All claims or actions arising herefrom shall be brought in the appropriate court in the State of New Jersey, and Customer consents to personal jurisdiction and venue therein. This Agreement is the entire agreement of the parties with respect to Your possession and Use of the Analytics Tool, except if Customer has entered into a separate, valid and existing license agreement with Beta or any of Beta’s subsidiaries or affiliates, in which case that separate license agreement shall govern solely to the extent of any inconsistency with this Agreement. If any provision of this Agreement is held unenforceable the enforceability of the remaining provisions shall not be affected. Article headings are used for convenience of reference only. This Agreement may only be modified by mutual written consent of the parties. The waiver by either party of any default or breach shall not constitute a waiver of any other or subsequent default or breach.

Nothing in this Agreement is intended to create an agency, partnership, joint venture or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under each Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction and control of its own employees and for the payment of their salaries and benefits and related compensation (including, employer-source deductions). References to days are references to calendar days unless otherwise specified. The word “including” is exemplary meaning “including, without limitation” or “including, but not limited to.” To the extent required by the licensors of Third Party Data, such licensors are the express, intended third party beneficiaries of each Agreement.

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| **Beta, llc** | **CUSTOMER: \_AMERICAN EXPRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By: | By: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |