DATA LICENSE AGREEMENT

This Data License Agreement ("**Agreement**"), dated [DATE] ("**Effective Date**") by and between **CHALLENGER DEEP SAS**, **d/b/a KAIKO**, with an address at **[France/UK/US/SG]** ("**Supplier**"); and [Client NAME] incorporated and registered in [COUNTRY] with an office at [OFFICE ADDRESS] ("**Client**" and together with Supplier, the "**Parties**" and, each a "**Party**") is for the license of certain proprietary data products from Supplier to Client as further set forth below.

WHEREAS, Supplier owns proprietary data products for digital assets licensed under an enterprise subscription model; and

WHEREAS, Client desires to license, and Supplier agrees to license, certain of those proprietary data products.

WHERETOFORE, for the valuable exchange of consideration to which the Parties have mutually acknowledged and agreed, the Parties agree as follows:

1.   SCOPE OF LICENSE

1.1   During the term of the Agreement, Supplier hereby grants to Client a non-exclusive, non-transferable, worldwide, limited license to "Use" certain Supplier data products and materials, as further described in Schedule 1, attached hereto (collectively, the "**Data**").

(a)   "**Use**" shall be defined as follows:

(i)   use solely in connection with Client's internal business purposes, including the creation of derived works to be used internally by Client solely for its general business purposes;

(ii)   display to Client's customers in connection with Client general business purposes, provided that any customers shall not have any ability to download, copy, modify or store the Data as provided by Supplier; and

(iii)   distribution of "de minimis" amounts of Data in support of Client's customer-facing activities in connection with Client's general business operations.

(b)   To the extent, Client seeks to commercialize any derived works into a client facing product, Client shall contact Supplier to seek consent and execute additional terms and conditions.

(c)   Client shall be prohibited from providing or redistributing the Data to any third party, including customers, to the extent such redistribution could reasonably be expected to be a substitute for access or a license to Data.

(d)   Any right not otherwise granted herein shall be prohibited and Supplier retains any and all such rights.

1.2   The rights set forth in Section 1.1 shall apply to Client's officers, directors, employees, professional advisors and service providers that provide support to Client in the ordinary course of business, provided that Client shall remain liable for the acts and omissions of any and all use of Data thereof.

2.   UNAUTHORIZED USE OF DATA

Client shall promptly notify Supplier of any unauthorized Use or misuse of Data and Supplier may discontinue, upon immediate effect, any or all of the Data to Client in the event of Client's suspected or actual breach of the terms of this Agreement. Client shall not copy, modify, decompile, reverse engineer the Data or create derived works except as permitted pursuant to Section 1 above; and any such permitted derived works created by Client shall not operate as a functional substitute to the Data in any fashion.

3.   AUDIT RIGHTS

Upon request, Client shall certify to Supplier in writing its compliance with the terms of this Agreement, including its Use of Data in accordance with the Agreement.

4.   FEES

4.1   In exchange for receipt of the Data, Client shall pay Supplier the fees and charges set forth in Schedule 1 (the "**Fees**") . The Fees shall be due and payable to Supplier as set forth on Supplier's invoice. Supplier may charge interest at an annual rate, calculated on a daily basis in respect of any sum which is due and unpaid. If Client fails to pay the Fees following the payment due date, Supplier may suspend Client's access to Data.

4.2   All Fees are exclusive of applicable sales tax, which shall be paid by Client at the rate and in the manner for the time being prescribed by law. All amounts due under this agreement shall be paid by Client to Supplier in full without any set-off,

counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.3   Upon prior written notice to Client, Supplier vary: (a) the Fees charged to Client; (b) the Data; or (c) any other provisions of this Agreement, following which Client shall have fourteen (14) days to inform Supplier of its intent to terminate the Agreement, after which the new Fees or Data will take effect.

5.   CONFIDENTIALITY

5.1   The Parties shall each, as a receiving Party: (a) keep confidential all financial, business and technical and all other information (regardless of its form or the medium in which it is stored), including the Data, if for Client, concerning the business and affairs of the other Party or of a confidential nature that the other Party obtains, receives or has access to, in connection with, or in the performance of, the Agreement ("**Confidential Information**"); (b) use the Confidential Information disclosed by the disclosing Party solely in connection with performing its obligations or exercising its rights under the Agreement and not otherwise for its own benefit or the benefit of any third Party; and (c) not disclose the Confidential Information disclosed by the disclosing Party to any person who does not otherwise have a need to know in connection with this Agreement. The Parties shall each, as a receiving Party, ensure that each person that accesses Confidential Information complies with confidentiality provisions no less onerous than those contained in this Section 5 and will remain liable for any disclosure of Confidential Information by each person.   The Parties agree that the provisions herein shall not apply to any information which the receiving Party can prove: (a) is or becomes public knowledge other than by breach; (b) was in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; (c) is received from a third Party who lawfully acquired it and who was under no obligation restricting its disclosure; or (d) was independently developed without access to any Confidential Information disclosed by the disclosing Party.

5.2   The Parties shall each, on the other Party's request, destroy, erase or deliver to the other Party all the requesting Party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with applicable law or relevant regulation.

5.3   Each Party reserves all rights in its Confidential Information, except as permitted herein. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other Party, or are to be implied from this Agreement.

6.   ANNOUNCEMENTS

Both Parties shall be permitted to make announcements about the existence of this Agreement and Supplier shall be permitted to list Client in its client list. No Party shall make, or permit any person to make, any other public announcement concerning this Agreement or its contents without the prior written consent of the other Party.

7.   OWNERSHIP

7.1   Supplier represents to Client that it has obtained all necessary rights to provide the Data to Client; and Client acknowledges that all intellectual property rights in the Data are the property of Supplier or its licensors, as the case may be; that any goodwill generated out of the Data shall vest with Supplier and that Client shall have no rights therein; except as permitted in this Agreement.

7.2   Pursuant to Section 1, any permitted display of the Data by Client shall credit, Supplier or any other source of the Data specified by Supplier as the source.

7.3   If any third-party claim is made, or in Supplier's reasonable opinion is likely to be made, in relation to the use of the Data, Supplier may at its sole option and expense: (i) procure for Client the right to continue using, developing, modifying or retaining the Data (wholly or in part) in accordance with this Agreement; (ii) modify the Data (wholly or in part) so that they cease to be infringing; (iii) replace the Data with non-infringing items; or (iv) terminate this Agreement immediately by notice in writing to Client. Supplier shall refund any unused Fees but paid in advance by Client as at the date of termination on destruction of the Data, pursuant to Section 10.4. The remedy set forth in this Section 7.3 constitutes Client's sole and exclusive remedy and Supplier's only liability in respect of any such third-party claims.

8.   WARRANTIES

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS AND TERMS, WHETHER EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, SUPPLIER DOES NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS: (I) THAT THE SUPPLY OF THE DATA WILL BE ERROR-FREE, FREE FROM INTERRUPTION, OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION;(II) THAT

THE DATA ARE ACCURATE, COMPLETE, RELIABLE, SECURE, USEFUL, FIT FOR PURPOSE OR TIMELY; OR (III) THAT THE DATA HAS BEEN TESTED FOR USE BY CLIENT OR ANY THIRD PARTY OR THAT THE DATA WILL BE SUITABLE FOR OR BE CAPABLE OF BEING USED BY ANY PARTY.

9.   LIMITATION OF LIABILITY; LIABILITY CAP

9.1   Supplier shall not exclude or limit its liability for (i) fraud or fraudulent misrepresentation; (ii) gross negligence; or (iii) any matter which cannot be excluded by law. Unless prohibited by applicable law, Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any direct or indirect loss in connection with the Data, including but not limited to loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill; loss or corruption of data or information; loss of services, wasted expenditure, or any loss related to this Agreement. Subject to the aforementioned limitations and without limiting the foregoing, Supplier's total aggregate liability arising in connection with this Agreement shall in all circumstances be limited to the total Fees paid by Client during the twelve (12)-month period immediately preceding the claim or related set of claims.

9.2   Supplier shall not be liable for any delay in delivery of the Data that is caused by Client's failure to provide Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Data or Client's failure to comply with the terms of this Agreement.

10.   TERM AND TERMINATION

10.1   This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this Section 10, this Agreement shall continue for a one year period (the "**Initial Term**") and shall automatically renew for additional one year terms (each, a "**Renewal Term**"). Either Party may give written notice to the other Party, no later than ninety (90) days before the end of the Initial Term or the relevant Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.

10.2   Supplier may terminate this Agreement (wholly or in part): (i) with immediate effect by giving written notice to Client if Client: (i) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make that payment; or (ii) on written notice to Client at any time if Supplier discontinues or withdraws, in whole or in part, its provision of the Data in question to all subscribers of such Data, in such case, Supplier will use reasonable endeavors to give Client as much notice of the same as reasonably practicable, but any such termination will be without liability to Supplier.

10.3   Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement (or any part thereof) with immediate effect by giving written notice to the other Party if the other Party: (i) commits a material breach of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (ii) commits a series of breaches of this Agreement which when taken together have the impact or effect of or otherwise amount to a material breach.

10.4   On any termination or expiration of this Agreement, each Party shall as soon as reasonably practicable destroy (as directed in writing by the other Party) all data, information, software, and other materials provided to it by the other Party in connection with this Agreement including all materials containing or based on the other Party's Confidential Information; except to the extent prohibited by law or regulation; and for Client this obligation shall apply to the Data. Upon request of the other Party, Party shall confirm in writing that it has completed its obligations under this section.

10.5   Client agrees that Supplier has invested significant and substantial resources into the development of the Data and that Supplier shall have the right to seek injunctive relief for any breach of obligation under this Agreement.

10.6   On any termination of this Agreement for any reason or expiration, Client shall immediately pay any outstanding amounts and Fees owed to Supplier under this Agreement, and will ensure that there is no further use of the Data by Client or any customers, including but not limited to in any of Client's products, applications or services and to customers, provided that Client shall not be obliged to remove any derived data incorporated into them, provided such derived data was created in accordance with this Agreement before termination or expiry.

11.   ASSIGNMENT

Neither Party shall be permitted to assign the Agreement or any obligation or liability thereunder without the prior written consent of the other Party, except that any assignment by Supplier shall be permitted in the event of a corporate or business reorganization, provided that Supplier shall remain liable to Client for all obligations hereunder.

12.   FORCE MAJEURE

Except for any payment obligations as set forth in Section 4 of this Agreement, neither Party shall be responsible for any failure to fulfill any obligation for so long as, and to the extent to which, the fulfillment of such obligation is impeded by a force majeure event, and the affected Party has promptly notified the other Party of any circumstances which may result in failure to perform its obligations and uses commercially reasonable efforts to minimize the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible.

13. NOTICE

All notices and other communications under this Agreement will be made in writing and sent to the Parties at the addresses on the first page. Such notices will be sent by: (i) registered or certified first-class mail; (ii) email as a PDF attachment; (iii) courier or overnight service or personal delivery, and will be deemed received upon delivery or, in the case of email, at the time of transmission (or if this time falls outside business hours in the place of receipt, when business hours resume).

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law, without giving effect to conflict of laws principles. The Parties irrevocably agree that any dispute or claim arising out of this Agreement will be subject to the exclusive jurisdiction of English courts. Except as expressly provided in this Agreement, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

15. GENERAL

No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law, or a single or partial exercise of such right or remedy, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted without affecting the remaining provisions. This Agreement represents the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them, whether written or oral, relating to its subject matter. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives). Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all the counterparts shall together constitute the one Agreement. Delivery of a counterpart of this Agreement by email attachment shall be treated as original, fully binding and having full legal force and effect. Sections 3, 4, 5, 7, 8, 9, 10.4, 13, 14, and 15 shall survive termination of this Agreement.

Signed by **Bediss Cherif** for and on behalf of
CHALLENGER DEEP SAS

....
Chief Revenue Officer

Signed by **XXX** for and on behalf of **Client NAME**

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SCHEDULE 1 - DATA & FEES

1. **DATA**

[insert description of data packages]

2. **FEES**[1]

The annual fees equal XXXX for the usage of the Data, payable thirty (30) days after the Effective Date.

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[1] All Fees are based on a five (5) user limit per API key limit.