

Supernova Subscription Agreement

This Supernova Subscription Agreement (this “Agreement”) is made and entered into as of the date set forth in the Order Form (as defined below) (“Effective Date”), by and between ForNova and Customer (as such terms are defined in the Order Form). The exhibits to this Agreement are deemed an integral part thereto.

- License.** Subject to the terms and conditions set forth herein (including, without limitation, full payment of the applicable fees), ForNova hereby grants to Customer, and Customer accepts, a personal, nonexclusive, non-transferable (without the right to sub-license), non-assignable, fee bearing, fully revocable, limited license to access and make use of the services and the work product related thereto set forth in the ForNova Order Form executed by Customer and ForNova and attached hereto (the "**Order Form**" and the "**Services**" respectively) under the limitations herein and in the Order Form. The rights granted herein with respect to access to and use of the Services are solely for Customer's internal business purposes, for the Term (as defined below) and subject to Customer's compliance with the terms of this Agreement. Customer shall not present and/or display the data generated under the Services to any consumers.
- Title & Ownership.** The Services, including any revisions, corrections, modifications, derivatives, enhancements, updates and/or upgrades thereto (if any) and the related documentation and all right, title, interest in and to any of the foregoing and all intellectual property rights (including, without limitation, patents, copyrights, trade secrets, and trademarks) evidenced by or embodied in and/or attached/connected/related thereto, are and shall be owned exclusively by ForNova. This Agreement does not convey to Customer an interest in or to the Services, but only a limited right of use revocable in accordance with the terms hereof. The rights granted by this Agreement are limited to those expressly stated herein, no additional rights or licenses are being granted by implication or otherwise, and ForNova reserves all rights not expressly granted herein.
- Restrictions.** Except as expressly authorized herein, Customer shall not: (A) copy, adapt, vary, enhance, modify any portion of the Services, nor permit any person or entity to do so; (B) take any action designed to defeat the operation of any security measure incorporated in the Services; (C) publish, distribute, sell, disclose, market, sublicense, rent, assign (by operation of law or otherwise), use for service bureau purposes, lease, display, provide, transfer or make available the Services, or any portion thereof, to any third party; (D) use the Services in any manner not authorized by this Agreement; (E) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use; (F) allow any person or entity, other than Customer to access the Services; (G) "unlock", decompile, reverse engineer, disassemble or otherwise translate the Services or otherwise make any attempt to discover the source code of, modify, or create derivative works of the Services or any part thereof, nor permit any person or entity to do so; and/or (H) alter, remove or destroy any copyright notice or other proprietary notices included in the Services. Customer hereby covenants and agrees to: (i) Subject to the capacity limit set forth in the Order Form, limit access to and use of the Services solely to its employees who require access in connection with Customer's use of the Services, and (ii) take all reasonable precautions to prevent unauthorized or improper use or disclosure or use of the Services, and Customer will indemnify, defend, and hold harmless ForNova and its affiliates and their respective employees, shareholders and directors ("**Indemnified Parties**"), from any and all demands, claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) which result from any allegation against

any Indemnified Party arising from Customer's unlawful use of any data and/or information aggregated by the Services.

4. **Content.** Customer hereby grants ForNova and its affiliates a right and license to access, extract, use, store, host on its servers, and otherwise exploit data and content available on Customer's website ("Content"). Such license will apply to any form, media, or technology now known or hereafter developed.
5. **Fees and Taxes.** In consideration of the provision by ForNova to Customer of the Services, Customer shall pay the fees and other charges as set forth in the Order Form (the "Fees"). The Fees shall be invoiced and paid as set forth in the Order Form. All amounts due under this Agreement shall be paid in cash or cleared funds to the bank account specified from time to time by ForNova. Any payments not made by the applicable due date shall accrue interest at the rate of one and one-half percent (1½%) per month until full payment thereof. All amounts payable will be made without setoff or counterclaim, and without any deduction or withholding. All fees and charges payable by Customer are exclusive of applicable taxes and duties, including, but not limited to, VAT and applicable sales tax. Customer will provide ForNova any information ForNova may reasonably request to determine whether it is obligated to collect VAT or applicable sales tax from Customer, including Customer's VAT identification number. Customer shall pay to the relevant taxing authority and ForNova for any liability relating to such taxes and duties, other than taxes based upon Customer's net income. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer is responsible for providing ForNova with legally-sufficient tax exemption certificates for each taxing jurisdiction. ForNova will apply the tax exemption certificates to charges occurring after the date ForNova receives the tax exemption certificates. If any deduction or withholding is required by law, Customer will notify ForNova in advance and in writing and will pay ForNova any additional amounts necessary to ensure that the net amount that ForNova receives, after any deduction and withholding, equals the amount ForNova would have received if no deduction or withholding had been required. Additionally, Customer will provide ForNova with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. Customer retains the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information.
6. **Warranty Disclaimer. Disclaimer of Liability.** EXCEPT AS EXPLICITLY OTHERWISE SET FORTH HEREIN: (I) ANY USE BY CUSTOMER OF THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES IS AT CUSTOMER'S OWN RISK, (II) THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES ARE PROVIDED "AS IS," AND (III) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORNOVA DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, AND/OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SATISFACTORY QUALITY, SECURITY, NON-INFRINGEMENT, AVAILABILITY, TIMELINESS, ACCURACY, CORRECTNESS, COMPLETENESS, RELIABILITY, RESULTS, IN RESPECT OF THE SERVICES, CONTENT, WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES AND FORNOVA SHALL NOT BE LIABLE FOR ANY OF THE FOREGOING. FORNOVA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION

AGGREGATED BY THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES WILL OPERATE ERROR FREE, WITHOUT DELAY AND/OR OR IN AN UNINTERRUPTED AND/OR TIMELY FASHION, AND/OR THAT ANY DEFECTS OR ERRORS IN THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES WILL BE CORRECTED, AND/OR THAT THE SERVICES AND/OR ANY WORK PRODUCT THEREOF AND/OR ANY DATA AND/OR INFORMATION AGGREGATED BY THE SERVICES ARE SECURED FROM UNAUTHORIZED ACCESS.. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES.

7. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FORNOVA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR LOSS OF BUSINESS INFORMATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO FORNOVA AND REGARDLESS OF WHETHER FORNOVA HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES. FORNOVA'S CUMULATIVE, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY FORNOVA FROM CUSTOMER HEREUNDER DURING THE 6 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

8. **Confidentiality.** Each of the parties may be exposed to certain information concerning the other party and/or its business that is not generally known to the public, including information contained or relating to the Services and/or the terms and conditions of this Agreement (“**Confidential Information**”). The receiving party shall refrain from using or exploiting any and all of the Confidential Information for any purposes or activities other than for the performance of this Agreement. The receiving party shall (i) hold the Confidential Information in strict confidence and protect the Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose, but in no event less than reasonable means, and (ii) refrain from disclosing or facilitate disclosure of the Confidential Information to anyone, without the disclosing party's prior written consent, except to those of its employees and/or subcontractors with a need to know such information for the purposes of the performance of this Agreement whom are bound by confidentiality obligations no less restrictive than those set forth herein. The obligations under this Section 8 do not apply to any Confidential Information that receiving party can demonstrate: (i) receiving party possessed, without an obligation of confidentiality, prior to disclosure in connection with this Agreement; (ii) is or becomes public through no fault of receiving party; (iii) is independently developed by receiving party without use or reference of any Confidential Information; or (iv) is received by receiving party from a third party that does not have an obligation of confidentiality to the disclosing party. In any event, receiving party shall be responsible for any breach thereof by any of its said employees and/or subcontractors. If, in the reasonable opinion of its legal counsel, receiving party is required by law, regulation, rule, act, or order of any governmental authority, agency or court of law (“**Governmental Regulations**”) to be disclosed by receiving party, then receiving party may disclose such information to the

arbitrator, court or other governmental authority, as the case may be provided, however, that to the extent permitted under applicable law, receiving party gives the disclosing party written notice sufficiently in advance to permit the disclosing party to seek a protective order or other similar order with respect to the Confidential Information (and receiving party supports disclosing party's efforts to seek such protective measures) and, thereafter, receiving party discloses only the minimum Confidential Information required to be disclosed in order to comply with the Governmental Regulation, whether or not the disclosing party seeks or obtains any such protective or other similar order. Receiving party will promptly report to disclosing party any suspected or actual unauthorized use or disclosure of the Confidential Information that it becomes aware of and provide reasonable assistance to disclosing party in the investigation and prosecution of any such unauthorized use or disclosure. Notwithstanding anything to the contrary herein, the rights and obligations set forth in this Section, may be enforced by legal action seeking injunctive relief without posting a bond.

9. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for the initial term set forth in the Order Form (the "**Initial Term**"), unless terminated earlier in accordance with this Section 9. Thereafter, this Agreement shall automatically renew for successive terms of twelve (12) months each ("**Renewal Term(s)**"), and together with the Initial Term, the "**Term**"), unless either party notifies the other party in writing of non-renewal no less than sixty (60) days prior to the expiration of the applicable term. Notwithstanding the foregoing, either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of notice thereof. Without derogating from the above, Fornova may immediately terminate this Agreement if any assignment is made by Customer for the benefit of creditors, or if Customer is the subject of an involuntary local, state, or federal bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing, or if Customer files for voluntary bankruptcy, insolvency, or similar proceeding, or if Customer ceases its business operations or becomes unable to pay its debts when due, or enters into an agreement with its creditors providing for the extension or composition of debt. Upon termination or expiration of this Agreement for any reason: (i) the license granted to Customer in this Agreement shall expire, access to the Services shall be disabled by ForNova, and Customer shall discontinue all further use of the Services; (ii) Customer shall pay forthwith all amounts due and owing under this Agreement for the remainder of the applicable term and Customer shall not be entitled to a refund of any amounts paid hereunder, and (iii) Customer shall immediately cease using and return all property in its possession belonging to ForNova, including any and all data relating to the Services and any Confidential Information and all copies thereof and/or shall erase/delete any such data and information held by it in electronic form and shall confirm such deletion to ForNova in writing. Sections 2-10 shall survive any termination or expiration of this Agreement.
10. **Governing Law & Jurisdiction. Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of England (without regard to its principles of conflicts of law), and the competent courts of London, England shall have exclusive jurisdiction and venue to adjudicate any conflict or dispute arising out of or relating to this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties. Customer shall not assign this Agreement or any rights or obligations

hereunder, whether by operation of law or otherwise, without ForNova's prior written consent. Assignment shall be deemed to include (i) a sale or transfer of all or substantial part of the assets of Customer to any person; (ii) Customer being merged or consolidated with any other person; and/or (iii) a change of control of Customer. With the exception of payment obligations, neither party shall be liable to the other party for any delay or failure in performance, to the extent such delay or failure is due to causes beyond its reasonable control regardless of whether such causes could have been foreseen. Customer agrees that ForNova may identify Customer as a Customer of ForNova and use Customer's trademark and/or logo in promotional/marketing materials, press releases, and on ForNova's website for promotional purposes. This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. Except if explicitly otherwise set forth in an attachment or exhibit, in the event of any conflict between the main agreement and any attachments and exhibits thereto, the former shall prevail. This Agreement may be modified, amended, or supplemented, only in writing and signed by the duly authorized representatives of both parties. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (a) in person, (b) by overnight courier, upon written confirmation of receipt, (c) by certified or registered mail, with proof of delivery, or (d) by facsimile or e-mail, when receipt is electronically confirmed. Notices shall be sent to the address set forth herein.