

MASTER SERVICES MSA

This Master Services Agreement (this “MSA”) is by and between Datassential, Inc., with offices located at 176 N Racine Ave., Suite 250, Chicago, IL, 60607 (“Provider”), and Customer. This MSA is effective as of the effective date of the first Product Order for Services executed by Customer (the “Effective Date”). By executing a Product Order, Customer accepts and agrees to be bound by this MSA. Provider and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

1. DEFINITIONS

- 1.1. “**Custom Data**” means customized data that Provider collects on behalf of Customer pursuant to a Product Order. Custom Data excludes Provider IP.
- 1.2. “**Customer**” means the entity that Provider is providing or selling products or services to pursuant to a Product Order.
- 1.3. “**Deliverables**” means any report or other written analysis to be provided or produced by or on behalf of Provider, individually or jointly with Customer, in the performance of the Services as set forth in an agreed upon Product Order issued under this MSA.
- 1.4. “**Provider IP**” means all administrative communications, records, files and working papers relating to the Services and all intellectual property, ideas, concepts, know-how, tools, models, methodologies, data, insights, and techniques utilized or developed by Provider prior to the Effective Date or independently from the Services.
- 1.5. “**Service**” or “**Services**” means the professional services described in a Product Order issued under this MSA.
- 1.6. “**Product Order**” means a document duly executed by both Parties, pursuant to which Customer may order specific Services on a project-by-project basis.

2. DESCRIPTION/CONDITIONS OF SERVICE

2.1. **Services and Deliverables.** Product Orders will be used to process Customer’s purchase of Services and Deliverables. Each Product Order incorporates the terms and conditions of this MSA and will be attached to and incorporated into this MSA. Each Product Order will describe, if applicable, any Deliverables and the acceptable criteria, if any, for each of the Deliverables (“Acceptance Criteria”). If a Product Order identifies Acceptance Criteria, Customer shall review and evaluate each of the Deliverables within ten (10) business days following delivery or completion thereof (in either case, the “Acceptance Period”) to determine whether a Deliverable substantially conforms to such Deliverable’s Acceptance Criteria. If Customer does not provide Provider written notice that a Deliverable does not substantially conform to such Deliverable’s Acceptance Criteria prior to the end of the Acceptance Period therefor, Customer will be deemed to have accepted such Deliverable. If any Deliverable fails to substantially conform to such Deliverable’s Acceptance Criteria, then Customer must provide Provider written notice during the Acceptance Period specifying the aspects of such Deliverable that are non-conforming and the modifications necessary to make it conform thereto. Thereafter, Provider shall use commercially reasonable efforts to modify such Deliverable to so conform and resubmit the Deliverable to Customer for acceptance. If, after two (2) successive attempts, Provider is unable to remedy the non-conforming aspect of such Deliverable, Customer may terminate the applicable Product Order.

2.2. Modifications. Customer may request changes that affect the scope of the Services performed under a Product Order, including changes to the Deliverables. If the Customer requests such a change, Customer shall provide Provider written notice. Thereafter, Provider shall promptly notify Customer if it believes an adjustment to the Product Order is required to meet Customer's change request. In such event, the Parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable Product Order. Notwithstanding the foregoing, neither Party shall be bound by any change requested hereunder until such change has been documented in a written amendment to the applicable Product Order signed by both Parties.

2.3. Relationship to Datassential Platform Subscription. This MSA is limited to the Services and does not convey any right to use Provider's online Platform (as defined in the Datassential Platform Subscription MSA). Any use of the Platform by Customer will be governed by a separate MSA. Customer agrees that its purchase of Services is not contingent on the use of the Platform.

3. PAYMENT AND EXPENSES

3.1. Payment Terms. Unless otherwise expressly stated in a Product Order, Services shall be provided on a time and materials basis in accordance with the fee schedule set forth in each Product Order. In the absence of a fee schedule, Customer agrees to pay Provider's then-current hourly rates for the Services. If Provider quotes a price for particular Services or a particular Deliverable (the "Quoted Amount"), the Quoted Amount shall be deemed an estimate, unless expressly stated otherwise in a Product Order, and Provider shall notify Customer prior to incurring fees in excess of the Quoted Amount. Customer shall be responsible for any sales or use taxes which may be imposed. Interest shall accrue on any delinquent amounts owed by Customer at the rate of 1.5 percent (1.5%) per month, or the maximum rate permitted by applicable law. Customer agrees to reimburse Provider for all documented and pre-approved expenses and costs.

3.2. Payment. Unless otherwise stated in an applicable Product Order, Customer shall pay (a) fifty percent (50%) of the Quoted Amount upon executing a Product Order and (b) all remaining fees accrued pursuant to a Product Order upon completion of the Services or delivery of the Deliverable. If Provider does not provide a Quoted Amount for an Product Order, Customer shall pay Provider within thirty (30) calendar days after receipt of each invoice.

3.3. Invoicing. Provider shall invoice Customer as set forth in each Product Order or, in the absence of an invoice schedule, shall invoice Customer monthly. All invoices will be in U.S. Dollars and include any incurred Expenses. Unless otherwise specified in the applicable Product Order, Customer shall reimburse Provider for out-of-pocket expenses incurred by Provider in connection with performing Provider's obligations under this MSA, including reasonable travel expenses ("Expenses"). Any such Expenses shall be billed based on the actual expense and such charges will be supported by appropriate documentation.

4. INTELLECTUAL PROPERTY

4.1. Provider IP. Customer acknowledges that Provider may use Provider IP to provide the Services and that Customer may obtain access to certain Provider IP as a result of Provider's performance of its obligations under this MSA. Notwithstanding anything to the contrary in this MSA, Provider IP is and shall remain the sole and exclusive property of Provider and Provider shall retain all right, title and interest in and to the Provider IP and all derivative works thereof developed by Provider while performing Provider's obligations under this MSA. In the event Customer is deemed by law or otherwise to have any ownership rights in Provider IP, Customer hereby irrevocably and unconditionally assigns and agrees to assign all such rights to Provider and Customer agrees to execute and deliver at the request of Provider such instruments, certificates, assignments, and/or other MSAs as are reasonably necessary in order to vest in Provider all such ownership rights.

4.2. Ownership of Deliverables. Upon full payment by Customer, any Deliverables provided pursuant to this MSA will become the sole property of Customer, except to the extent that any Provider IP is incorporated into a Deliverable, in which case Provider shall grant Customer a perpetual, irrevocable, non-exclusive, non-transferable (except as contemplated by Section 9.3) license to use Provider IP solely for Customer's internal business purposes.

4.3. Ownership of Custom Data. Upon full payment by Customer, any Custom Data provided to Customer pursuant to this MSA will become the sole property of Customer, and Provider will assign all right, title, and interest (including all intellectual property rights) in such Custom Data to Customer. Notwithstanding anything to the contrary, Customer grants Provider a perpetual, irrevocable, non-transferable, non-exclusive (except as contemplated by Section 9.3) license to use, modify, create derivative works of, and replicate the Custom Data for Provider's internal business purposes and for improving the functionality of Provider's offerings.

4.4. Restrictions. Subject to the exceptions set forth below, Customer agrees not to reproduce or modify any portion of the Provider IP, and will not disclose, sell, sublicense or otherwise transfer or make available all or any portion of the Provider IP to any third party without the prior written consent of Provider. Customer shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of the Provider IP. Customer shall not create derivative works based upon all or part of the Provider IP. Customer may only share Provider IP with Customer's employees and consultants that are under confidentiality obligations similar to those contained in this MSA provided that the consultant is not a direct competitor of Provider.

4.5. No Resale, Third Party Services. Except as otherwise provided in this MSA, Customer shall not resell, redistribute or make available Provider IP, Custom Data, the Services or the Deliverables to any third party and shall not use the Provider IP, Custom Data, or Deliverable to provide services to any third party.

4.6. Know-How. Notwithstanding anything to the contrary contained herein, none of the provisions of this MSA shall prevent Provider, its employees, agents, or affiliates from using the general skills and knowledge gained while performing duties under this MSA or under one or more of the Product Orders.

5. TERM AND TERMINATION

5.1. Term. The initial term of this MSA is from the Effective Date and shall continue thereafter unless terminated by either Party pursuant to the termination provisions of Section 5.2 below.

5.2. Termination.

5.2.1. Termination for Convenience. Either Party shall have the right to terminate this MSA and any Product Orders issued hereunder upon forty-five (45) days' written notice for any reason.

5.2.2. Termination for Cause. Either Party shall have the right to terminate this MSA, and any Product Orders issued hereunder, for cause in the event that the other Party, its officers, employees, or agents breaches any material provision of this MSA and fails to cure such breach within fifteen (15) days (or other such period as agreed upon between the Parties) of receipt of written notice from the non-breaching Party.

5.2.3. Termination for Business Impact. Either Party shall have the right to immediately terminate this MSA, and any Product Orders issued hereunder, upon written notice if the other Party (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency

proceeding under Federal or state statute; or (c) becomes insolvent or becomes subject to control by a trustee, receiver or similar authority.

5.3. Effect of Termination. Unless otherwise specified in the notice of termination, termination of this MSA shall not affect any Product Order(s) then in effect, and this MSA shall continue in full force and effect solely with respect to such Product Order(s) until the termination or expiration of each Product Order. Upon termination of this MSA or any Product Order, as the case may be, for any reason, the Parties shall have the following obligations: (a) Customer shall pay to Provider, without offset, (i) all amounts invoiced and unpaid as of the date of termination, (ii) all Expenses incurred through the date of termination, and (iii) an amount equal to Provider's fees for all Services performed through the date of termination, whether or not previously invoiced and whether or not any milestone, deliverable, acceptance, or completion condition has been satisfied. The amount payable under clause (iii) shall be calculated at the rates set forth in the applicable Product Order or, where no rates are stated, at Provider's then-current hourly rates; provided that where a Product Order states a fixed fee, the amount payable under clause (iii) shall be the portion of that fixed fee corresponding to the proportion of the Services performed through the date of termination. Amounts previously paid by Customer, including any deposit or advance payment, shall be credited against amounts payable under this Section 5.3(a). The Parties acknowledge that amounts payable under this Section 5.3(a) constitute compensation for Services actually performed and Expenses actually incurred, and do not constitute a penalty or liquidated damages. This Section 5.3(a) applies notwithstanding any payment schedule, milestone, deposit, or completion-based payment term set forth in any Product Order. (b) subject to and contingent upon Customer's compliance with foregoing subsection (a), Provider shall deliver to Customer all Deliverables created or developed through the date of termination, and (c) all Confidential Information disclosed by either Party shall be returned to Disclosing Party or destroyed. If a Product Order is terminated early for any reason, Provider shall provide Customer with a final invoice for the amounts payable under Section 5.3(a).

6. CONFIDENTIALITY

6.1. Confidential Information. "Confidential Information" shall mean any information provided by a Party to the other Party that is reasonably considered confidential given the circumstances of disclosure and the nature of the information. Confidential Information shall include all research, development or business plans, customer and vendor information, operations, systems, policies, procedures, practices, Provider IP, and/or other business and financial information of Provider. Confidential Information does not include information (a) generally available to or known to the public; (b) previously known to the receiving Party; (c) independently developed by the receiving Party outside the scope of this MSA as shown by written evidence; or (d) lawfully disclosed by a third party.

6.2. Obligations. Each Party agrees that it, as receiving Party, shall: (a) treat all Confidential Information of disclosing Party as private and confidential; (b) not use any Confidential Information of disclosing Party other than in furtherance of this MSA; (c) not, without the consent of disclosing Party, disclose any Confidential Information to anyone other than employees, agents or affiliates of receiving Party who have a need to know under confidentiality obligations substantially similar to the terms of this MSA, and receiving Party shall remain liable to disclosing Party for any breach of confidentiality obligations set forth herein by any of receiving Party's employees, agents or affiliates; and (d) use no less than commercially reasonable efforts to ensure the privacy, confidentiality, and security of disclosing Party's Confidential Information.

7. NON-SOLICITATION

7.1. During the term of the MSA and for a period of twelve (12) months following the termination or expiration thereof, neither Party shall directly or indirectly solicit or recruit or encourage any of the other Party's employees, nor shall either Party encourage any of the other Party's employees to terminate their then-current employment. Nothing in this Section 7, however, is intended to restrict in any way the right of either Party to solicit generally in the media for personnel or restrict employees of either Party from pursuing, on their own initiative, employment opportunities with the other Party.

8. WARRANTIES, LIABILITY

8.1. Limited Warranty. Provider warrants that the Services will be provided in a professional manner pursuant to industry standards for the same or similar services. THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE. CUSTOMER'S USE OF THE DELIVERABLES IS AT CUSTOMER'S OWN RISK.

8.2. Exclusive Remedy. In the event of a breach of the warranty set forth in Section 8.1, Provider's sole obligation is to re-perform that portion of the Services that did not comply with the warranty; provided, however, that Customer notifies Provider of any such breach within thirty (30) days of delivery of the Services or Deliverable at issue. If after using commercially reasonable efforts Provider is unable to furnish Services or Deliverables that comply with the above warranty, Customer will be entitled to a refund of the fees paid to Provider for that portion of the Services or Deliverable that did not comply with the warranty. The foregoing represents Customer's sole and exclusive remedy for any breach of warranty under this MSA.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold Provider, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns harmless from and against any and all actual or threatened claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit (collectively "Claims") arising out of or in connection with (a) Customer's (including its employees, agents and contractors) breach or alleged breach of any representation, warranty or obligation of this MSA; and (b) Customer Confidential Information provided to Provider pursuant to the MSA or Provider's use thereof. Customer's indemnity obligation is subject to the following conditions: (x) Provider must give Customer prompt written notice of a Claim; (y) Customer must have exclusive control of the defense of the Claim; and (z) Provider must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Customer, at Customer's expense.

8.4. Provider Indemnification. Provider agrees to indemnify, defend and hold Customer, its officers, directors, employees, shareholders, agents, partners, successors and permitted assigns harmless from and against any Claims by third parties that the Deliverables infringe any third party intellectual property rights enforceable in the United States. Provider's indemnity obligation is subject to the following conditions: (a) the Claim must not result from the breach of this MSA by Customer; (b) Customer must give Provider prompt written notice of a Claim; (c) Provider must have exclusive control of the defense of the Claim; and (d) Customer must cooperate in the defense of the Claim and provide all information in their possession or control that may be requested by Provider, at Provider's expense. Provider shall have no obligation for any alleged infringement that arises from (x) the combination, operation, or use of the Deliverables or Provider IP with products, services, information, technologies, or processes not furnished or approved by Provider; (y) modifications to the Deliverables

or Provider IP not made or authorized by Provider; or (z) use of the Deliverables or the Provider IP except in accordance with the express terms of this MSA. Upon the occurrence of a claim for which indemnity is or may be due under this Section 8.4, or in the event that Provider believes that such a claim is likely, Provider may, at its sole option, (i) obtain a license to the applicable third-party intellectual property rights; or (ii) terminate this MSA on written notice to Customer and refund to Customer of a portion of the fees paid by Customer for the infringing Deliverable. The foregoing states the entire liability of Provider and Customer's sole remedy for any actual or alleged infringement or misappropriation with respect to infringement of any patents, copyrights, trade secrets, or other proprietary rights by the Deliverables, Provider IP, or any part thereof.

8.5. Limitation of Liability. NEITHER PROVIDER, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, PARTNERS, SUCCESSORS AND PERMITTED ASSIGNS, SHALL BE LIABLE TO CUSTOMER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE SERVICES OR DELIVERABLES, INCLUDING WITHOUT LIMITATION, COSTS OF DELAY, INACCURACY OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR BUSINESS OR SALES INTERRUPTION, EVEN IF PROVIDER, OR A REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S MAXIMUM LIABILITY UNDER THIS MSA SHALL BE THE AMOUNTS PAID TO PROVIDER FROM CUSTOMER UNDER THE PRODUCT ORDER UNDER WHICH THE CLAIM AROSE IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM.

9. GENERAL

9.1. Governing Law/Remedies. This MSA and all disputes, claims, actions, suits, or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Illinois without giving effect to the conflict of law principles thereof.

9.2. Notices. All notices, requests, approvals, consents, and other communications required or permitted under this MSA shall be in writing and shall be sent by either an overnight recognized carrier (such as FedEx, DHL, etc.) or by certified first-class mail, return-receipt requested, to the addresses set forth herein with a copy sent via email to Provider at legal@datassential.com. Notice is deemed given when it is received.

9.3. Assignment. This MSA shall be binding upon and shall inure to the benefit of the Parties hereto and their successors in interest and permitted assigns, except that neither this MSA nor obligations hereunder shall be assigned or transferred without the prior consent of the other Party. Notwithstanding anything contained herein to the contrary, a Party may assign this MSA, without the prior express written consent of the other, to: (i) a parent, subsidiary, or affiliate in connection with a corporate restructuring or change of control transaction, (ii) an entity purchasing all or substantially all of the Party's assets, or (iii) the surviving or resulting entity in the event of a merger; provided, however, the assignee agrees in writing to be bound by, and subject to, this MSA. In the event the assignee is a competitor of the non-assigning Party, the non-assigning Party may terminate this MSA immediately upon providing written notice to the assignor.

9.4. Force Majeure. If and to the extent that either Party's performance of any of its obligations pursuant to this MSA is prevented or delayed by fire, acts of God, acts of war, terrorism, riots, or any other similar or dissimilar cause beyond the reasonable control of Provider (each, a "Force Majeure Event"), then that Party shall be excused for such non-performance, as applicable, of those obligations

affected by the Force Majeure Event for as long as such Force Majeure Event continues. Provider is not responsible for Customer's internet connection or service, and is not responsible for issues relating to availability, performance, privacy, or security resulting from the use of the internet or third party networks to transmit data. If such Force Majeure Event continues for a period of two (2) months or more, either Party shall have the right to terminate this MSA effective at any time during the continuation of such Force Majeure Event by giving the other Party at least thirty (30) days' written notice to such effect.

9.5. Independent Contractor. For purposes of this MSA, Provider is an independent contractor. Nothing contained herein shall be construed to create an employment, principal-agent relationship, or joint venture between Provider and Customer, and neither Party shall have the right, power or authority to obligate the other to any third party.

9.6. Insurance. Provider shall carry and maintain in force at all times relevant hereto insurance of the types and minimum coverage amounts customarily carried by businesses of similar size and nature, respectively. Provider shall provide written proof of such insurance coverage within ten (10) business days of a written request for such proof by Customer.

9.7. Miscellaneous. This MSA and any Product Orders attached hereto constitute the entire MSA between the Parties and supersede any prior negotiations, representations, and promises, written or oral, with respect to the subject matter hereof. Except as set forth in Section 9.8, this MSA may only be amended in a writing designated as such and signed by both Parties. If any provision of this MSA is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective parties hereto with the same effect as though the invalid or unenforceable provision was deleted. If any terms of this MSA conflict with a Product Order, then this MSA shall govern. No delay by a Party in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. The following provisions shall survive expiration or the earlier termination of this MSA: Sections 3, 4, 5.3, 7, 8.3, 8.4, 8.5, and 9. This MSA may be executed in several counterparts and via electronic signature, each of which will be deemed to be an original. This MSA may be transmitted by facsimile or digitally, and it is the intent of the Parties that a copy of the facsimile/electronic signature be an original signature and any complete photocopy of this MSA to be deemed an original counterpart.

9.8. Modification of MSA. Provider reserves the right to modify the terms of this MSA, as necessary from time-to-time, in its sole discretion, provided that such modification shall not have any retroactive effect but shall be effective upon publication at this link and will apply for the remainder of the term of a Product Order, unless and until modified again.