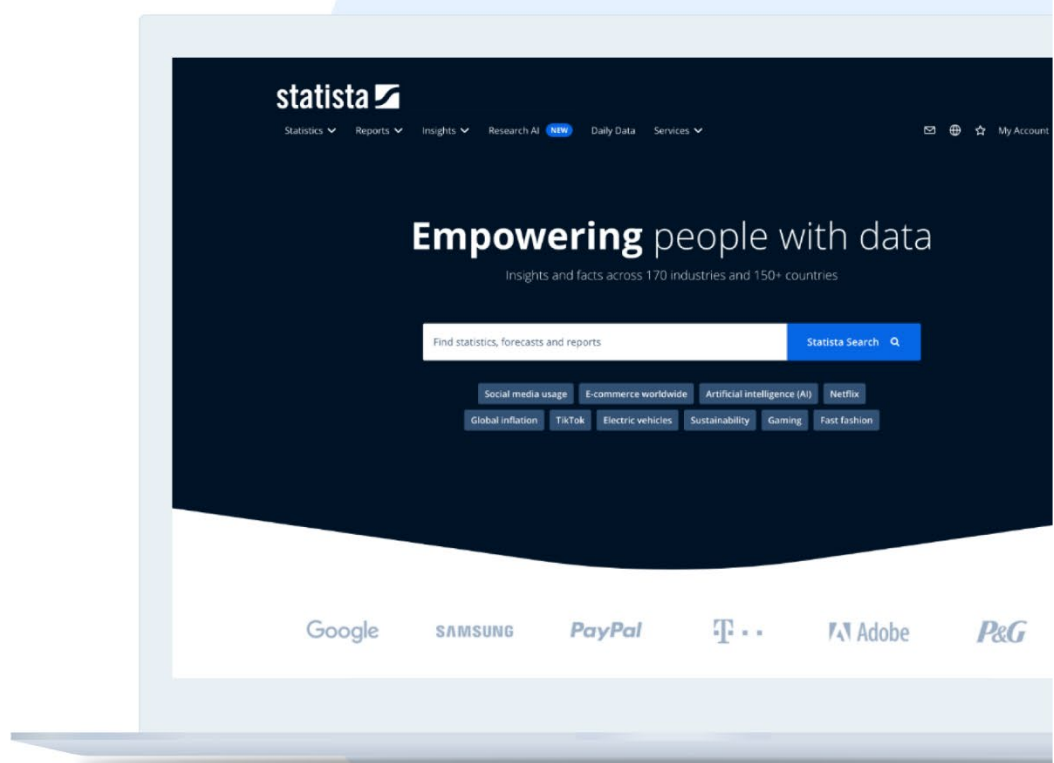


STATISTA

Master Service Agreement

Last updated: April 2025



statista 

This Master Services Agreement ("**Agreement**") is effective as of the date of acceptance ("**Effective Date**") and contains the complete and entire understanding and agreement between Statista Inc. ("**Statista**"), with a principal business address of 175 Greenwich St., 36th Floor, New York, New York 10007 and You ("**Client**") with respect to the subject matter hereof (the "**Agreement**") and will govern the use of Client's limited license and use of the online portal available at www.statista.com, (the "**Online Services**") and materials available therein (the "**Materials**") provided by Statista. This Agreement covers all users identified herein and any relevant Statement of Work (the "**SOW**") subject hereto.

1. Grant of Rights; Restrictions on Use

- 1.1. **Grant of Rights and Limited License.** Subject to the terms and conditions of this Agreement and payment of fees, Statista grants Client and Client's Authorized Users (as defined in Section 1.2 below) a nonexclusive, nontransferable, limited license during the Term of this Agreement and as more fully set forth on the relevant SOW, to access, use, and display the Online Services and Materials made available to Client.
- 1.2. **Authorized User.** "**Authorized User**" shall mean any Client employee, contractor exclusively working for Client, or current student who Client as specified in the SOW, permits to access and use the Online Services and Materials pursuant to Client's grant of limited license as set forth herein.
- 1.3. **Terms of Use.** Client and Client's Authorized Users agree to comply with the restrictions and use guidelines as set forth below:
 - (a) Client has the right to use, modify and/or publish limited excerpts and/or paraphrase the data derived from the Materials, in printed or electronic documents, charts, spreadsheets, files, reports, presentations, analyses or any other similar media (collectively an "**Approved Use**"), both internally and for audit and

regulatory purposes, consistent with Client's ordinary course of business provided that the Statista (or otherwise provided) copyright notice is affixed thereto and that no such excerpt, paraphrasing, or quotation shall (a) modify or alter the general impressions of the report or (b) imply sponsorship, approval, or endorsement by Statista (or third-party author as detailed in the applicable report)((a) and (b) collectively "**Prohibited Alterations**"). To the extent that Materials are authored, generated or otherwise developed exclusively by Statista or are open source (e.g. government data) as indicated in the Online Services (the "**Statista Materials**"), in addition to the foregoing rights, Client has an Approved Use externally (e.g. marketing), consistent with Client's ordinary course of business provided that there are no Prohibited Alterations. Except as permitted herein, this Agreement does not permit Client or Authorized Users to copy, duplicate, distribute, or create derivative works of the Online Services, Materials or Statista Materials. If Client wishes to use Materials externally that were authored, generated or developed by a third party and are aggregated by Statista in the Online Services, Statista will provide commercially reasonable assistance to Client (e.g. provide contact information for the third-party author, if available) so that Client may request permission directly from the third-party author for such use.

Client and Authorized Users may publish independent results or analysis based on the Materials. Notwithstanding the foregoing, Client may not publish, sell, or distribute for any external purposes the data in raw or undigested form or in any form that allows reverse engineering to recreate the data. Client may not use the Online Services or Materials in any way to improve the quality of any data sold or contributed by Client to any third party. Downloading and storing Materials in an archival database, decompiling, disassembling or reverse engineering the Materials is strictly prohibited. Notwithstanding the foregoing, Client and Authorized Users may download

and store Materials on their computers for individual use.

- (b) Client and Authorized Users may not use the Online Services and Materials in combination with an artificial intelligence tool to the extent doing so would: create a competing or commercial product or service for use by third parties; unreasonably disrupt the functionality of the Online Services and Materials; or reproduce or redistribute the original Online Services and Materials to third parties. Client and Authorized Users are explicitly prohibited from using the Online Services and Materials in combination with any third-party generative artificial intelligence tool except pursuant to an enterprise or API license under which the use of Online Services and Materials does not train the artificial intelligence tool or improve the third party's services. Further, any such use of the third-party generative artificial intelligence tool under these circumstances is limited to use in a controlled computing environment (e.g. ring fenced) operating under the Client's control; no data or Online Services and Materials are shared with third parties; and all Online Services and Materials are removed from the secure computing environment at the termination of this Agreement. Artificial intelligence tools may not be used without proper industry standard security standards to undertake, mount, load, or integrate the Online Services and Materials on Client's or Authorized Users' servers or equipment.

Client will inform its Authorized users of their obligations under this Agreement and relevant SOW in each instance. Client shall also monitor its Authorized Users use of the Online Services and Materials. In the event the Client becomes aware of any allegation of unauthorized use as described herein, the Client will immediately provide notification to Statista and will provide reasonable support in the investigation and resolution of the allegation.

- (c) Client agrees to inform its Authorized Users that use of the Online Services and Materials is subject to this Agreement. Client is responsible

for the conduct of each of its Authorized Users. Client will promptly notify Statista if Client believes that the integrity of an Authorized Users' identity, username(s) or password(s) has been compromised. Client will protect from unauthorized use or disclosure the login names and passwords of Authorized Users in the same manner that Client protect all other of Client's computer access codes, but no less than a reasonable standard of care. In the event Client terminates an Authorized User, or if an Authorized User no longer requires access to the Online Services and Materials, Client shall notify Statista promptly so that the relevant Authorized User's access to the Online Services may be disabled. Client further agrees to cooperate in reviewing and confirming in writing the name of the Authorized Users, from time to time, upon the request of Statista. Client may not have more Authorized Users than the number of Permitted Users (as defined in the relevant SOW).

- (d) Client may email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other lawful means (collectively, "Authorized Printouts") provided that Authorized Printouts retain all copyright(s), trademark(s) and other proprietary notices provided, in the same size and location as the original Authorized Printout.

- 1.4. Neither party shall use the name, trademarks, service marks, symbols, or logos of the other party without the express prior written consent of the other party.

- 1.5. 1.3 Client's Authorized Users may not use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of Statista or any third party. Client's use of the Online Services and Materials must comply with all laws, rules and regulations.

2. Confidentiality

Either party may, from time to time during the Term of the Agreement, disclose (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, and other confidential or proprietary information (**"Confidential Information"**). Regardless of whether so marked or identified, or the manner in which it is furnished, any information that may under the circumstances reasonably be considered confidential, proprietary or competitively sensitive, including but not limited to the terms and conditions of this Agreement, will be considered Confidential Information of the Disclosing Party. The Receiving Party agrees: (a) not to disclose the Disclosing Party's Confidential Information to any third parties other than to its directors, officers, employees, advisors or consultants (collectively, the **"Representatives"**) on a strict 'need to know' basis for the purpose of provision of the Services and provided that such Representatives are bound by written agreements to comply with confidentiality obligations at least as protective as those contained herein; (b) not to use or reproduce any of the Disclosing Party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (c) to keep the Disclosing Party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. The Receiving Party's obligations under this Section with respect to any Confidential Information of the Disclosing Party shall not apply if (a) such information was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. Notwithstanding the foregoing, if the Receiving Party is required by legal process or applicable law, rule, or regulation to disclose any of the Disclosing Party's Confidential

Information, then prior to such disclosure, if legally allowed, the Receiving Party will give prompt notice to the Disclosing Party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

Client shall return or destroy all Confidential Information and data obtained from the Online Services and Materials at Statista's written request, when such Confidential Information and data is no longer needed, or thirty (30) days following termination of this Agreement. Upon request by Statista, Client shall provide written certification that all such Confidential Information and data obtained from the Online Services and Materials has been returned or deleted.

3. Intellectual Property

- 3.1. To the extent applicable, each party owns and shall retain all rights, title and interest in and to its Intellectual Property, and nothing in this Agreement or a SOW shall be deemed to grant any license or rights to Client. **"Intellectual Property"** shall mean all worldwide rights in and to intellectual property, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents, trademark, or copyrights, and including without limitation, patent applications, trade secret, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a party.
- 3.2. All right, title, and interest in the Online Services and Materials belongs to Statista or its third-party suppliers of Materials. Authorized Users do not acquire any interest except the limited rights granted herein.

4. Access to Online Services

- 4.1. Only Authorized Users are eligible to access/use the Online Services and Materials.
- 4.2. Statista may amend, enhance, add to, withdraw, or otherwise change Online Services, Materials, and feature functionality within the Online Services without notice to Client. Such modifications shall be effective immediately. Client shall have the right to terminate this Agreement and receive a pro-rata refund of any prepaid fees if any such change to the Online Services or Materials results in a material decrease in functionality.

5. Limited Warranty and Indemnification

- 5.1. Statista represents and warrants that it has the right and authority to make the Online Services and Materials available to Authorized Users as authorized by this Agreement.
- 5.2. **CLIENT AGREES THAT THE USE OF THE ONLINE SERVICES IS AT CLIENT'S AND CLIENT'S AUTHORIZED USER'S SOLE RISK AND CLIENT ACKNOWLEDGES THAT, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED "AS IS", AND "AS AVAILABLE" AND THAT STATISTA AND EACH THIRD-PARTY SUPPLIER OF MATERIALS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ONLINE SERVICES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND STATISTA SHALL HAVE NO LIABILITY THEREFORE. STATISTA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.**
- 5.3. Client represents and warrants that its Authorized Users shall use the Online Services and Materials in accordance and compliance

with this Agreement and applicable SOW. Client agrees, at its own expense, to indemnify, defend and hold harmless Statista, its suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all loss, damage and expense, including reasonable attorney's fees, arising from any and all third-party claims that arise out of Client's and Client's Authorized User's use of the Online Services and Materials in violation of this Agreement.

6. Limitation of Liability

- 6.1. **UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL STATISTA BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY; PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE AGREEMENT.**
- 6.2. **TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF STATISTA IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE USE OF THE ONLINE SERVICES, MATERIALS, OR THIS AGREEMENT EXCEED THE AMOUNT CONTRACTED FOR IN THE RELEVANT SOW.**
- 6.3. The Parties shall provide immediate notice of any allegation of a material breach of this Agreement pursuant to Section 7 of this Agreement. The breaching party shall resolve the alleged breach within thirty (30) days of receipt of Notice of the same. If the alleged breach remains uncured upon expiration of the thirty (30) days, either party may terminate this Agreement for cause with no additional waiting period. At Statista's option, Statista's sole responsibility for the breach of this Agreement shall be, to repair or replace the breaching

services. Statista shall have no obligations under the warranty if Client does not provide Statista with timely notice of the claimed breach of warranty.

7. Term & Termination Policy

7.1. Term. This Agreement is effective as of the Effective Date and shall automatically renew pursuant to the terms of the relevant SOW and described in Section 7.2.

7.2. Auto Renewal. YOUR INITIAL SUBSCRIPTION AS SET FORTH IN THE RELEVANT SOW OR DESCRIBED IN THE STATISTA.COM CHECKOUT PROCESS WILL CONTINUE AFTER THE INITIAL CONTRACT LENGTH AND AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS UNLESS YOU CANCEL YOUR SUBSCRIPTION, OR YOUR ACCOUNT IS OTHERWISE SUSPENDED OR TERMINATED PURSUANT TO THIS AGREEMENT. TO CANCEL YOUR SUBSCRIPTION CALL (914) 619-5895 OR EMAIL: AUTORENEWAL-SUBSCRIPTION@STATISTA.COM.

STATISTA RESERVES THE RIGHT TO CHANGE THE TERMS OF YOUR SUBSCRIPTION EFFECTIVE AS OF THE BEGINNING OF YOUR NEXT BILLING PERIOD FOLLOWING THE DATE OF THE CHANGE. STATISTA WILL GIVE YOU ADVANCE NOTICE OF SUCH CHANGES.

Statista will provide notice via email to the Client's primary point of contact at the time of signing and to the email address identified by the Client in Section 7.5 herein, thirty (30) days before the end of a current term, and unless you choose to cancel a new term will commence on the first day following the end of the current term. If you choose not to cancel before the new term commences, Statista will charge any credit card we have on file at the beginning of the next term. In the event of a failed attempt to charge to your credit card Statista may suspend or cancel your access to the Online Services and Materials. Statista also reserves the right to pursue any amounts you

fail to pay in connection with your Subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

7.3. Termination. Either Party may terminate this Agreement or any relevant SOW at any time.

7.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified registered mail or via electronic mail. Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

To Statista:

Statista Inc.

Attn: Legal Department 175 Greenwich St.,
36th Floor New York, NY 10007

legalnyc@statista.com

Via E-Mail:

legalnyc@statista.com

To Client:

To the address reflected on the applicable SOW.

8. Invoicing and Payments

8.1. Statement of Work. Statista will create a SOW setting forth, at a minimum, Online Services and Materials being contracted for, the Term of the SOW relating to the use of those Online Services and Materials, the costs and fees associated with the related Online Services and Materials, payment terms and other relevant business terms and conditions.

8.2. Purchase Order. Client will provide Statista with a relevant Purchase Order as required by

Client. Statista will include a proper reference to the Purchase Order on the relevant invoice when required.

- 8.3. Payment.** Payment terms are set forth on the applicable SOW. Payment terms shall be Net 30 from date of invoice for any SOW not indicating payment terms. All invoiced amounts and payments shall be in USD.
- 8.4. Refunds.** All payments are non-refundable.
- 8.5. Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Statista's income.
- 8.6. Non-Payment.** Client's failure to properly pay any invoice subject to the terms and conditions of this Agreement and relevant SOW will be considered a material breach hereof. At Statista's sole discretion, Statista reserves the right to immediately terminate Client's access to the Online Services and Materials and pursue the collection of any costs and fees due and owing at the time of breach. Client will be responsible for any and all collection costs including any reasonable attorney fees incurred by Statista in its effort to collect on any outstanding balance.

9. Miscellaneous

- 9.1.** Client represents that: (a) Client nor any of its respective officers, directors, shareholders, partners, members or affiliates is not and has never been listed or named as a Blocked Person, (b) Client is not and has never been acting directly or indirectly for, or on behalf of, any Blocked Person and c) Client nor any of its respective officers, directors, shareholders, partners, members or affiliates does not and will not conduct any business with a Blocked Person. "Blocked Person" means any person, group, entity or nation designated by the United States Treasury Department as a terrorist or a "Specially Designated National and Blocked Person," or that is a banned or blocked person, entity, nation under any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control.
- 9.2. Force Majeure.** In no event shall Statista be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Statista's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, epidemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.
- 9.3.** The failure of an Authorized User, Statista, or any third-party supplier of Materials to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.
- 9.4. Data Protection and Privacy.** Statista agrees to comply with its own obligations to applicable data protection laws. Statista further hereby incorporates its Data Protection and Privacy Policy herein. The Data Protection and Privacy Policy can be found at statista.com/imprint/#privacy
- 9.5. Assignability.** Neither party may assign this Agreement without prior written consent of the other party. This Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

9.6. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York without giving effect to principles of conflicts of law. Except for the right of either party to seek an injunction or other equitable relief in any court of competent jurisdiction to maintain the status quo or prevent irreparable harm, the parties hereto agree to enter into good faith negotiations to resolve any dispute, claim or controversy at law or equity that arises out of or is related to this Agreement or the Subscription to the Online Services and Materials (each, a "Claim"), for a period of thirty (30) days from the date the Claim arose. If such negotiation is unsuccessful, any Claim under this Agreement shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall take place in New York, New York. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. **ANY CLAIMS UNDER THIS AGREEMENT SHALL PROCEED INDIVIDUALLY AND NO PARTY SHALL JOIN IN A CLASS ACTION OR OTHER PROCEEDING WITH OR ON BEHALF OF OTHERS.**

9.7. This Agreement will be enforced to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed, and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

9.8. The provisions of Sections 1, 2, 3, 4, 6 and 7.3 shall survive expiration or termination of this Agreement.

9.9. The headings to the Sections of this Agreement are provided for convenient reference only and should not be interpreted as limiting the content of the sections or affecting the validity of this Agreement.

9.10. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.11. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, SOW's, amendments, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

9.12. Order of Precedence. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, SOW's, amendments, and any other documents incorporated herein by reference, the following order of precedence governs: 1.) this Agreement with Exhibits, as amended; 2.) relevant SOW; 3.) any other documents incorporated herein by reference.

9.13. Counterparts. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

9.14. By signing this document, the individuals signing below hereby represent and warrant that they have the legal authority to bind the party on whose behalf they are signing to the terms of this Agreement.