



# Third Party Access Agreement

<b>Client:</b>	<b>Client Agreement Number:</b>
<b>NHN:</b>	<b>Effective Date:</b>
<b>NHN Contact Name:</b>	<b>NHN Contact Email/Phone:</b>

This Third Party Access Agreement (this "Agreement") is made as of the Effective Date above among SPINS LLC ("SPINS"), the Client identified above, and Informa Media, Inc., doing business as New Hope Network ("NHN").

Client desires to allow NHN to access Client's content, page, and library (together the "Content") in the SPINS data platform (the "Platform") noted in the Pinto Subscription Agreement identified above between Client and SPINS's wholly owned affiliate Pinto Data Intelligence LLC ("Client Agreement"). NHN desires to manage Client's Content on the Platform on Client's behalf. SPINS agrees to permit NHN to access and use the content on the Platform according to the terms and conditions set forth in this Agreement.

1. License and Permissible Use. SPINS consents to NHN accessing Client's Content in the Platform. Subject to the terms and conditions of this Agreement and the Client Agreement, SPINS grants to NHN a non-exclusive, non-transferable, revocable, personal, limited license (without the right to sublease or sublicense) to use the Content during the term of this Agreement solely to provide services on Client's behalf. NHN will allow access to and use of Content only to employees who need such access and use to provide services to Client. NHN's use of Content will comply with the Client Agreement, including without limitation the "Grant of License and Restrictions on Use" section of the Client Agreement. NHN may not use the Content derived from the Platform in connection with any data from any source other than SPINS.
2. Term and Termination. This Agreement is effective as of the Effective Date and will remain in effect until the earlier of (i) the date upon which the Client Agreement terminates; or (ii) the date on which SPINS gives written notice of termination to NHN.

**This Agreement includes and incorporates the attached Terms and Conditions, which contain, among other things, warranty disclaimers, liability limitations, and use limitations. NHN hereby agrees to the Terms and Conditions and in the event of any conflict between this document and the Terms and Conditions, the Terms and Conditions will govern.**

This Agreement may be executed in two or more counterparts, each of which, when taken together, will constitute one in the same agreement. Signatures of the Parties transmitted by PDF or similar type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means are deemed to be original signatures for all purposes.

In witness whereof, the Parties hereto have entered into this Agreement as of the Effective Date.

**CLIENT**

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

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

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

**SPINS LLC**

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

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

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

**NHN**

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

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

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

## Terms and Conditions

These Terms and Conditions are included and incorporated in the Third Party Access Agreement (which is referred to, collectively with these Terms and Conditions, as the “Agreement”) between SPINS, Client and NHN. SPINS, Client, and NHN are each a “Party” to this Agreement and, collectively, the “Parties”. Capitalized terms not otherwise defined in this Agreement have the meanings provided in Appendix 1 to this Agreement.

1. Delivery of Content. SPINS will provide Platform access credentials to NHN for a fee determined by SPINS. NHN will and will direct its employees to keep all access credentials strictly confidential. An employee will not share access credentials with another employee. NHN is responsible for all access (authorized and unauthorized) to the Platform using the access credentials provided by SPINS to NHN, except to the extent such access is due to SPINS’ negligence.
2. Ownership. SPINS or its Third Party Licensors own all right, title, and interest in and to Content and the Platform. Except for the limited license granted to NHN under this Agreement, no right, title, or interest to Content or Platform is transferred to NHN or any third party. NHN agrees not to assert any proprietary rights to Content or the Platform against SPINS, any Third Party Licensor, or SPINS’ licensees, affiliates, successors, or assigns. Information owned by NHN and derivatives thereof shall remain the property of NHN.
3. Termination.
  - a. Upon termination or expiration of this Agreement, (i) NHN will cease to have access to the Platform and will cease to use Content, and (ii) NHN shall promptly return to SPINS or destroy all Content in its possession or control, without retaining any copies thereof, and NHN will promptly destroy all copies of any analyses, compilations, studies or other documents, records or data prepared by NHN that contain or otherwise reflect or are derived from any Content, and upon SPINS’ request, NHN will certify in writing that NHN has complied with this subsection.
  - b. The “License and Permissible Use”, “Ownership”, “Confidential Information”, “Indemnification”, “Enforcement”, “Disclaimer of Warranties”, “Limitation on Liability” and “General” sections of this Agreement shall survive any termination or expiration of this Agreement.
4. Confidential Information. NHN shall treat as confidential all Confidential Information received from SPINS, shall not use such Confidential Information except as expressly permitted under this Agreement, and shall not cause or permit its employees, officers, and affiliates to reveal, disclose or otherwise make available such Confidential Information to any third party, except as expressly permitted under this Agreement. NHN shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information, but in no event with less than reasonable care, to prevent the disclosure of Confidential Information.
5. Indemnification. NHN shall indemnify, defend and hold harmless SPINS, its affiliates, its Third Party Licensors, and all of their respective officers, directors, employees, and agents from and against any and all loss, liability, cost, damages, and expense, including attorneys’ fees, which arise out of or are related to (a) any breach of this Agreement by NHN or (b) any actual or alleged violation of any intellectual property rights by any NHN derivative. SPINS will indemnify, defend, and hold harmless NHN and its officers, directors, employees, and agents from and against any and all loss, liability, cost, damages, and expense, including attorneys’ fees, which arise out of or are related to third party claims that Content or Services infringe upon the intellectual property rights of any third party. NHN agrees that if Content or Services infringe or are alleged to infringe upon any third party intellectual property rights, SPINS at its sole option may (i) obtain at SPINS’s expense the right for NHN to continue such use of Content or Services, (ii) modify the Content or Services in such a way that the Content or Services are substantially similar but NHN’s use of the modified Content or Services does not infringe upon any third party intellectual property rights, or (iii) require NHN to stop using the Content or Services that may be infringing. NHN will promptly notify SPINS of any such claim in writing and SPINS will control the defense of such claim.
6. Enforcement. The Parties acknowledge and agree that SPINS would lack an adequate remedy at law and would suffer irreparable injury if the “License and Permissible Use” or “Confidential Information” sections of this Agreement are

violated. In the event of any violation or imminent violation of this Agreement by NHN or any of its employees, contractors, or agents, SPINS or a Third Party Licensor shall be entitled to injunctive relief without having to prove irreparable injury, lack of an adequate remedy at law, posting bond, or waiving any other rights or remedies. If NHN is shown to have breached the "License and Permissible Use" or "Confidential Information" sections of this Agreement, NHN will reimburse SPINS for all expenses (including without limitation attorneys' fees and expenses of investigation) incurred by SPINS in enforcing its rights under this Agreement.

7. Disclaimer of Warranties. SPINS DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF THIRD PARTY LICENSORS, AND CLIENT AND NHN WAIVE, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, OR TIMELINESS OF DELIVERY. ALL CONTENT IS PROVIDED BY SPINS ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPINS, ON ITS OWN BEHALF AND ON BEHALF OF THIRD PARTY LICENSORS, DOES NOT WARRANT THAT CONTENT WILL BE UNINTERRUPTED OR ERROR FREE.
8. Limitation on Liability. NEITHER SPINS NOR ANY OF ITS THIRD PARTY LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SPINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SPINS' AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, A FAILURE TO PROVIDE INFORMATION) EXCEED THE GREATER OF (A) \$10,000 OR (B) THE AMOUNTS PAID TO SPINS BY NHN PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING SUCH CLAIM.
9. General.
  - a. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to carry out its obligations hereunder.
  - b. Governing Law. This Agreement and the Parties' respective rights and duties shall be interpreted and governed in accordance with the laws of the State of Illinois, regardless of its choice of law principles. Any and all claims arising from this Agreement shall be brought either in the state or federal courts located in Cook County, Illinois, and each Party consents to the jurisdiction of such courts.
  - c. Assignment. Neither NHN nor Client may assign this Agreement without the prior written consent of SPINS. Any change of control, merger, sale or lease of all or substantially all of NHN's or Client's assets shall be deemed an assignment for purposes of this Agreement. Any attempted assignment in violation of this provision shall be null and void. All terms and conditions of this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of the Parties.
  - d. Entire Agreement. This Agreement constitutes the entire understanding among the Parties regarding the subject matter of this Agreement and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of the terms or conditions of this Agreement shall be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.
  - e. Force Majeure. SPINS shall not be liable for any loss, damage or delay resulting from any cause beyond its reasonable control, including, without limitation: fire; flood; action or decree of civil or military authority; insurrection; act of war; threatened or actual terrorism or bioterrorism; or embargo.
  - f. Notices. Notices hereunder must be in writing and given to the other Party by in-hand delivery, by first class mail, postage prepaid, or by air courier to the mailing address set forth above or to such other address as either Party may designate, by facsimile, or by e-mail. Notices shall be effective when received.
  - g. Status of Parties. This Agreement shall not be construed as creating a joint venture, partnership, agency or any other similar relationship between any two Parties, and no Party shall have any authority to bind or make commitments on behalf of another Party.



## Appendix 1

### Definitions

“Confidential Information” means (i) the terms and conditions of this Agreement and the Client Agreement, (ii) all Content, including without limitation data and other information provided by Third Party Licensors and included in the Content, and (iii) any other information disclosed by SPINS to Client or NHN, either directly or through a third party, in any form, which is designated as “Confidential,” “Proprietary” or some similar designation or which should reasonably be considered to be confidential given the nature of the information or the circumstances of its disclosure. Confidential Information does not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by SPINS; (ii) becomes publicly known and made generally available through no breach of this Agreement; (iii) is already in the possession of NHN at the time of disclosure by SPINS; or (iv) is obtained by NHN from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by NHN without use of or reference to SPINS' Confidential Information; or (vi) is compelled by law to be disclosed by NHN, provided that NHN gives SPINS prompt written notice of such requirement prior to such disclosure and assistance at SPINS' sole expense in obtaining an order protecting the information from public disclosure.

“Third Party Licensor” means any third party who has entered into a separate agreement with SPINS pursuant to which the third party's data and other confidential information belonging to the third party has been made available to SPINS and is included in Content.