EORA SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (this "Agreement") is entered into between Eora Corporation (the "Company") and the entity or individual accessing or using the Licensed Data ("Licensee"). By downloading, accessing, or using the Licensed Data, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree, Licensee must not access or use the Licensed Data.

BACKGROUND

A. The Company is the owner of the proprietary Eora global supply chain database and related datasets.
B. Licensee wishes to obtain a subscription-based license to access and use the Licensed Data for the Permitted Purpose.
C. The Company agrees to grant such license subject to the terms of this Agreement.

1. TERM AND COMMENCEMENT

1.1. This Agreement commences on the Commencement Date and continues for the subscription period specified at the time of purchase ("Subscription Term"), which shall be twelve (12) months unless otherwise stated in the Order.
1.2. During the Subscription Term, Licensee shall have access to the most current version of the Licensed Data made available by the Company.

2. LICENSE GRANT

2.1. Subject to this Agreement, the Company grants Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Licensed Data solely for the Permitted Purpose during the Subscription Term.
2.2. Licensee may use the Licensed Data for Licensee's internal business purposes and in providing services to Licensee's clients, subject to the restrictions in this Agreement.
2.3. The Licensed Data may be hosted and used on (a) Licensee-controlled systems, (b) client systems, or (c) third-party cloud infrastructure managed by or on behalf of Licensee.

3. SUBSCRIPTION EXPIRY AND DATA RETENTION

3.1. Upon expiration or non-renewal of the Subscription Term, Licensee's right to access the Licensed Data and any updates shall automatically cease.
3.2. Following expiration, Licensee may retain and continue to use copies of the Licensed

Data downloaded during the Subscription Term for a further period of twelve (12) months ("Post-Expiry Retention Period"), solely for the Permitted Purpose.

3.3. Upon the end of the Post-Expiry Retention Period, Licensee shall ensure that all copies of the Licensed Data in its possession or control are permanently deleted or destroyed, unless retention is required by applicable law. This obligation is a result-based obligation and not an obligation of best efforts. Licensee shall implement and maintain reasonable internal controls designed to ensure compliance with this Section.

4. RESTRICTIONS

4.1. Licensee must not:

(a) sublicense, sell, lease, distribute, or otherwise make the Licensed Data available to any third party except as expressly permitted under this Agreement;

(b) use the Licensed Data for any purpose other than the Permitted Purpose; or

(c) attempt to reconstruct, replicate, or commercially substitute the Company's products, including by creating any database or data service that is substantially similar to the Licensed Data.

4.2. Licensee must not publish or redistribute more than two hundred (200) individual raw data points in any single publication or file.

5. FEES AND TAXES

5.1. Subscription fees are as set out at the time of purchase. Fees are non-refundable except as expressly stated.

5.2. Licensee is responsible for all applicable taxes, excluding taxes based on the Company's income.

6. CONFIDENTIALITY

6.1. The Licensed Data constitutes confidential and proprietary information of the Company. Licensee shall protect such information using reasonable and appropriate safeguards and shall not disclose it except as permitted under this Agreement. Licensee is solely responsible for ensuring its compliance with this Agreement, and the Company may rely on Licensee's compliance without independent verification.

7. INTELLECTUAL PROPERTY

7.1. The Company retains all right, title, and interest in the Licensed Data and all related intellectual property rights.

7.2. Licensee retains intellectual property rights in its own derivative works created using

the Licensed Data, provided such works do not disclose the Licensed Data itself and are created in compliance with this Agreement.

8. WARRANTIES AND DISCLAIMERS

8.1. Each party represents that it has the authority to enter into this Agreement.

8.2. The Licensed Data is provided "as is" and "as available." The Company makes no warranties regarding accuracy, completeness, or fitness for a particular purpose.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Licensee shall indemnify and hold harmless the Company from claims arising out of Licensee's breach of this Agreement.

9.2. The Company shall indemnify and hold harmless Licensee from third-party claims alleging that the unmodified Licensed Data, when used in accordance with this Agreement, infringes any patent, copyright, trademark, or trade secret, provided that the Company's obligations under this Section shall not apply to claims arising from:

(a) any modification of the Licensed Data;

(b) combination of the Licensed Data with other data, products, or services not provided by the Company;

(c) use of the Licensed Data in violation of this Agreement; or

(d) use in accordance with specifications or instructions provided by Licensee.

Any indemnification obligations under this Section are subject to the limitation of liability set forth in Section 9.3.

9.3. To the maximum extent permitted by law, the Company's aggregate liability shall not exceed the fees paid by Licensee in the twelve (12) months preceding the claim.

9.4. To the maximum extent permitted by law, in no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation any loss of profits, revenue, business, goodwill, or data, or business interruption, arising out of or relating to this Agreement or the use of the Licensed Data, even if the Company has been advised of the possibility of such damages.

10. TERMINATION

10.1. The Company may terminate this Agreement for material breach upon thirty (30) days' written notice if such breach is not cured. Any failure to comply with Section 3 shall constitute a material breach of this Agreement.

10.2. Upon termination, Sections 3, 6, 7, 8, 9, 11, and 12 shall survive.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Wyoming.

12. GENERAL

12.1. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

12.2. Any amendments must be in writing and agreed by both parties.

12.3. The Company's website for purposes of this Agreement is https://www.eora.org.

12.4. Export Control and Sanctions. Licensee represents and warrants that it is not subject to, and shall not permit the Licensed Data to be used, exported, re-exported, or transferred in violation of, any applicable United States export control laws or economic sanctions, including the U.S. Export Administration Regulations and regulations administered by the Office of Foreign Assets Control (OFAC). Licensee shall be solely responsible for compliance with such laws and regulations, and any breach of this Section shall constitute a material breach of this Agreement.

12.5. Public Reference. Licensee may publicly state, in a factual manner, that it uses the Licensed Data as part of its internal operations or services. Any use of the Company's name, trademarks, or logos beyond such factual statements shall require the Company's prior written consent.

12.6. Assignment. Licensee may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without the Company's prior written consent. The Company may assign this Agreement without Licensee's consent in connection with a merger, sale of assets, reorganization, or similar corporate transaction.

DEFINITIONS

"Licensed Data" means only those datasets, data products, or data services that are expressly identified in the applicable Order, and no other data, datasets, or products offered by the Company, whether under the Eora brand or otherwise.

"Order" means the applicable order, purchase confirmation, or similar ordering document issued via the Company's licensing store or sales process, which specifies the Licensed Data, Subscription Term, and any applicable usage scope.

"Permitted Purpose" means Licensee's internal commercial or business use of the Licensed

Data, which may include integrating the Licensed Data into Licensee's own work product or service offerings, provided that such use remains subject to the restrictions in Section 4.1(c) and Section 4.2.

"Subscription Term" has the meaning given in Section 1.1.

"Commencement Date" means the effective date of the applicable Order, being the date on which Licensee completes the purchase of the Licensed Data.