

Forbes

Please note the following conditions: The term of this Agreement is one year from purchase date.

1. This Logo Agreement ("Agreement") is dated _____ by and between Statista Inc. ("Statista") and you (the "Licensee"). The term of this Agreement is for twelve (12) months from purchase date ("Term").
2. In consideration for payment, which is due thirty (30) days after signature of this Agreement, the Licensee shall hereby be granted a nonexclusive, worldwide, non-transferable, non-sub-licensable, license during the term of this Agreement for use rights, as determined by the applicable package, of the Forbes and Statista Branded Logo (the "Logo") pictured above in the Order Form. Statista has the authority to license this Logo but the Logo itself is the intellectual property of Forbes and all other rights are reserved. The Licensee acknowledges and agrees that the Logo and all rights, title and interest herein are and shall remain the exclusive property of Forbes.
3. The Licensee may not attribute any statement of fact to either Forbes or Statista beyond your placement on the list in your respective industry. You alone are responsible for the admissibility of the commercial use of the Logo under federal or state laws, competition laws or any other laws or regulations; in this respect, Forbes and Statista give no guarantee and assume no liability. Licensee shall not distort, misrepresent, alter the meaning of or otherwise edit the Logo.
4. Statista may terminate this Agreement upon 5 days' written notice if Licensee materially breaches any of the terms of this Agreement; provided, however, that this Agreement will not terminate if the breaching party has substantially cured the breach to the reasonable satisfaction of Statista within 10 days of a notice pursuant to this section.
5. Statista may terminate this Agreement immediately upon notice if Licensee: (i) is charged with any felony or crime involving moral turpitude, (ii) is involved in any situation or occurrence which brings the Licensee into public disrepute, contempt, scandal or ridicule or which insults or offends public morals or decency; or (iii) any underlying data changes where Licensee would, therefore, no longer qualify for use of the Logo.
6. Upon termination or expiration of this Agreement, Licensee's right to use the Logo shall immediately terminate and all rights granted to Licensee hereunder with respect to the Logo shall automatically revert to Forbes without further notice.
7. In no event will Forbes or Statista be liable for any damage whatsoever (including without limitation direct damages related to lost revenues or profits) resulting from or in any way related to the use of the Logo, regardless of the legal theory on which such damages are based.
8. With respect to the Logo and the analysis behind it, neither Forbes or Statista, nor its employees or contractors, make any warranty, expressed or implied or statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose with respect to the Logo.
9. Licensee shall defend (at its own cost and expense), indemnify, defend and hold Forbes and Statista and their respective subsidiaries, affiliates, parents, partners and licensees harmless from and against any loss, cost, liability, damage or expense (including reasonable attorney's fees and expenses) any of them may incur or be liable for arising out of any breach or alleged breach of Licensee's obligations hereunder, including but not limited to negligence and willful misconduct. Forbes and Statista will not be liable to Licensee, whether in tort, contract or other claims in law or equity, for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this Agreement, regardless of whether any party has been advised of such damages. Forbes and Statista's combined maximum liability to Licensee under this Agreement, whether arising under claim of tort (including negligence), will not exceed the total amount of consideration to be received by Statista thereunder.
10. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understanding, whether oral or written. This Agreement shall be construed and the rights and obligations of the parties shall be governed by the laws of the State of New York, without reference to its conflict of law principles. All amounts described shall be in United States dollars and are net of all sales, use property and related taxes and customs duties.