

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

1. This Logo Agreement ("Agreement") is dated by and between Statista Inc. ("Statista") and you (the "Licensee"). By signing this Agreement, you are agreeing to the twelve (12) month or twenty-four (24) month term, as indicated by your selection on page one (1) of this Agreement ("Term"). The Term will begin the date this Agreement is fully-executed.
2. In consideration for payment, which is due thirty (30) days after signature of this Agreement, the Licensee shall hereby be granted a non-exclusive, worldwide, non-transferable, non-sub-licensable, license during the term of this Agreement for use rights, as determined by the applicable package, of the Official Logo (the "Seal") pictured above in the Order Form. Statista has the authority to license this Seal but the Seal itself is jointly owned by TIME USA, LLC. ("TIME") and Statista, as it consists of the trademarked logos of TIME and Statista. The intellectual property of TIME and all other rights are reserved. The Licensee acknowledges and agrees that the Seal and all rights, title and interest herein are and shall remain the exclusive property of TIME and Statista.
3. The Licensee may not attribute any statement of fact to either TIME or Statista beyond your placement on this list/ranking. You alone are responsible for the admissibility of the commercial use of the Seal under federal or state laws, competition laws or any other laws or regulations; in this respect, TIME and Statista give no guarantee and assume no liability. Licensee shall not distort, misrepresent, alter the meaning of or otherwise edit the Seal.
4. Statista may terminate this Agreement upon 30 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 Seal shall immediately terminate and all rights granted to Licensee hereunder with respect to the Seal shall automatically revert to TIME and Statista without further notice. In no event will TIME 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 Seal, regardless of the legal theory on which such damages are based.
7. With respect to the Seal and the analysis behind it, neither TIME or Statista, nor its employees or contractors, make any warranty, expressed or amplified or statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose with respect to the Seal.
8. Licensee shall defend (at its own cost and expense), indemnify, defend and hold TIME and Statista and their respective subsidiaries, affiliates, parents, partners, and licensees harmless from 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. TIME 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. TIME 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.
9. 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 laws of New York, USA, without reference to its conflict of law principles.