

## Evaluation and Non-disclosure Agreement

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**THIS AGREEMENT** which includes the terms and conditions below and any attached schedules (this “**Agreement**”) is dated 22 June 2018.

### PARTIES

- (1) VentureOne Corporation (a wholly-owned subsidiary of Dow Jones & Company, Inc., incorporated in Delaware with offices is at 1211 Avenue of the Americas, New York, NY 10036 (“**Dow Jones**”).
- (1) Nicolas Fernandez-Arias incorporated in New Jersey with offices at 66 Linden Lane Apt 5, Princeton, NJ 08540 (“**Recipient**”).

### 1. DEFINITIONS

The definitions in this section apply in this Agreement.

**Dow Jones Information:** means information in whatever form made available through a Dow Jones service, as more particularly described in Schedule 1;

**Evaluation Period:** the evaluation period of one month from date of last signature of this Agreement.

**Objective:** evaluation of the Dow Jones Information by the Recipient for solely testing the compatibility of Dow Jones Information with the Recipient Service; and

**Recipient Services:** means the Recipient's service as more particularly described in schedule 2.

### 2. LICENCE

- 2.1 Dow Jones hereby grants the Recipient a personal, non-transferable, non-exclusive, non-assignable, non-sub licensable licence to use the Dow Jones Information on the Recipient Services during the Evaluation Period solely for the purposes of the Objective.
- 2.2 In consideration of the licence granted therein, Recipient agrees to provide Dow Jones with feedback on its use and integration of Dow Jones Information and fill out a beta product survey at the end of Evaluation Period.
- 2.3 The Recipient may make such copies of the Dow Jones Information as are necessary to evaluate the Dow Jones Information on the Recipient Services, but may not make any back-up or archival copies and may not load all or any part of the Dow Jones Information on any computer other than the Recipient Services without prior written agreement from Dow Jones.
- 2.4 During the Evaluation Period this licence may be terminated immediately by Dow Jones giving written notice if the Recipient is in breach of any of its obligations under this Agreement. The licence may be terminated by the Recipient during the Evaluation Period upon seven (7) days' written notice or upon acceptance by the Recipient of a full licence for the Dow Jones Information. Upon termination not followed by a full licence, the Recipient shall within two (2) working days return to Dow Jones all copies of all or part of the Dow Jones Information on any tangible medium and any documents containing any item of the Dow Jones Information and shall completely delete all electronic copies of all or any part of the Dow Jones Information resident in the Recipient Services or elsewhere.
- 2.5 Save for death and personal injury caused by Dow Jones' negligence, Dow Jones shall have no liability of any kind in any circumstances whatever to the Recipient in respect of the Dow Jones Information greater than the limit set out in section 2.6. In particular, Dow Jones shall have no liability in any circumstances whatever for any data loss or corruption greater than that limit and the Recipient agrees that it has sole responsibility for protecting its data during evaluation of the Dow Jones Information.
- 2.6 No representations, conditions, warranties or other terms of any kind are given in respect of the Dow Jones Information, and all statutory warranties and conditions are excluded to the fullest extent possible.
- 2.7 In the event that Dow Jones shall be found liable to the Recipient for any reason other than death or personal injury caused by Dow Jones' negligence, the sums payable to the Recipient in respect of such liability shall not in any circumstances exceed £2,000.

### **3. DURATION**

The term of this Agreement shall continue for the duration of the Evaluation Period and it shall terminate automatically without notice at the end of the Evaluation Period if the Recipient has not at that time accepted a full licence of the Dow Jones Information.

### **4. NON-DISCLOSURE AGREEMENT**

4.1 In consideration of the disclosure by Dow Jones to the Recipient of the Dow Jones Information for the purpose of the Objective, the Recipient undertakes that it will respect and preserve the confidentiality of the Dow Jones Information for a period of five (5) years after the date of such disclosure (subject to section 3.3 below). The Recipient shall not without the prior written consent of Dow Jones:

- (a) communicate or otherwise make available the Dow Jones Information to any third party; or
- (b) use the Dow Jones Information itself for any commercial, industrial or other purpose other than the Objective; or
- (c) copy, adapt, or otherwise reproduce the Dow Jones Information save as strictly necessary for the purposes of the Objective.

4.2 The Recipient may disclose the Dow Jones Information or any part thereof, with the prior consent of the Dow Jones, to any employee of the Recipient who needs access to the Dow Jones Information in connection with the Objective. In such an event the Recipient agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Dow Jones Information and understands that he/she is bound by conditions of secrecy no less strict than those set out in this Agreement. The Recipient agrees to monitor the use of the Dow Jones Information by these employees and to enforce their obligations of confidence at the request of Dow Jones.

4.3 The obligations contained in this section 3 shall not apply, or shall cease to apply, to such part of the Dow Jones Information as the Recipient can show to the reasonable satisfaction of Dow Jones:

- (a) has become public knowledge other than through the fault of the Recipient or an employee or director of the Recipient to whom it has been disclosed in accordance with section 3.2 above; or
- (b) was already known to the Recipient prior to disclosure to it by Dow Jones; or
- (c) has been received from a third party who neither acquired it in confidence from Dow Jones, nor owed Dow Jones a duty of confidence in respect of it.

4.4 If the Recipient decides not to accept a full licence of the Dow Jones Information, or otherwise at any time at the request of Dow Jones, the Recipient shall return to Dow Jones all copies of all or any part of the Dow Jones Information which have been provided to the Recipient pursuant to this Agreement, together with all analyses, studies and other materials produced by the Recipient which contain, or could reveal, all or any part of the Dow Jones Information, and any summaries (in whatever form) prepared by the Recipient of oral information (including the Dow Jones Information) disclosed by Dow Jones.

### **5. PROPERTY RIGHTS**

5.1 The Dow Jones Information and all related documentation and/or software are proprietary to Dow Jones. The Recipient acknowledges that any disclosure pursuant to this Agreement shall not confer on the Recipient any intellectual property or other rights in relation to the Dow Jones Information.

5.2 Ownership of all complete or partial copies of the Dow Jones Information and related documentation and/or software shall at all times remain with Dow Jones. The Recipient agrees to mark any copies of the Dow Jones Information which it may make in any tangible medium with a notice that such copy belongs to Dow Jones.

5.3 In the event that the Recipient is notified by a third party that that party claims rights in the Dow Jones Information or any part thereof or that use of the Dow Jones Information infringes any right of that third party, the Recipient agrees to immediately notify Dow Jones and, at Dow Jones' request, to immediately cease use of the Dow Jones Information. If Dow Jones is unable to allow the Recipient to continue evaluation of the Dow Jones Information, the provisions of section 2.3 shall apply.

### **6. GENERAL**

6.1 The person signing this Agreement on behalf of the Recipient confirms that he/she is authorised to enter into this Agreement on the Recipient's behalf, and to bind the Recipient to its terms and conditions.

6.2 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of both parties.

6.3 "Writing" or "written" includes faxes but not e-mail or any other form of electronic communication except where expressly provided to the contrary.

6.4 This Agreement shall be interpreted and construed in accordance with laws of the State of New York. However, Dow Jones may enforce the Recipient's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the Recipient.

This Agreement has been entered into on the last day and in the year written below.

Signed for and on behalf of  
**RECIPIENT:**

Signed for and on behalf of  
**DOW JONES:**

\_\_\_\_\_

By (name) : \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By (name) : \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule 1**

### **Dow Jones Information**

#### **Dow Jones VentureSource Data Dictionary and Data Samples**

The Dow Jones VentureSource is a powerful solution for accessing Dow Jones VentureSource content, including portfolio companies, investors, people, deals and service providers.

## **Schedule 2**

### **Recipient Services**

Nicolas Fernandez-Arias: Access to Dow Jones VentureSource Data Dictionary for evaluation of required fields to determine custom report only.