

START DATE: Date Signed
LICENSE PERIOD: Minimum of 1 year or until COVID-19 (Coronavirus) global response has subsided
DESCRIPTION OF DATA TO BE PROVIDED: SafeGraph Patterns and Places data (or other as mutually agreed upon)
USAGE: SafeGraph data is to be used for COVID-19 (Coronavirus) response
PUBLISHING: Company must credit SafeGraph if it publishes anything or creates content using SafeGraph data

Non-Commercial DATA LICENSE AGREEMENT

This DATA LICENSE AGREEMENT ("Agreement") is entered into as of start date set forth above (the "Effective Date"), by and between SafeGraph, Inc., a Delaware corporation, with its principal place of business at 182 Howard Street, Suite 842, San Francisco CA 94105 ("Licensor") and the company identified below ("Company") (each referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Licensor has compiled anonymized information and is willing to make available the data set described above (the "Data"); and

WHEREAS, Company wishes to use the Data in connection with Company's products or services in accordance to the terms and conditions herein as well as the Usage described.

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, the Parties agree as follows:

1. **Limited License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants Company a temporary, limited, royalty free, non-exclusive, non-transferable, non-sublicensable, revocable license to the Data during the License Period solely for the purpose of developing work product to help fight Coronavirus and its first-order and second-order effects and in accordance with the terms and conditions of this Agreement. **Company must mention SafeGraph as originator of the data in any work product.** The Data is provided for non-commercial purposes only and Company may not authorize another to use the Data for any commercial, resale, distribution or other purpose. For further clarity, Company shall not, nor enable any third party to: sell, rent, lease, sublicense, distribute, transfer or otherwise provide the Data or any portions or copies thereof to any third party. In addition, other than expressly authorized herein, Company shall not copy, adapt, translate, reverse engineer, or create derivative works therefrom. UNLESS OTHERWISE AGREED BY A SEPARATE WRITING, COMPANY AGREES AND UNDERSTANDS THAT IT IS NOT AUTHORIZED TO DISTRIBUTE OR OTHERWISE USE THE DATA FOR PURPOSES OUTSIDE THAT OF THE APPROVED USAGE DEFINITION.
2. **Further Obligations.** Company agrees that it is responsible for any acts or omissions of its agents or permitted subcontractors that access or use any of the Data and Company will ensure that such agents and permitted subcontractors comply with the terms of this Agreement. SafeGraph may use Company name and logo in conjunction with promotion of the COVID-19 Data Consortium, of which Company is a part by virtue of executing this Agreement.

3. Ownership. As between the Parties, Licensor shall own and retain all right, title and interest in and to the Data, together with all intellectual property rights therein and thereto. Licensor reserves all rights not expressly granted hereunder. Nothing contained in this Agreement shall be construed as transferring any right, title, or interest in the Data except as expressly set forth herein.
4. Confidentiality. Data shall constitute confidential information belonging to Licensor, and accordingly, Company shall not disclose the Data to any third party, except with Licensor's prior written consent and as permitted under the next sentence. Company may disclose the Data to its employees, consultants or other agents who have a bona fide need to know the Data under the limited license rights herein, provided that each such employee, consultant or agent is bound by confidentiality obligations at least as protective as those set forth herein. Company shall protect the confidentiality of the Data in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than with reasonable care). Company shall promptly notify Licensor if it becomes aware of any actual or suspected breach of confidentiality of the Data. If Company is compelled by law or legal process to disclose the Data, it shall provide Licensor with prompt prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at Licensor's expense, if Licensor wishes to contest the proposed disclosure. Company acknowledges and agrees that any disclosure or use or breach of the Data would result in irreparable injury to Licensor for which money damages would be inadequate and in such event Licensor shall have the right, in addition to other remedies available at law and in equity, to seek immediate injunctive relief. Upon any termination of this Agreement, to the extent that any Data is retained, Company shall continue to maintain the confidentiality of the Data.
5. Term and Termination. The license rights in section 1 is limited in duration to a time period starting from the Effective Date and continuing for period set forth above (the "License Period"), unless terminated herein. Both Parties may terminate this Agreement at any time by notifying Licensor. Upon expiration or termination of this Agreement, the license rights stated in section 1 shall terminate and Company shall immediately discontinue all use of the Data and take steps to remove or destroy all copies of the Data from Company (including employees') hardware. Company shall not disclose, retain or use the Data or Test Analytics after the expiration or termination of this Agreement.
6. DISCLAIMERS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE, AND LICENSOR EXPRESSLY DISCLAIMS (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, (II) ANY WARRANTY REGARDING CORRECTNESS, QUANTITY, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS OR CONTINUED AVAILABILITY OF THE DATA. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES, FOR LOSS OF PROFITS, GOODWILL USE, OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM COMPANY'S ACCESS TO AND USE OF THE

DATA; (II) ANY ERRORS OR OMISSIONS IN, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF THE DATA. IN NO EVENT SHALL LICENSOR, ITS DIRECTORS, EMPLOYEES, AFFILIATES OR LICENSORS BE LIABLE TO COMPANY FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS ARISING UNDER OR RELATING TO THIS AGREEMENT FOR MORE THAN \$1,000. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. General. This Agreement shall be governed by the laws of California, except for its conflicts of laws principles. All disputes arising under or relating to this Agreement shall be within the exclusive jurisdiction of the state or federal courts located in San Francisco, California and each Party hereby consents to such exclusive jurisdiction and venue. Neither Party may assign this Agreement to any third party without the prior written consent of the other Party. Nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon the Parties unless approved in writing by each of the Parties. Except as otherwise provided herein, the failure of either Party to enforce at any time any provision of this Agreement shall not be constituted to be a present or future waiver of such provision, nor in any way affect the ability of either Party to enforce each and every such provision thereafter. If any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law. This Agreement represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date, upon signature by Company.

COMPANY: _____

By: _____

Name: Prakrit Duangsutha

Title: _____

Date Signed: _____

Address: _____

State of Incorporation: _____