

## Standard Purchase Terms

### **Standard Purchase Terms – Version 3.0**

**Term and Termination:** This Agreement commences on the Effective Date and continues for an initial term equal to the period set forth in the Order Form as the Initial Term (the “Initial Term”). Following the Initial Term, the Agreement will renew automatically for successive renewal terms equal to the period set forth in the Order Form as the Renewal Term (each, a “Renewal Term”) unless (i) either party has given the other party written notice of an intent not to renew at least 60 days prior to the expiration of the then-current Initial Term or Renewal Term, (ii) the Order Form indicates “Auto-Renewal: No,” or (3) a party earlier terminates this Agreement as provided in this Section or otherwise in the Agreement. The Initial Term and the Renewal Term(s), if any, are referred to in this Agreement as the “Term.” Either party may terminate this Agreement effective on written notice to the other if the other has materially breached this Agreement and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. In addition, Automated Insights may suspend its performance of Managed Services or Customer’s access to or use of all or any part of Wordsmith or any BI Plugin, without incurring any resulting liability, if Customer has failed to pay when due any amounts under this Agreement and Customer has failed to cure such non-compliance within 10 days after written notice thereof.

**One-Time Fees:** For any Plans, Service Packs, or other Managed Services or professional services provided by Automated Insights, Customer will be invoiced for such services in an amount equal to the One-Time Fees specified in the applicable Order Form on the Effective Date of the Order Form, unless otherwise specified in the Order Form.

**Annual Uplift:** During the Term, the Capacity Fee Per Year and BI Subscription Fees listed in the Order Form will increase on an annual basis, effective on each anniversary of the Effective Date, by a percentage equal to the Annual Uplift percentage indicated in the Order Form.

**Payment Terms (For Fees Charged in “Capacity Fee” Format):** Unless otherwise specified in an Order Form: (a) the Capacity Fee payments for the entire Initial Term are due and payable and will be invoiced in full on the Effective Date; (b) the Capacity Fee payments for the entirety of each Renewal Term will be due and payable and will be invoiced in full on the first date of each Renewal Term; and (c) any Usage Fees incurred will be due and payable and will be invoiced on the first day immediately following the end of the applicable period of measurement (as specified in the Order Form) in which the Capacity Overage occurs.

**Payment Terms and Audit Rights (For Fees Charged in “BI Subscription Fee” Format):** Unless otherwise specified in an Order Form: (a) all BI Subscription Fees are due and payable on an annual basis and will be invoiced annually in advance; and (b) any Additional Subscription Fees incurred for overages on number of Authors or Viewers utilizing a BI Plugin are due and payable immediately on the date Customer utilizes such additional Authors or additional Viewers and will be invoiced promptly following notice of such additional Authors or additional Viewers to Automated Insights. For customers utilizing a BI Plugin, Customer shall keep full, clear and accurate records with respect to the number of Authors and Viewers utilizing the BI Plugin under this Agreement, and shall furnish any information that Automated Insights may reasonably request from time to time to enable Automated Insights to confirm the number of Authors and Viewers utilizing the BI Plugin under this Agreement. Automated Insights shall have the right to audit all such records that bear upon Customer’s payment of Additional Subscription Fees, upon reasonable advance notice and during normal business hours. Customer shall promptly pay any Additional Subscription Fees found by such audit to be due. Additionally, if any such audit discloses an underpayment of Additional Subscription Fees in an amount that is greater than three percent (3%) of the underlying BI Subscription Fees, Customer shall (a) promptly pay to Automated Insights interest on the unpaid amount calculated from the date that the unpaid amount became due and payable at the rate of one percent (1.5%) per month, or the lesser maximum rate permitted by applicable law, and (b) reimburse Automated Insights for its actual out-of-pocket costs incurred in performing the audit. Automated Insights’ right to audit and examine all records and accounts of Customer in accordance with this Section shall survive termination of the Agreement for a period of two (2) years.

**General Payment Terms; Late Payments; Taxes:** All payment obligations are non-cancelable and (except as may be expressly provided in this Agreement or a Statement of Work) all fees once paid are non-refundable. Invoices will be sent to Customer by electronic mail using the information specified in the Order Form under the heading “Customer Billing Contact.” Customer shall provide complete and accurate billing and contact information and notify Automated Insights of any changes to such information. All payments must be made in United States dollars. All payments to Automated Insights shall be made by electronic bank transfer to an account specified in writing by Automated Insights, and any transfer fees incurred will be paid by Customer. Unless otherwise expressly specified in an Order Form, all amounts due under this Agreement or any Order Form must be paid within thirty (30) days after Customer’s receipt of the applicable Automated Insights invoice. All amounts not paid in full within thirty (30) days after receipt of the applicable Automated Insights invoice shall be subject to a late payment charge equal to 1.5% per month, or the lesser maximum rate permitted by applicable law. Additionally, Customer shall be responsible for any and all costs incurred by Automated Insights in the collection of past due amounts, including, but not limited to, collection and filing costs and reasonable attorneys’ fees. Customer shall be responsible for and shall pay all federal, state, or local taxes where applicable based on or arising from this Agreement (other than taxes based on Automated Insights’ income) in a timely manner.

**Acceptance Procedure:** If Automated Insights is to produce any Article Templates, Articles, or other deliverables under an Order Form, the following acceptance procedures will apply:

1. **Completion.** Upon completion of the design and development of (A) the requested Article Templates, (B) the algorithm and structure that will be used by Automated Insights to generate Articles on behalf of Customer as specified in an Order Form and the production of a reasonable number of prototype Articles, and/or (C) other deliverables specified in an Order Form (collectively, the “Deliverables”), Automated Insights will provide Customer with written notice of completion of such Deliverables

and with access to any necessary prototypes in order to conduct acceptance testing. Within five (5) business days after receipt of Automated Insights' notice, Customer must review such Deliverables to confirm whether such Deliverables are acceptable and conform to the applicable specifications, and will notify Automated Insights in writing of Customer's acceptance ("Customer Acceptance") or Customer's rejection ("Customer Rejection") of such Deliverables; provided that if Customer has not provided Automated Insights with a notice of a Customer Rejection prior to the expiration of such 5-business day testing period, it will be deemed to be a Customer Acceptance of such Deliverables. Each Customer Rejection must include a detailed description of the specific way in which such Deliverables fail to conform to the applicable specifications.

1. **Corrections.** If Customer rejects the Deliverables in accordance with the immediately preceding paragraph, Automated Insights will, within ten (10) business days after receiving Customer's notice of such Customer Rejection, either (i) correct any nonconformities in the Deliverables that correct any issues identified by Customer and otherwise substantially conform to the applicable specifications or (ii) to the extent such nonconformities cannot be corrected within such 10-business day period, provide Customer with a plan to correct such nonconformities within a period of time that is reasonable under the circumstances and proceed according to such plan until such nonconformities have been corrected. Upon receipt of the new Deliverables, Customer will again undertake the process described in the immediately preceding paragraph to re-evaluate such Deliverables (each such evaluation cycle, a "Cycle"). Automated Insights and Customer will conduct additional Cycles with respect to such Deliverables, as necessary, until Customer Acceptance of such Deliverables.
1. **Cycle Constraints.** Under the immediately preceding paragraph, Customer is entitled to up to two (2) Cycles (less defect resolution) ("Maximum Cycles") at no additional cost; provided however, that Customer acknowledges that if additional Cycles are required to reach Customer Acceptance, Customer will be required to reimburse

Automated Insights for the cost of each Cycle in excess of the Maximum Cycles, in each case where such cost will be equal to (x) the actual number of hours required to complete the additional Cycles multiplied by (y) an hourly rate of \$200 per hour.

**Change Requests:** Customer may at any time request in writing (including via e-mail) to Automated Insights modifications, updates or enhancements to the Deliverables provided (each, a “Change Request”). Automated Insights shall, within fifteen (15) business days after receiving a Change Request, evaluate the impact of such modifications, updates and/or enhancements and respond with a written proposal to effectuate such modifications, updates and/or enhancements, which shall set forth the estimated delivery timeline, the cost (including, without limitation, any effect or impact on the then-existing service fees) and any other terms applicable for effectuating such modifications, updates and/or enhancements. Customer will, within ten (10) business days after receiving Automated Insights’ written proposal, notify Automated Insights in writing as to whether Customer accepts Automated Insights’ written proposal. If Customer fails to notify Automated Insights of its acceptance of Automated Insights’ written proposal, Customer will be deemed to have rejected the written proposal and Automated Insights will have no further obligation to Customer with respect to such Change Request. If Automated Insights’ written proposal is accepted by Customer in writing, Automated Insights will use commercially reasonable efforts to complete such services in accordance with such proposal.

**Customer Content:** Customer will supply all necessary structured data and narrative content needed to produce the requested Deliverables, including, if applicable, any Third Party Data and any other data or content set forth on the Order Form (the “Customer Content”). Customer represents and warrants to Automated Insights that it owns, or has the legal right to use, and permit Automated Insights (or an applicable authorized Wordsmith implementation partner) to use, the Customer Content. Customer understands that all content in Articles produced via Wordsmith must be fully supported by structured data. If there are delays in receiving Customer Content, there may be delays in the delivery schedule for Deliverables. Automated Insights’ ability to produce Articles of any particular length is subject to the availability of Customer Content.

**Third-Party Data:** If Customer intends to incorporate any third party data (the “Third Party Data”) for use in the Articles, then Customer acknowledges and agrees that Automated Insights does not own or control the Third Party Data, its access to such Third Party Data is subject to the terms and conditions imposed by the licensor of such Third Party Data, and therefore Automated Insights makes no guarantees, representations or warranties regarding the quality, accuracy, continued availability, timeliness, currentness or fitness of the Third Party Data for any purpose. For the avoidance of doubt, Automated Insights shall bear no responsibility or liability and Customer shall not be entitled to a refund of any portion of any fees in the event that the Third Party Data becomes inaccessible for any reason. If Automated Insights will be responsible for retrieving the Third Party Data from its source, Customer shall pay to Automated Insights the full and actual cost of content license fees that Automated Insights must pay in order to access and incorporate into (or permit Customer to access and incorporate into) the Articles the Third Party Data (the “Third Party Data Fees”). Automated Insights and Customer each acknowledge and agree that such Third Party Data Fees (i) may increase or decrease from time to time based upon the terms and conditions of such Third Party Data providers’ content license agreements, (ii) upon Customer’s request, shall be evidenced by written documentation (e.g., invoices) provided by Automated Insights.

**Subcontractors:** Some or all Managed Services may be delegated or subcontracted by Automated Insights to one or more Automated Insights-authorized Wordsmith implementation partners, provided that any such implementation partner currently has in place (and is not in violation of) an executed Implementation Partner Agreement with Automated Insights, or to another subcontractor. If Automated Insights delegates or subcontracts any Managed Services in accordance with the preceding sentence, such delegation or subcontracting shall not relieve Automated Insights of any of its duties and obligations to Client hereunder.

**Force Majeure:** Neither party shall be liable for any delays or non-performance of its obligations (excluding the obligation to pay fees due hereunder) arising out of causes not within such party’s reasonable control,

including, without limitation, inaccessibility of Third Party Data (if any, as defined in the Order Form), actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire, except to the extent that the delay or non-performance was not reasonably safeguarded against (in accordance with industry standards) or the party had notice.

**Disclaimer of Partnership or Agency:** The relationship between Automated Insights and Customer under this Agreement is wholly independent, and Automated Insights is an independent contractor of Customer. Nothing herein shall create any agency, employment, partnership, franchise, joint venture or other relationship between the parties hereto, and neither party shall have power or authority to bind the other party or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of such party.

**Order Form:** In the event of any inconsistency between the statements made in the Order Form, the Terms of Use, these Standard Purchase Terms, and related exhibits, schedules, attachments and appendices and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, the Order Form, including its exhibits, schedules, attachments and appendices; and (b) second, the Standard Purchase Terms, the Terms of Use and any other documents incorporated herein by reference.

**Notice:** All notices pursuant to this Agreement shall be in writing and shall be deemed given if sent by electronic mail in portable document format (.pdf), sent by certified mail, or sent by nationally recognized overnight courier to the parties at the addresses set forth in the Order Form.

**Amendment:** This Agreement may not be modified or amended in whole or in part, except by an instrument in writing signed by authorized representatives of the parties.

**Successors and Assigns:** All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including electronic signature collected via [www.docusign.com](http://www.docusign.com) or similar service) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.