



DATA TEST AGREEMENT ON SNOWFLAKE MARKETPLACE

Last updated 26 September 2025

BACKGROUND AND SCOPE

- A. Choreograph procures, compiles, owns and maintains a proprietary consumer database which it uses to provide a variety of products and services, a sample of which is made available on the Snowflake Marketplace ("**Marketplace**").
- B. Client wishes to license the use of consumer data from Choreograph through the Snowflake marketplace solely for testing and evaluating purposes.
- C. This Agreement sets forth the terms and conditions governing access to, and use of, the data, offered by Choreograph on the Marketplace
- D. By accessing or using the data through the Marketplace, the Client (or "Consumer" referred to in the Marketplace) agrees to these terms and conditions.

1 Definitions

The terms set out in this Agreement shall have the meanings given to them below.

Append	means adding one or more data attributes from the Choreograph Data to Client Data.
Applicable Law	means applicable (a) federal, state, and local laws, including Data Protection Laws; (b) to the extent they have force of law, any regulations, statutory instruments, edicts, bylaws, directions or guidance from government or governmental agencies.
Authorised Users	means those employees, officers, and contractors of Client who are authorised by Client and approved by Choreograph to access and use the Choreograph Data.
Choreograph Data	means Choreograph's proprietary and licensed data, including all data attributes as further described in the Test License, as amended from time to time on written notice to Client.
Claims	means any actions, suits, claims, demands, investigations, and proceedings.
Client Devices	has the meaning given in Schedule B1.
Client Systems	means any information technology system(s) owned or operated by Client where Choreograph Data is delivered or made available to.
Confidential Information	means any information that is disclosed, provided or made accessible by, or on behalf of, one Party to the other Party in connection with this Agreement, and that is identified as "confidential" or "proprietary" or that, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary (e.g., product or business plans), but does not include information that the receiving Party already knew, becomes public through no fault of the receiving Party, or was independently developed by the receiving Party without reference to the disclosing Party's confidential information.
Data Protection Law	means all applicable data protection and privacy legislation and regulatory requirements in force from time to time and which apply to a party relating to the use of Personal Data or Personal Information.



Derived Data	means any data or information which is derived and newly created from Choreograph Data (but without including any of Choreograph Data), provided always that such derived data: (i) is not and does not modify any of the Choreograph Data; and (ii) cannot be identified as originating or deriving directly from the Choreograph Data and cannot be reverse-engineered such that it can be so identified; and (iii) is not substantially the same or capable of use as a substitute for Choreograph Data, for example, converting date of birth to numeric age.
License Records	has the meaning given in clause 12.1.
License Term	has the meaning given in clause 1.1.
Losses	means liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees).
a Model	means an algorithm which is predictive of certain consumer behaviours, created using Choreograph Data or Choreograph Data combined with other data.
Personal Data or Personal Information	shall have the meanings given to them in applicable Data Protection Law.
Security Breach	has the meaning given in Schedule B1.
Territory	means the United States.
Third Party Processor	has the meaning given in clause 3.1
Use Restrictions	means the obligations set out in clause 5.

DATA TEST LICENSE TERMS & CONDITIONS

1 Test License Term

- 1.1 The term of any Test License shall commence on the date on which Choreograph Data is first provided or made available to Client on the Marketplace and shall continue for a period of 30 days' unless earlier terminated in accordance with this Agreement (the "**License Term**").

2 Scope of License

- 2.1 Choreograph grants to Client a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license in Territory, for the duration of the License Term to use the Choreograph Data for the Permitted Uses solely for the purpose of testing and evaluating the suitability of Choreograph Data for use in Client's business operations in the marketing of its own products and/or services and subject to the terms of this Agreement.
- 2.2 This license is granted strictly to Client and sub-licenses are strictly prohibited (including to any affiliate of the Client).

3 Delivery of Choreograph Data

- 3.1 During the License Term, Choreograph shall supply or make available to the Client the Choreograph Data through the Marketplace. Choreograph shall first approve in writing any third party systems, tools or applications ("**Third Party Processor**") that will store, host or maintain Choreograph Data.
- 3.2 Where Client selects the destination or form of delivery for Choreograph Data, or any output files that include Choreograph Data, Client assumes all liability resulting from either delivery to erroneous recipients or breaches of security in transit.



4 Derived Data

- 4.1 Derived Data may be created by or on behalf of Client only as a result of the internal testing and evaluation and in accordance with terms of the Test License.
- 4.2 Any Derived Data may be used by the Client only for internal testing and evaluation purposes.
- 4.3 Choreograph shall have no liability for any Losses or any Claims which are attributable to Client's possession, use, development, modification or retention of any Derived Data.

5 Use Restrictions

Client agrees that Choreograph Data shall be used solely for the purpose of evaluating or validating Choreograph Data for potential use by Client for the marketing of its own products and/or services and for no other purpose. Client agrees and undertakes to comply with each of the following restrictions upon the use of Choreograph Data:

- 5.1 Segregation. Client shall (and, if applicable, compel its Third Party Processors to) appropriately source code or segregate the Choreograph Data to ensure that Choreograph is identified as the licensor or source of the Choreograph Data and to ensure that:
 - (a) use of the Choreograph Data is consistent with this Agreement and can be verified; and
 - (b) the Choreograph Data can be deleted at the end of the License Term.
- 5.2 Security and location of Choreograph Data. To the extent Choreograph Data is stored and maintained in either Client Systems or third-party systems, Client shall (and procure that its Third-Party Processors shall):
 - (a) ensure the Licensed Data is stored and maintained solely in Territory(ies); and
 - (b) ensure Choreograph Data is only used for the Permitted Uses and in accordance with the terms of the Test License; and
 - (c) comply with the security requirements set out in Schedule B1.
- 5.3 No individual reference services; no monetising; no resale. Client shall not use Choreograph Data or Derived Data:
 - (a) in connection with any individual reference service (being any service that provides data to help identify, verify, or locate individuals) or building a database for modelling;
 - (b) for or on behalf of any third party;
 - (c) for any revenue generating activities or resale applications including to create Models that are applied to any data set and monetised for or to any third party and/or to create custom audiences for or on behalf of any third party (or delivering them to any third party), or any activity which could be considered a "Sale" of Personal Information under Data Protection Law; or
 - (d) as the basis for any business decision other than deciding whether to enter into a subsequent data license agreement with Choreograph for the use of Choreograph Data.
- 5.4 Third party processor. Client shall not provide, or permit access to, Choreograph Data to any third party, including a third party processor unless:
 - (a) the third party is approved by Choreograph in writing; and
 - (b) the third party enters into a written contract that contains terms substantially the same as those set out in this Agreement and in particular as it relates to restrictions and limitations on the use and disclosure of Choreograph Data.



In the event such third party breaches any restrictions or limitations set forth in this Agreement, it shall be considered a breach by Client, entitling Choreograph to exercise all of its legal and equitable remedies against Client.

5.5 Prohibitions. Client agrees that it will not:

- (a) use Choreograph Data for any purpose other than evaluating or validating Choreograph Data for potential future use by Client for the marketing of its products and/or services;
- (b) copy Choreograph Data other than for security purposes;
- (c) decompile, decode, reverse engineer Choreograph Data, in whole or in part, or act or fail to act in such a way to permit any of the foregoing;
- (d) Append Choreograph Data to any other file without the express written consent of Choreograph;
- (e) make available, disclose or otherwise provide Choreograph Data to any third party not previously authorized in writing by Choreograph;

5.6 Client agrees to comply with current and future contract restrictions imposed by Choreograph data source providers as such restrictions are made known to Client.

6 Authorised Users

6.1 Client is responsible for any use of and access to Choreograph Data and Derived Data by its Authorised Users, including any use or access by Authorised Users in Choreograph's proprietary tools and applications.

6.2 Client shall be directly liable to Choreograph for all Claims and Losses howsoever arising out of or in connection with Authorised Users' access to or use of the Choreograph Data and Derived Data in breach of this Agreement.

7 Fees for Choreograph Data

7.1 Neither party will charge the other any fees in connection with this Agreement.

8 Termination

8.1 Termination.

- (a) Choreograph may terminate this Agreement or any Test License, without any cost, obligation or liability to Client at any time, on written notice to the Client, if Choreograph reasonably determines that the provision of the Choreograph Data has become unlawful.
- (b) Either Party (non-Breaching Party) shall have the right to terminate this Agreement immediately upon written notice to the other Party (breaching Party), for:
 - (i) material breach, which shall include a breach of any of the representations and warranties in clause 9, provided however that if such breach is capable of cure, the breaching Party will have ten (10) days from the date of such notice to cure such breach; or
 - (ii) where Choreograph is the non-breaching Party, if there has been a Security Breach or a breach of the Use Restrictions relating to Choreograph Data or Derived Data.

8.2 Effect of Termination. Upon the termination or expiration of the Agreement or applicable Test License, Client shall:



- (a) discontinue using Choreograph Data and delete all Choreograph Data in Client's possession including from Client Systems or Third Party Processor systems. For the avoidance of doubt, following termination or expiration, any Model must not contain any Choreograph Data (including to re-score or update the Model) and the output of any application of the Model must not contain any Choreograph Data;
- (b) provide a certificate of deletion, and shall procure that its Third Party Processors provide the same to the extent Choreograph Data is stored and maintained in Third Party Processor systems.

9 Warranties and Disclaimers

9.1 Each Party represents and warrants that:

- (a) it has and will have all necessary rights and authority to enter into and to perform its obligations under this Agreement; and
- (b) it will perform its obligations under this Agreement in compliance with Applicable Laws.

9.2 Client further represents and warrants to Choreograph that it will use Choreograph Data and Derived Data in compliance with Applicable Laws and the terms of this Test License;

9.3 All Choreograph Data is provided "as is". Choreograph makes no representations or warranties regarding the accuracy, timeliness, completeness, reliability, or fitness for a particular purpose of the Choreograph Data or any results or consequences obtained from using of Choreograph Data.

9.4 Except as expressly stated in this Test License all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Applicable Law.

10 Indemnity

10.1 Client will defend, indemnify and hold harmless Choreograph and its affiliates and its and their respective officers, directors, and employees from all third-party Claims and Losses arising out of or in connection with: (i) a breach of Applicable Laws; (ii) a breach of the representations and warranties in clause 9; (iii) an infringement, misappropriation, or violation of any third-party intellectual property rights.

11 Limitation of Liability.

11.1 Choreograph's sole liability for non-provision of Choreograph Data hereunder, as Choreograph may elect, regardless of the form of action, will be either (i) providing the Choreograph Data as soon as reasonably possible; or (ii) relieving Client of its obligation to evaluate Choreograph Data.

11.2 To the fullest extent permitted by law regardless of the theory or type of claim and subject to clause 11.3:

- (a) no Party may be held liable under this Test License or arising out of or related to performance of this Test License for any indirect, incidental, consequential, special, punitive or exemplary damages, even if the Party is aware or should know that such damages are possible; and
- (b) whether liability arises in contract, tort (including negligence or breach of statutory duty), misrepresentation (including under or with respect to any indemnity), restitution or otherwise, except for Client's liability under clause 10.1, each party's maximum aggregate liability under this Test License will not exceed \$10,000 USD.



11.3 Nothing in this Agreement shall limit either Party's liability for fraud or fraudulent misrepresentation, intentional misconduct, death or personal injury caused by its negligence, matters that cannot be excluded or limited by applicable law, or amounts payable to third parties under clause 10.

11.4 Client shall be liable for the acts and omissions of its Third Party Processors as if they were the acts and omissions of the Client.

12 Records and Audit

12.1 Client shall keep detailed, accurate and up-to-date records showing, during the previous 12 months, usage of the Choreograph Data including Usage Reports (if applicable) and Derived Data, and the steps taken by Client to comply with its obligations under the Test License including Use Restrictions and data security obligations ("**License Records**").

12.2 Client shall permit Choreograph and its third-party auditors, at Choreograph's own cost and expense, on reasonable notice (but without notice in case of any reasonably suspected breach of the Test License or in the case of a Security Breach) to inspect the License Records and/or Client Systems and Third Party Processor systems for the purposes of auditing Client's compliance with its obligations under the Test License.

12.3 Client's obligations and Choreograph's rights under this clause 12 shall continue and survive for a period of 1 (one) year after the date of expiry or termination of the Test License and Client shall give all necessary assistance to the conduct of such audits.

13 Intellectual Property

13.1 Choreograph (and/or its licensors) own and retain all Intellectual Property Rights in Choreograph Data and any Model created by Choreograph, and the methods and processes it employs in collecting, decoding, assembling, updating, accessing, enhancing, and modelling Choreograph Data, and associated source and object codes and documentation.

13.2 Client acknowledges and agrees that it shall have no right, title, or interest in or to the Choreograph Data, Derived Data, or any Models created by Choreograph, except as expressly set out in the Test License.

14 Confidentiality.

14.1 The receiving Party may use Confidential Information only to exercise its rights and fulfil its obligations under this Test License and must use reasonable care to protect Confidential Information. The receiving Party will not disclose Confidential Information, except to employees, subcontractors, and agents, and Third Party Processors (approved by Choreograph) who need to know it and who are obligated to keep it confidential on the same or substantially similar terms as this clause 14. No Party may disclose Confidential Information to a third party without the prior written consent of the other Party, except (a) to its professional advisors and financing sources, or to a third party (including, an affiliate) reviewing or auditing the systems and/or records of the receiving Party, in each case under a strict duty of confidentiality; (b) for purposes of enforcing its rights under this Test License; and (c) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to the disclosing Party and using commercially reasonable efforts to provide the disclosing Party with the opportunity to seek a protective order or the equivalent (at the disclosing Party's expense)).

14.2 Client acknowledges and agrees that Choreograph's Confidential Information includes the terms of the Test License and the source or origin of the Choreograph Data, including that



Choreograph is the Licensor, and Client shall comply with its obligations in clause 14.1 in respect of the same.

- 14.3 Further, Client shall not disclose in any direct mail, telephone solicitation or survey, any reference to selection criteria or any presumed knowledge about the recipient derived from the Choreograph Data.

15 Miscellaneous

- 15.1 All notices under this Agreement must be in writing and sent to the attention of the other Party at their address set forth in the "Parties" section of this Agreement. Notice will be deemed given when delivered.
- 15.2 This Agreement is governed by the laws of New York, excluding its conflicts of law rules. THE JURISDICTION AND VENUE FOR ALL DISPUTES HEREUNDER WILL BE THE STATE AND FEDERAL COURTS IN COUNTY AND STATE OF NEW YORK, AND THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- 15.3 Client shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Choreograph.
- 15.4 This Agreement is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 15.5 All amendments hereto must be executed in writing by both Parties.
- 15.6 Failure to enforce any provision of this Agreement will not constitute a waiver.
- 15.7 If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 15.8 The Parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 15.9 The Parties may execute this Agreement in counterparts, including, without limitation, facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

Schedules to Client Agreement

Schedule B1: Data Security Obligations



Schedule B1: Data Security Obligations

1 Data Security

Client shall:

- 1.1 Implement and maintain physical and electronic security measures to prevent unauthorised access, use, alteration, abuse, theft or misappropriation of the Choreograph Data or any Client System or other system or information used in connection with the Choreograph Data, to the same level of security and privacy Client implements for its own most sensitive data;
- 1.2 maintain reasonable up to date anti-virus definitions and security patches for all Client Systems and any other applicable systems and software in order to properly prevent against commonly known threats;
- 1.3 notify Choreograph without undue delay (and in any event within 48 (forty eight) hours) of becoming aware of:
 - (a) any security breach of the Client Systems or Client Devices (as defined below) that affect Choreograph Data;
 - (b) any unauthorised access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Choreograph Data on or from Client Systems or Client Devices; or
 - (c) any circumstance relating to the security of the Choreograph Data which requires Client to make a notification to any governmental or regulatory body or affected party under Applicable Law,(each, a "**Security Breach**");
- 1.4 in any notification to Choreograph required under paragraph [1.3], Client shall:
 - (a) promptly provide to Choreograph a description of the incident, the Choreograph Data accessed, and such other information as Choreograph may reasonably request concerning the Security Breach; and
 - (b) provide reasonable co-operation in assisting with the mitigation of and responding to queries regarding the Security Breach;
- 1.5 unless prohibited by Applicable Law, notify Choreograph of any request that it receives for disclosure of Choreograph Data required by law or by a governmental or regulatory body, including any legal process initiated by any governmental or regulatory entity in any jurisdiction;
- 1.6 transmit and store all Choreograph Data in an encrypted format using best industry standard encryption technology;
- 1.7 maintain a firewall for all systems and internet connection points, with access control restricted to that required for authorised use of the systems and applications in connection with this Agreement ;
- 1.8 provide physical security to prevent unauthorized access to any device used to access the Choreograph Data and/or systems and applications in connection with this Agreement ;
- 1.9 ensure that all remote personal computing systems, workstations, laptops and other Client Devices that access the Choreograph Data and/or systems and applications in connection with this Agreement have functional and current anti-virus and firewall software installed and have appropriate security patches applied; and
- 1.10 not attempt to exceed the permitted access to a system or application, including Choreograph Tools, authorised by Choreograph in connection with this Agreement.



2 Client's Security Program

- 2.1 Client shall have in place, and comply with, an information security program ("**Security Program**") that has administrative, technical, and physical safeguards that are appropriate for its size and complexity, the nature and scope of its activities, and the sensitivity of information transmitted or received in connection with this Agreement .
- 2.2 Such Security Program shall include, at a minimum, the best available security practices and systems applicable to:
- (a) maintain and enforce the physical security of all premises in which Choreograph Data will be processed or stored;
 - (b) enforce the territorial and use restrictions of this Test License;
 - (c) ensure that best industry practice precautions are taken with respect to the employment of and access given to Client's Authorised Users (including training and access controls) and so as to ensure that Choreograph Data is accessible only to such of Client's Authorised Users who need to have access to it and only to the extent necessary for proper and compliant use under this Test License; and
 - (d) ensure the encryption of the Choreograph Data that is collected, processed, transmitted by, accessed from or maintained by Client and/or its Authorised Users on its or their respective Client Systems and any other applicable networks, systems and premises or stored on any digital or electronic portable storage devices such as laptops, CDs, diskettes, portable drives, magnetic tapes and other similar devices (collectively, the "**Client Devices**") on which Choreograph Data is held.

3 Security and Passwords

- 3.1 Where Choreograph uses any security feature (including any key, PIN, password or token) (each a "**Security Feature**") in relation to the Choreograph Data (wholly or in part), such Security Features must be kept confidential and not lent, shared, transferred or otherwise misused.