

FOR AFFILIATE PARTNERS

## Everything a company sees before it signs.

When you introduce a business to Mode, this is the package they work from: what their data is used for, how the process runs, how their data is protected, how offers are set, and the exact agreements they sign. Read it so you can answer questions with confidence, and share it with any company you introduce.

### Mode Mobile, LLC

d/b/a mode.inc, a Delaware LLC, is the buyer and signs every agreement

### 100M

monthly active users across Mode's apps and devices

### 70,000

investors in Mode

## Three things you can tell any company.

### One fixed price

Mode is the buyer and pays the company directly. No broker, no fee, no commission, and nothing taken from their number. Your referral fee is paid by Mode on top.

### Nothing moves first

Nothing leaves the company's systems until a data license agreement is signed, and only the systems it lists are included.

### Privacy with sign-off

Sensitive material is removed and PII is transformed. The company can review a de-identified sample, and the raw upload is deleted within 120 days.

## What is inside.

| SECTION                                                  | PAGES              |
|----------------------------------------------------------|--------------------|
| A real signed company                                    | 2                  |
| How the program works for the company                    | 3 to 10            |
| Appendix A: Non-binding Letter of Intent with Mutual NDA | After page 11      |
| Appendix B: Data License Agreement                       | Follows Appendix A |

### A note on advice

Affiliates describe the program; they do not advise companies on the agreements, their data rights or how the data will be used. Point those questions to Mode, and encourage every company to have its own counsel review the agreements.

# A deal Mode has signed.

A marketing company that has signed Mode's data license agreement. The company's name and location are withheld for confidentiality.

## Marketing company

Full operating record, six years of history

LICENSING PRICE

**\$980,000**

**About 90**

FULL-TIME STAFF

**6 yrs**

OPERATING

**10**

DATA SOURCES

**About 58 TB**

DATA VOLUME

**\$58,800**

REFERRAL FEE

Staff peaked at about 135. The referral fee shown is what an affiliate would earn at the base tier: 6% of the licensing price, since that is more than the \$50,000 minimum.

## What was in the record.

| SOURCE                 | SIZE        | WHAT IT HOLDS                                                                                                                    |
|------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------|
| Google Drive           | 44 TB       | Working files, including about 25 TB of design images                                                                            |
| Monday.com             | 6.1 TB      | Project and work management                                                                                                      |
| Gmail                  | 3.8 TB      | Email with clients, vendors and the team                                                                                         |
| Fathom                 | About 2 TB  | Meeting recordings and transcripts                                                                                               |
| AWS S3                 | 1.7 TB      | 423,282 files of print artwork, rendered PDFs and design imagery                                                                 |
| HubSpot                | 300 GB      | 176,962 contacts, 111,405 companies, 77,941 deals, 147,271 tickets and 2,616,227 logged emails, calls, meetings, notes and tasks |
| Slack                  | 100 GB      | 3,855,551 messages across channels, group chats and direct messages                                                              |
| Calendar               | 100 GB      | Meetings and scheduling                                                                                                          |
| Google Photos          | 1 GB        | Photos                                                                                                                           |
| Facebook and Instagram | About 50 MB | Social accounts                                                                                                                  |

## Why a record like this is valuable

The same client work shows up across systems: a deal and its 2.6 million logged touchpoints in HubSpot, the conversation in Slack and Gmail, the project in Monday.com, the meeting in Fathom and the finished artwork in Drive and S3. That connected history, not the raw terabytes, is what AI developers pay for.

## FOR BUSINESS OWNERS

# What your data is actually used for.

Most owners hear "AI companies want your data" and picture something invasive. The reality is narrower and far less alarming. Once you see what is actually being learned, it gets easier to think about.

## The short version

AI systems are being trained on **the steps between your systems**: how an email comes in, how it works with your scheduling, how it lands in your records, so that one day the manual re-keying disappears and every system updates at the touch of a button. It is learning the shape of the work. It is not learning your customers.

## The seam between systems is the valuable part.

Think about one ordinary job at your company. A request arrives by email. Someone reads it, decides what it means, and opens the scheduling system. They book something, update a record, send a confirmation, and three days later they correct one detail because the customer changed their mind.

Every one of those systems already sells software that handles its own piece. What no software has ever seen is the *connective tissue*: the judgment that moved the work from one system to the next. That only exists inside companies that do the work.

That connective tissue is what an AI agent needs in order to do the stitching itself one day. It is the difference between a tool that stores your appointments and a tool that books them, updates the record and sends the confirmation without anyone re-typing anything.

So what is being trained on your operating history is, more or less, the thing that would eventually help a business like yours.

## What is learned, and what is not.

### WHAT THE MODEL LEARNS

- How a request becomes a decision, a job and a completed outcome
- Where experienced people make judgment calls, and what they weigh
- How exceptions get handled and how mistakes get corrected
- How information moves between systems never designed to talk to each other

### WHAT IT DOES NOT LEARN

- Who any particular person is: sensitive material is removed and PII is transformed before anything leaves Mode
- Your customer list, as a list to sell or market to
- Anything retrievable as a record. This is not a search index of your business
- Your competitive position. Nothing in the result traces back to you

## Your business is one voice in a very large chorus.

AI systems are trained across thousands of companies. They are not learning your business; they are learning what this kind of work looks like in aggregate.

# Why work with Mode.

Mode.Inc acquires and runs businesses. We buy operational data directly from the companies that produce it, and we built this process on our own companies first.

### We are the buyer

Mode makes you one fixed offer and pays you directly. No broker, no fee, no commission, and you never negotiate with an AI company.

### We've done it ourselves

We have sat on your side of the table. Our own operating companies went through this process before we offered it to anyone else.

### We do the heavy lifting

Step-by-step export guides, a secure upload, sensitivity removal and delivery. Your team spends a few hours; your business keeps running as it does today.

## Who qualifies for a full operating record.

Volume isn't the rare part; a connected, well-owned history is. These are the minimums for a full offer.

| REQUIREMENT               | MINIMUM                                                                                                           |
|---------------------------|-------------------------------------------------------------------------------------------------------------------|
| Full-time US office staff | 20+ for most businesses · 10+ for accounting firms · 6+ for law firms                                             |
| Where your team is        | More than 50% of staff in the US                                                                                  |
| Operating history         | 3+ years, with those years of records still in your systems                                                       |
| Systems                   | At least 5: email, internal chat, file storage, CRM, plus one more (finance, calls, or a work or operations tool) |
| Ownership                 | Your company owns the records in those systems                                                                    |

# What a full operating record includes.

For now, Mode buys one thing: a company's full operating record. The more of these groups you run on, and the longer the history, the more it is worth.

| GROUP               | TYPICAL SYSTEMS                                                                                        | WHAT IT HOLDS                                                  |
|---------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Email and calendar  | Google Workspace, Microsoft 365                                                                        | Conversations with customers, vendors and each other; meetings |
| Files and documents | Google Drive, SharePoint and OneDrive, Dropbox, Box, S3, office file servers                           | Contracts, proposals, designs, photos, spreadsheets            |
| Chat                | Slack, Microsoft Teams, Google Chat                                                                    | The informal record of decisions and problems                  |
| Calls and meetings  | Zoom, Fathom, RingCentral, Dialpad, CallRail                                                           | Recordings and transcripts of real conversations               |
| Customer and sales  | HubSpot, Salesforce, industry CRMs                                                                     | Contacts, deals, tickets, every logged interaction, outcomes   |
| Money               | QuickBooks, Xero, billing tools                                                                        | Invoices, payments, disputes, the financial truth              |
| Work and operations | monday.com, Asana, Trello, ClickUp, ServiceTitan, Jobber, practice management tools, code repositories | How the work was planned, done and delivered                   |

## Why the full record, not a slice

The value is in how things connect. A CRM export on its own is a spreadsheet. The conversation that changed the record, the invoice that followed and the correction two weeks later, connected, is what AI developers need. Asking for the full history isn't overreach; it is the only version that works.

# What happens, step by step.

From first conversation to payment. Typically 2 to 3 months from first call to the company being paid.

## A Qualify and agree

About 1 to 2 weeks

- 1 **Introductory call**  
Thirty minutes, high level: one customer journey, the systems it crosses, and your questions. No data, logins or system access.
- 2 **Non-binding letter of intent with a mutual NDA**  
Signed right after the first call. Holds your place for 14 days while we prepare your final offer and keeps both sides' information confidential. It carries no price and commits you only to not shopping the data for those 14 days.
- 3 **Intake form**  
You tell us what exists: systems, approximate volumes, years of history and headcount. Rough numbers are fine, and the NDA covers everything you share.
- 4 **Indicative range**  
We tell you what companies like yours are offered, based on your intake.
- 5 **Final offer and data license agreement**  
One fixed price, with the systems and date ranges in scope written down. This is the point of commitment, and we recommend your own counsel reviews it.

## B Upload, review and sensitivity removal

About 4 to 6 weeks

- 6 **Secure upload**  
Within 10 days of signing, your team exports copies of the agreed systems and uploads them through Mode's secure upload, with our step-by-step guides. Your systems keep running; an export makes a copy and leaves the original untouched.
- 7 **Review and sensitivity removal**  
Mode has up to 45 days to review the data against what your intake described. Sensitive material is removed and PII is transformed, and you can ask to see a de-identified sample before anything is shared.

## C Payment

Within 30 days of your invoice

- 8 **You're paid**  
Once Mode accepts the data, you invoice and Mode pays the agreed price within 30 days. You keep your originals throughout.

**When am I committed?** When you sign the data license agreement at step 5, and not before.

**Do I lose access to my data?** No. Every export is a copy. Your systems and originals stay untouched.

**Who pays me?** Mode, directly. One fixed price, no fee or commission.

**Do I share any passwords?** No. Your team exports and uploads the copies; Mode never logs into your systems.

# What you sign, and what it means.

## First, a word about lawyers

Licensing data for AI training is new enough that the law has not fully caught up, and most attorneys have not seen an agreement of this kind. Expect questions, and expect some of the language to look unfamiliar even to very good counsel. That is not a sign something is wrong with the deal. It is a sign the category is young. Here is what each document does.

## The letter of intent holds your place

It is non-binding. It carries no price and no list of systems, because those are set after we have reviewed your intake. It does two things: for 14 days you agree not to offer the same data to anyone else while we prepare your final offer, and a mutual NDA attached to it keeps both sides' information confidential. Either side can walk away before the license agreement is signed.

## The data license agreement is the deal

It sets the fixed price, the systems and date ranges in scope, the process and the payment terms. Nothing is uploaded until it is signed, and only the systems it lists are included. Both documents are reproduced in full at the back of this package.

## One fixed price

Mode is the buyer. You sign with Mode, you are paid by Mode, and you never negotiate with an AI company. There is no fee, no commission and nothing taken from your number.

# What you keep, and what Mode receives.

## You keep

- Your original data and systems, untouched
- 100% ownership of your company
- Say over which systems are included
- The right to walk away before signing

## Mode receives

- A filtered copy of the systems you agree to
- A license to use it for AI training and research
- Only records your company owns
- Your commitment not to license the same data elsewhere for 24 months

## Why so much of it runs on good faith

Notice the shape of the deal: Mode commits to a price for records it has not yet seen, and you deliver before you are paid. Each side extends trust in the opposite direction. That is why the agreement sets the scope in writing up front and the payment term at the end, rather than a simultaneous exchange.

# Why the agreement comes before the export.

This is the question owners ask most, and it is a fair one. Nobody wants to hand over their records to a company they met three weeks ago. Here is why the sequence works the way it does, and what happens at each step.

## The order is not a convenience. It is the responsible order.

We cannot remove sensitive material from data we do not have, and we should not hold your data without a signed agreement that says exactly what we may do with it. So the agreement comes first, then the export, then the check, then sensitivity removal.

### 1 Agreement

The data license agreement sets out which systems and date ranges are in scope and what Mode may do with the copy. Before it is signed, nothing leaves your systems and we hold nothing.

### 2 Secure upload into a controlled environment

Your team exports copies from your own systems and uploads them through Mode's secure upload. No passwords are shared with anyone. The data is encrypted in transit and at rest and handled by the smallest number of people needed to do the work.

### 3 Integrity check

Before anything is changed, we verify that what arrived matches what your intake described: the right systems, the right date ranges, nothing missing and nothing extra.

### 4 Sensitivity removal, with your sign-off

Sensitive material is removed and PII is transformed. This is not a blanket redaction: a generic scrub would black out the very connections that make a company's record worth anything. Identities do not survive it; the workflow does. You can ask to review a de-identified sample before the data is shared, and the raw upload is deleted within 120 days.

## Built on our own companies first

Mode acquires and operates businesses, and we put our own operating companies through this process before offering it to anyone else. The safeguards here are the ones we wanted for ourselves.

# How your offer gets set.

There is no sticker price, because no two operating histories are alike. Four things drive what a record is worth, the same four the intake form captures.

## 1 People, today and at your peak

How many full-time people work in your systems today, and how many at your busiest. More people means more interactions, handoffs and decisions captured. A company that once ran 90 people leaves a richer record than one that never passed 20.

## 2 Years of records

Not years in business, but years of records still accessible. Time produces seasonal patterns, recurring exceptions and enough repetition of the same work to learn from.

## 3 Number of systems

Email, chat, files, CRM, calls, accounting, operations. One source is a spreadsheet. Six sources describing the same job is a workflow, and the connections between them are where most of the value sits.

## 4 Volume across those systems

Total size, and the record counts underneath it: deals, tickets, messages, invoices, calls, files. Volume comes last: a dense record from six connected systems beats a huge store of loose files.

## What companies are typically offered.

| FULL-TIME US STAFF                      | INDICATIVE OFFER    |
|-----------------------------------------|---------------------|
| 20 to 49                                | \$200K to \$500K    |
| 50 to 149                               | \$400K to \$900K    |
| 150+                                    | \$800K+             |
| Law and accounting firms under 20 staff | Quoted individually |

Indicative ranges, not offers. Your offer follows a review of your intake. No offer, value or transaction is guaranteed.

### WHAT RAISES THE NUMBER

- Records that carry outcomes: won or lost, resolved or escalated, completed or corrected
- The same job visible across several systems, so the chain can be followed end to end
- A mix of formats describing the same event: messages, calls, documents, records
- Clean ownership, with nothing licensed from a vendor under restrictive terms

### HOW THE NUMBER IS SET

Once the letter of intent is signed, you complete the intake and we give you an indicative range. We then review your systems and issue one fixed offer, written into the data license agreement.

You will know the number before you commit. We never ask anyone to start work on an unpriced deal.

# If this sounds worth exploring, the next step is small.

A thirty-minute conversation, high level, no preparation. You will know quickly whether your business is a fit. If it isn't, we will say so on that call rather than after you have done any work.

## WHAT WE WILL ASK ABOUT

- One important customer or work journey, start to finish
- The systems that journey crosses
- Roughly how many people work in those systems, now and at your busiest
- How far back your records go

Rough numbers are fine. We verify exact figures later.

## WHAT WE WILL NOT ASK FOR

- Logins or access to any system
- Raw data, exports or recordings
- Confidential documents
- Any commitment on the call

Please don't send any of these ahead of time. We don't need them and don't want them.

## Start a conversation

Visit [data.mode.inc](https://data.mode.inc) or email [partnerships@mode.inc](mailto:partnerships@mode.inc) to set up a first call.

**[data.mode.inc](https://data.mode.inc) · [partnerships@mode.inc](mailto:partnerships@mode.inc)**

## A note on what comes next

The pages that follow are the letter of intent and the data license agreement, exactly as companies sign them.

# The agreements, in full.

These are Mode's current standard documents, reproduced exactly as companies receive them. Blanks such as the company name and purchase price are completed for each company.

## A Non-binding Letter of Intent with Mutual NDA

Signed right after the first call. Holds the company's place for 14 days while Mode reviews its intake and prepares a fixed offer. Only the exclusivity, confidentiality, costs and governing law sections are binding, and the attached mutual NDA protects both sides' information.

## B Data License Agreement

The deal itself. The company uploads the agreed data within 10 days of signing, Mode reviews it within 45 days, and Mode pays within 30 days of the company's invoice once the data is accepted. It also covers the optional sample review, data security, deletion of the raw upload within 120 days, and the 24-month commitment not to license the same data elsewhere.

## Questions about the terms

Send any question a company has about the agreements to [partnerships@mode.inc](mailto:partnerships@mode.inc). Mode answers it directly, so you never have to interpret a contract on Mode's behalf.

# Non-Binding Letter of Intent

Between **Mode Mobile, LLC (d/b/a mode.inc)**, a Delaware limited liability company ("Mode") and \_\_\_\_\_ (the "Company").

This letter records the parties' intent to explore a data partnership. Except for the sections marked as binding and Exhibit A, it is a statement of intent only.

## 1. Proposed transaction

Mode intends to license a prepared copy of the Company's operational records (the "Data") for use in AI training and research. The price, the systems and date ranges in scope, the process and the payment terms will be set out in a final offer and a definitive data license agreement after this letter is signed. The Company keeps its original data and systems and continues to operate as it does today.

## 2. Exclusivity (binding)

For 14 days from the date this letter is signed by both parties, the Company will not offer, license, sell or negotiate the licensing or sale of the Data, or any substantially similar data, with any party other than Mode.

## 3. Confidentiality (binding)

The parties agree to the Mutual Non-Disclosure Agreement attached as Exhibit A (the "NDA"), which forms part of this letter and is accepted by signing below. The NDA covers the terms of this letter and all non-public information the parties exchange while evaluating the proposed transaction, and it continues after this letter expires.

## 4. Non-binding nature

Except for Sections 2 through 7 and Exhibit A, this letter is not binding. Neither party is obligated to complete any transaction unless and until a definitive data license agreement is signed by both parties. Either party may end discussions at any time before then. Neither party has any obligation to negotiate, or to continue negotiating, in good faith or otherwise, and neither party is relying on this letter in incurring costs or forgoing other opportunities. No agreement on the proposed transaction will arise from any course of dealing, partial performance or otherwise unless and until a definitive data license agreement is signed by both parties.

## 5. Costs (binding)

Each party pays its own costs in connection with this letter and the proposed transaction.

## 6. Term and governing law (binding)

This letter expires 14 days after it is signed by both parties unless extended in writing by both parties. Sections 3, 4, 5 and 7 and Exhibit A continue after it expires. This letter, including Exhibit A, is governed by the laws of the State of Illinois. Each party submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any dispute arising out of this letter, including Exhibit A.

## Signatures

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By signing, each party agrees to this letter, including the Mutual Non-Disclosure Agreement in Exhibit A.

**Mode Mobile, LLC (d/b/a mode.inc)**

Signature: \_\_\_\_\_

Name: Dan Novaes

Title: CEO

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

**Company legal name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT A

# Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "NDA") is between Mode and the Company named in the Letter of Intent to which it is attached (the "Letter"). It takes effect on the date the Letter is signed by both parties (the "Effective Date"). Each party may be a "Discloser" when it shares information and a "Recipient" when it receives it.

### 1. Purpose

The parties will share information only to evaluate and negotiate a possible license of the Company's operational records to Mode (the "Purpose").

### 2. Confidential Information

"Confidential Information" means non-public information a Discloser shares with a Recipient for the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. For the Company, this includes descriptions of its systems, record volumes, customers, employees and finances, and any sample records. For Mode, this includes its offers, pricing, contract terms, processes, technology, customers and partners. The terms of the Letter and the fact that the parties are in discussions are Confidential Information of both parties.

### 3. Exclusions

Confidential Information does not include information that the Recipient can show (a) is or becomes public through no fault of the Recipient; (b) the Recipient already knew without a duty of confidentiality; (c) the Recipient receives from a third party with no duty of confidentiality; or (d) the Recipient develops independently without using the Discloser's Confidential Information.

### 4. Obligations

The Recipient will (a) use Confidential Information only for the Purpose; (b) protect it with at least the care it uses for its own similar information, and no less than reasonable care; and (c) share it only with its employees, contractors, advisors, financing sources and service providers (including, for Mode, providers that help it evaluate or prepare data) who need it for the Purpose and are bound by confidentiality obligations at least as protective as these. The Recipient is responsible for their compliance with this NDA. Mode may also disclose the fact of the discussions, the status of the proposed transaction and any amounts paid to the Company to the person who introduced the Company to Mode, if that person is bound by written confidentiality obligations to Mode.

### 5. Required disclosure

If law, regulation or court order requires the Recipient to disclose Confidential Information, it may disclose only what is required, after giving the Discloser prompt notice where legally allowed so the Discloser can seek protection.

### 6. Relationship to the data license agreement

Neither party is required to share any particular information under this NDA, and this NDA does not cover delivery of the Company's Data. Any delivery, license or use of the Data will be governed only by the definitive data license agreement, if one is signed, which will control over this NDA for the Data and the transaction it covers. Before a definitive data license agreement is signed, the Company will not share personal information about any individual with Mode unless Mode requests it in writing, and any

sample records the Company shares will be de-identified or synthetic. Mode may delete any personal information it receives in breach of this Section.

#### **7. Return or deletion**

On written request, or when discussions end, the Recipient will delete or return the Discloser's Confidential Information, except copies kept in routine backups or as required by law or its compliance policies, which remain subject to this NDA.

#### **8. No license, warranty or obligation**

Confidential Information remains the property of the Discloser. No license is granted except to use it for the Purpose. Confidential Information is provided as is, without any warranty. Neither party is obligated to enter into any transaction. This NDA does not restrict either party from evaluating, acquiring or licensing data from others, including the other party's competitors, or from developing similar products or services, as long as it does not use the other party's Confidential Information.

#### **9. No publicity**

Neither party will use the other's name in connection with the proposed transaction in any public statement, marketing material or customer list without the other's written consent.

#### **10. Term**

This NDA lasts two (2) years from the Effective Date. Each Recipient's obligations continue for two (2) years after it ends and, for trade secrets, for as long as they remain trade secrets under applicable law.

#### **11. Remedies**

Unauthorized use or disclosure may cause harm that money alone cannot fix, so the Discloser may seek an injunction or other equitable relief, in addition to any other remedy, without posting a bond where permitted.

#### **12. General**

This NDA is governed by the law named in Section 6 of the Letter. It is the entire agreement between the parties on its subject and replaces any earlier confidentiality agreement between them for the Purpose. It may be changed only in writing signed by both parties and may be signed electronically and in counterparts.

#### **Signing**

This NDA is accepted by signing the Letter. No separate signature is needed.

# Data License Agreement

This Data License Agreement (the “Agreement”) is entered into by and between \_\_\_\_\_ (“Licensor”) and Mode Mobile, LLC (d/b/a mode.inc), a Delaware limited liability company (“Licensee”) as of the date it is fully executed by the parties (the “Effective Date”). The Agreement consists of the terms and conditions set forth below and any Exhibits or attachments (which are hereby incorporated by this reference). The parties agree as follows:

## 1. Data

**1.1 Data Collection and Delivery.** Licensor shall collect the data described on Exhibit A and deliver it to Licensee by uploading it through the secure upload method provided by Licensee (the “Data”), in accordance with the terms and conditions of this Agreement.

**1.2 License Grant; Non-Exclusive.** Subject to the terms and conditions of this Agreement, inclusive of Licensee’s payment obligations hereunder, Licensor hereby grants to Licensee and its affiliates a worldwide, royalty-free, fully paid-up, nonexclusive, irrevocable, perpetual license, with the right to sublicense through multiple tiers, to reproduce, distribute, and prepare derivative works of and otherwise use, display and exploit the Data and to grant its customers the same rights to use the Data and derivatives thereof, and perform all acts with respect thereto, including without limitation to train artificial intelligence (“AI”) and machine learning models. Without limiting the generality of the foregoing, Licensee’s rights include the right to manipulate, modify, alter, distort, edit, crop, transform, and create synthetic or derivative versions of the Data, including any images, likenesses, or audio-visual content of individuals contained therein, for purposes including without limitation training, finetuning and adversarial testing of AI and machine learning models. Licensee may share, disclose, distribute, license, sublicense, or otherwise make the Data or any derivatives thereof available to one or more of its customers, subject to Section 1.4. The license granted herein with respect to any portion of the Data shall become effective upon Licensee’s acceptance of such Data (or deemed acceptance pursuant to Section 1.3), and Licensee shall pay the applicable fees for such accepted Data as set forth in Exhibit A. Prior to acceptance, Licensee may access, review, and process the Data, including to apply the measures described in Section 1.4(c), for purposes of its review under Section 1.3. For the avoidance of doubt, no license rights shall attach to any Data that has been validly rejected by Licensee pursuant to Section 1.3.

**1.3 Licensee Review and Approval Rights.** Without limiting Licensor’s obligations herein, all Data is subject to review and approval by Licensee, including with respect to quality, accuracy and usability of the Data (which may include confirmation of usability by Licensee’s customer where applicable). Licensee shall have forty five (45) days following delivery of the Data to provide Licensor with written notice of rejection. Failure to provide timely written notice of rejection shall constitute deemed acceptance of the Data. To the extent Licensee provides timely written notice of rejection, Licensor will use reasonable commercial efforts to address the identified deficiencies and promptly re-submit the applicable Data to Licensee. Licensee will not be required to pay for any portion of the Data validly rejected in accordance with this Section 1.3. Acceptance of any Data shall not constitute a waiver of Licensee’s rights with respect to any breach of the representations and warranties set forth herein or any latent defect in the Data that could not reasonably have been discovered during the acceptance review. For the avoidance of doubt, the license rights granted under Section 1.2 shall not apply to any Data rejected by Licensee. Notwithstanding anything to the contrary herein,

Licensee shall not use, and shall not permit any affiliate or customer to use, any Data to train, fine-tune, or otherwise develop any AI or machine learning model until such Data has been accepted, or deemed accepted, by Licensee pursuant to this Section 1.3.

**1.4 Data Use Restrictions.** Notwithstanding the license granted in Section 1.2, Licensee shall not, and shall not permit any affiliate, service provider, or customer to: (a) use the Data to identify, target, solicit, recruit, or disparage any employee, contractor, or customer of Licensor; (b) knowingly attempt to identify or re-identify any natural person or specific customer represented within anonymized or de-identified Data; or (c) sublicense the Data for any AI training, fine-tuning, or model development purposes without first implementing reasonable technical and organizational measures, as determined by Licensee in its reasonable discretion, to remove sensitive information from, and to redact, anonymize, or pseudonymize any personally identifiable information (“PII”) contained in, the Data.

**1.5 Pre-Delivery Sample Review.** Licensor may, by written notice to Licensee given no later than the date Licensor completes the upload of the Data, request to review a sample of the Data after the measures described in Section 1.4(c) have been applied (a “Review Sample”). If Licensor makes a timely request: (a) Licensee will provide Licensor with a Review Sample, selected by Licensee in its reasonable discretion to be representative of the Data, before Licensee first makes the Data available to any customer; (b) Licensor will have three (3) days after receipt of the Review Sample to notify Licensee in writing either that it approves the Review Sample or that specific items of sensitive information or PII in the Review Sample have not been adequately removed, redacted, anonymized or pseudonymized, identifying each such item; (c) if Licensor gives timely notice identifying such items, Licensee will apply such additional reasonable measures as it determines appropriate to address the identified items, and items of the same type, across the Data before making the Data available to any customer; and (d) if Licensor does not respond within the three (3) day period, the Review Sample will be deemed approved. Licensor’s review is limited to the adequacy of the measures described in Section 1.4(c) and does not give Licensor any right to reject, withhold or withdraw the Data or to terminate the license granted in Section 1.2. The Review Sample is Licensee’s Confidential Information; Licensor will use it solely to conduct its review and will delete it once its review is complete. The Review Sample is provided for Licensor’s review only and is not a representation, warranty or certification by Licensee regarding the Data or the measures applied to it. The review period in Section 1.3 will be extended by the number of days from Licensee’s delivery of the Review Sample to Licensor’s approval or deemed approval.

## **2. Intellectual Property Rights; Confidentiality**

**2.1 Licensor’s Rights.** Licensor retains all right, title and interest (including all intellectual property rights) in and to any elements of the Data which constitute protectable intellectual property rights. Notwithstanding the foregoing, this Agreement does not affect any right that either party would have had, or will have, independent of this Agreement, including, but not limited to, fair use rights under applicable copyright and trademark laws in the United States and other jurisdictions.

**2.2 Licensee’s Rights.** As between Licensor and Licensee, Licensee retains all right, title and interest (including all intellectual property rights) in and to Licensee’s and its affiliates products and services, as well as all derivatives, modifications, and improvements of the Data.

**2.3 Confidentiality.** Each party (the “Receiving Party”) acknowledges and agrees that all non-public information disclosed by the other party (the “Disclosing Party”) in connection with this Agreement, including the existence and terms of this Agreement, is strictly confidential (“Confidential

Information”). The Receiving Party shall not disclose any Confidential Information to any third party without the Disclosing Party’s prior written consent, and shall use such information solely for the purpose of performing its obligations or exercising its rights under this Agreement. Each party shall protect the other’s Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to disclosure without restriction; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by applicable law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt prior written notice and cooperates to limit the scope of such disclosure. Neither party shall use the other party’s name, trademarks, service marks, or logos in any public statement, marketing materials, customer list, website reference, or other publicity without the other party’s prior written consent. These obligations shall survive termination of this Agreement for a period of three (3) years, except that obligations with respect to trade secrets shall survive indefinitely. For the avoidance of any doubt, Licensee shall not publicly disclose Licensor’s identity or the source of the Data without Licensor’s prior written consent; provided that Licensee may disclose Licensor’s identity, industry, and a general description of the Data to its customers and prospective customers, subject to obligations of confidentiality, as reasonably necessary for data provenance and rights verification.

**2.4 Data Security.** Licensee shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the Data against unauthorized access, acquisition, use, disclosure or alteration, including encryption of Data in transit and at rest, access controls reasonably designed to limit access to personnel with a need to know, and written information security policies appropriate for confidential commercial information.

**2.5 Security Incident.** Licensee shall notify Licensor promptly, and in no event later than five (5) business days after becoming aware of any material unauthorized access to or disclosure of the Data (“Security Incident”). Licensee shall, at its sole cost and expense, reasonably cooperate with Licensor in investigating and mitigating such Security Incident, including by providing information reasonably requested by Licensor regarding the nature, scope and remediation of the Security Incident.

### 3. Consideration

The sole consideration due from Licensee to Licensor hereunder will be as set forth in Exhibit A.

### 4. Term and Termination

**4.1 Term; Termination.** This Agreement is effective as of the Effective Date and shall remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement for any reason by providing at least thirty (30) days’ prior written notice to the other party. Either party may also terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof; provided, however, that in the case of a payment default by Licensee (not in connection with any disputed amounts owed), Licensor may terminate this Agreement if such default is not cured within ten (10) business days after written notice of non-payment from Licensor.

**4.2 Survival.** Sections 1, 2.3, 3, 4.2, and 5 through 9 (inclusive) will survive any termination or expiration of this Agreement. Licensee shall delete the raw Data, as uploaded by Licensor and before the measures described in Section 1.4(c) are applied, within one hundred twenty (120) days after the date such Data is uploaded to Licensee. For clarity, Licensee may retain and continue to use the Data as processed under Section 1.4(c), and all derivatives thereof, in accordance with this Agreement.

## **5. Warranties of Licensor**

Licensor represents and warrants as follows: References to “Licensor’s knowledge” mean the actual knowledge of Licensor’s officers after reasonable inquiry of the personnel responsible for the systems from which the Data is drawn.

**5.1 Due Authority.** Licensor has the requisite power and authority to enter into and carry out the terms of this Agreement, and has and will have the right and power to grant the licenses and rights granted to Licensee hereunder. Licensor’s performance under this Agreement will not conflict with any other obligation Licensor may have to any other party.

**5.2 All Necessary Rights.** To Licensor’s knowledge, the Data has been and will be independently created by Licensor, or if Licensor is an entity, its employees, or Licensor has procured all necessary rights, consents, and licenses from the owners of such rights to enter into and carry out the terms of this Agreement, and in either case the exercise of Licensee’s rights under this Agreement will not require the acquisition of rights from, payment of money to or any attribution or other permission of any third party.

**5.3 Data Subject Consents.** To Licensor’s knowledge, Licensor has obtained all consents, opt-ins, or other valid legal bases required under applicable data protection and privacy laws for: (a) the collection of any PII contained in the Data; (b) the disclosure, transfer, sale, or sharing of such PII to Licensee; and (c) the use of such PII by Licensee, its affiliates, and its customers for the purposes contemplated by this Agreement, including the training, fine-tuning, and testing of artificial intelligence and machine learning models.

**5.4 Depicted Individual Rights and Releases.** To the extent applicable, with respect to each individual whose likeness, image, voice, persona, or other personal attributes appear in or are identifiable from the Data (each, a “Depicted Individual”):

**5.4.1 Releases Obtained.** To Licensor’s knowledge, Licensor has obtained all consents, releases, waivers, and other authorizations legally required under applicable law (including with respect to any applicable rights of publicity, privacy, and moral rights) to permit Licensee, its affiliates, and its customers to use, reproduce, modify, and otherwise exploit each Depicted Individual’s likeness, image, voice, persona, and personal attributes for the purposes contemplated by this Agreement, including the training, fine-tuning, and testing of AI and machine learning models.

**5.4.2 Documentation.** Licensor shall, upon Licensee’s reasonable request, make available records sufficient to evidence the consents, releases, or authorizations described above, and shall retain such records for no less than seven (7) years following termination or expiration of this Agreement.

**5.5 Non-Infringement.** To Licensor’s knowledge, neither the Data nor the exercise by Licensee of any of the licenses granted hereunder will infringe any intellectual property right or any right of

privacy of any third party or be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments.

**5.6 No Third Party Terms Obligations.** To Licensor's knowledge, the Data as delivered to Licensee is not subject to any third party terms and was not created, collected or processed in violation of any third party terms. Furthermore, Licensee's exploitation of the Data in accordance with its license under this Agreement will not subject Licensee to, nor cause Licensee to violate, any third party terms.

**5.7 No Regulated Data; No Prohibited Data; No Harmful Material.** Licensor (and its suppliers and designees) represents and warrants that to Licensor's knowledge, the Data will not contain (a) personal health information (including any "protected health information" as defined under the Health Insurance Portability and Accountability Act (HIPAA)) or biometric data (including any biometric identifier or biometric information, such as fingerprints, voiceprints, retina or iris scans, or scans of facial geometry, as defined under applicable law); (b) any material that is libelous, defamatory, or otherwise unlawful; (c) any obscene, indecent, or pornographic material; (d) any viruses, malware, or other harmful, contaminating, or destructive code or features; (e) payment card data (including any cardholder data subject to the Payment Card Industry Data Security Standard) or financial account data, including bank account, debit card, or credit card numbers or any associated security or access codes; (f) personal information of, or data knowingly collected from, children under the age of eighteen (18) (or such higher age as may be specified under applicable law), including any data subject to the Children's Online Privacy Protection Act (COPPA); or (g) information that is export-controlled, classified, or otherwise subject to government security or dissemination restrictions under applicable law, including the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR) (the information described in clauses (a), (e), (f) and (g), collectively, "Regulated Data").

**5.8 Compliance with Laws.** Licensor's performance under this Agreement, including the collection, processing, storage, use, and transmission of all Data, complies and will continue to comply with all applicable foreign and domestic federal, state, and local laws, ordinances, regulations, and governmental requirements. Such compliance includes, without limitation, all laws, directives, and regulations relating to recordings, data privacy, data protection, databases, data collection, cross-border data transfers, and the processing of personal information.

**5.9 No Remote Access or Disablement.** Licensor further represents and warrants that it has not designed to be included in the Data or any related access process any device or mechanism which would permit Licensor or any third party to remotely access or disable Licensee's use of or access to the Data. Except if and to the extent expressly requested by Licensee, in no event will Licensor, its agents or employees or anyone acting on its behalf, disable or interfere, in whole or in part, with Licensee's use of or access to the Data or any software, hardware, systems or data owned, utilized or held by Licensee without the written permission of a corporate officer or legal representative of Licensee, whether or not the disablement is in connection with any dispute between the parties or otherwise. Licensor understands that a breach of this provision could cause substantial harm to Licensee and to numerous third parties having business relationships with Licensee.

**5.10 No Litigation.** To Licensor's knowledge, there is no pending or threatened claim, suit, action, or charge pertaining to the Data, including without limitation any claims or allegations that any or all of the Data infringes, violates, or misappropriates the intellectual property rights or privacy rights of any third party. Licensor agrees that it will notify Licensee promptly if Licensor becomes aware of any

actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under the Agreement.

**5.11 Data Sourcing Practices.** To Licensor's knowledge, the Data was not obtained through web scraping, crawling, automated data collection tools, or other means of harvesting content from websites, platforms, databases, or other online sources without proper authorization from the owners or operators of such sources. Licensor further represents that the Data was not obtained in violation of any terms of service, acceptable use policy, or similar contractual restriction of any third party.

**5.12 No Synthetic or AI-Generated Content.** To Licensor's knowledge, the Data does not include any content that was generated, created, or synthesized using AI, machine learning, deepfake technology, or similar automated tools, unless such AI-generated content is expressly identified and disclosed in Exhibit A.

**5.13 Personal Information.** Other than Incidental Personal Information, to Licensor's knowledge, the Data does not contain PII. "Incidental Personal Information" means names, business contact details, job titles and similar information about Licensor's personnel, customers, vendors and other business contacts, and personal information that appears incidentally in the content of Licensor's ordinary-course business records and communications, in each case excluding any Regulated Data. Before uploading the Data, Licensor will identify to Licensee in writing any system or data source that Licensor knows or reasonably suspects contains Regulated Data, and will exclude Regulated Data from the upload. If Licensee identifies Regulated Data in the Data, Licensee may delete or exclude it, which will not constitute a breach by Licensee or a rejection of the remaining Data, and Licensor will cooperate in good faith to remediate.

## 6. Warranties of Licensee

Licensee represents and warrants as follows:

**6.1 Due Authority.** Licensee has the requisite power and authority to enter into and carry out the terms of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Licensee enforceable against it in accordance with its terms.

**6.2 Compliance with Laws.** Licensee's use, processing, storage, and exploitation of the Data, including in connection with training, fine-tuning, and deploying AI and machine learning models, will comply in all material respects with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable data privacy, data protection, and AI-related laws and regulations in the jurisdictions in which Licensee operates or deploys its models.

**6.3 License Scope.** Licensee will use the Data within the scope of the license granted under Section 1.2 and will not use the Data, or permit any affiliate or service provider to use the Data, for any purpose not authorized under this Agreement.

## 7. Limitation of Liability

**7.1 Exclusion of Consequential Damages.** EXCEPT FOR DAMAGES ARISING FROM (I) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOSS OF

GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

**7.2 Liability Cap.** EXCEPT FOR DAMAGES ARISING FROM (I) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR (II) LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1(b), EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL FEES PAID OR PAYABLE BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

## 8. Indemnification

**8.1 Licensor Indemnification.** Licensor shall indemnify, defend (at Licensee's option), and hold harmless Licensee, its affiliates, and their respective officers, directors, employees, representatives, and agents from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claims of: (a) any breach or alleged breach by Licensor of its representations, warranties, or obligations under this Agreement; (b) the Data, including any claim that the Data or Licensee's authorized use thereof infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity or other rights of a third party including without limitation any violation of applicable data protection or privacy law; or (c) the gross negligence, fraud, or willful misconduct of Licensor or its employees, agents, suppliers, or subcontractors.

**8.2 Licensee Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, representatives, and agents from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claims of: (a) Licensee's use or sublicensing of the Data outside the scope of the license granted hereunder or in violation of applicable law; and (b) the gross negligence, fraud, or willful misconduct of Licensee or its employees, agents, or contractors.

**8.3 Indemnification Procedure.** The party seeking indemnification shall: (i) promptly notify the indemnifying party in writing of any claim (delay shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such delay); (ii) grant the indemnifying party control of the defense and settlement, provided that the indemnifying party shall not settle any claim that imposes obligations on, or admits fault by, the indemnified party without prior written consent; and (iii) reasonably cooperate with the indemnifying party in the defense of the claim at the indemnifying party's expense.

## 9. General

**9.1 Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that either party may assign this Agreement without consent in connection with a merger, acquisition, or sale of all or substantially all of its assets, upon written notice to the other party. Any purported assignment in violation of this Section shall be null and void.

**9.2 Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

**9.3 Governing Law.** This Agreement and all related actions and proceedings shall be governed by the laws of the State of Illinois and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

**9.4 Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved on an individual basis and pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 (the "FAA"), and by arbitration (to be held in English) in Chicago, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party will have a right to seek injunctive or other equitable relief in a court of law from any court of competent jurisdiction, and a court's authority to grant such emergency equitable relief shall not be subject to the arbitrator's jurisdiction over threshold arbitrability issues. Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section 9.4, including without limitation any controversy or claim that all or any part of this Section 9.4 is void or voidable, except as expressly provided in the preceding sentence. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. To the extent not governed by the FAA, the substantive and procedural law of the State of Illinois shall apply to the arbitration; in the event of any conflict between the FAA and Illinois arbitration law, the FAA shall control.

**9.5 Notices.** Any notice hereunder shall be in writing to the address set forth in the signature block below and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered national mail service (return receipt requested); (iii) one day after it is sent if by next day delivery by a major commercial delivery service; or (iv) when electronically confirmed, if transmitted by email. Any party may change its notice information at any time upon notice to the other party.

**9.6 Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

**9.7 Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**9.8 Entire Agreement.** This Agreement (including all exhibits) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. For the avoidance of doubt, if Licensor and Licensee are party to any other agreement(s), this Agreement governs solely the licensing of the Data. Any other agreement(s) between the parties relating to separate commercial relationships, products, or services shall remain in full force and effect in accordance with their terms and shall not be modified, superseded, or terminated by this Agreement, except to the extent expressly stated herein.

**9.9 Referral Acknowledgment.** If Licensor was introduced to Licensee by a third party, Licensor acknowledges that Licensee may pay that person a referral fee in connection with this Agreement.

That fee is paid by Licensee and is not deducted from any amount payable to Licensor, and Licensor has not paid and will not pay that person any fee or other compensation in connection with this Agreement.

*[Signature Page Follows]*

## Signatures

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IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as of the Effective Date.

**Licensee: Mode Mobile, LLC (d/b/a mode.inc)**

By: \_\_\_\_\_

Name: \_\_\_\_ Dan Novaes \_\_\_\_\_

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

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

**Licensor:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

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

## Exhibit A

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### Data Types

- Licensors will deliver the Data in alignment with the Data Manifest provided by Licensors (which may be the intake form completed by Licensors) and approved by the Licensee, including the data sources, data types, data sizing, and other specifications indicated therein.

### Delivery Process/Timeline

- Delivery will be made by Licensors uploading the Data through the secure upload method provided by Licensee.
- Unless otherwise agreed in writing, Licensors must complete the upload of the Data within ten (10) days from the Effective Date. The timeline may be adjusted by mutual written agreement if technical, operational, or data-availability issues arise. If Licensors fails to complete delivery of the Data by the deadline, Licensee may, at its option, void this Agreement, in which case no payment obligation shall arise and no amounts shall be payable to Licensors hereunder.

### Acceptance Process/Acceptance Criteria

- Licensors will use commercially reasonable efforts to ensure the Data is materially consistent with the Data Manifest and will promptly communicate to Licensee any material deviations.
- All Data remains subject to Licensee's review and acceptance in accordance with Section 1.3. Licensee will have no obligation to pay for any Data it has validly rejected in accordance with Section 1.3.
- Licensee's rejection of any portion of the Data, or any shortfall, reduction, or other variance between the Data actually delivered and that described in the Data Manifest, shall not automatically constitute a rejection of the entire delivery and shall not relieve Licensee of its obligation to pay for the conforming Data it accepts.

### Fees and Payment Terms

- Purchase Price: \$\_\_\_\_\_
- Licensors may invoice Licensee only after Licensee has provided written notice that the Data has been accepted, or such Data has been deemed accepted pursuant to Section 1.3. Following Licensee's written acceptance (or deemed acceptance), Licensors may submit an invoice, and Licensee shall pay all undisputed amounts within thirty (30) days after receipt of such invoice.
- For a period of twenty-four (24) months following the Effective Date, Licensors shall not, directly or indirectly, enter into any transaction that grants any third party the rights to license, access, use, or otherwise exploit the same Data in a transaction that is the same as or substantially similar to the transaction contemplated under this Agreement. In the event Licensee has a reasonable, good-faith basis to suspect that Licensors has violated this provision, Licensee may, upon at least ten (10) business days' prior written notice, audit Licensors's books, records, agreements, and other documentation reasonably relevant to the suspected violation. Any such audit shall be conducted during normal business hours by Licensee or an independent auditor bound by confidentiality obligations at least as protective as those set forth in this Agreement, in a manner designed to minimize disruption to Licensors's business. Licensee shall bear the costs of the audit unless the audit identifies a violation of this provision, in which case Licensors shall reimburse Licensee for its reasonable audit costs.