

Master Services Agreement

This Master Services Agreement (“**Agreement**”), dated _____, 2022 (the “**Effective Date**”), is by and between _____ a corporation (“**Client**”), and Anteriad, LLC, a Connecticut limited liability company (“**Company**”). Company and Client also may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Anteriad is a full-funnel marketing solutions provider. We provide our clients data-driven services to create audiences, drive demand, , and provide analytical insight to improve marketing outcomes (the “**Services**” and as further set forth below);

Client desires to engage Company to provide certain Services, and the Company wishes to provide the Services, as set forth in one or more statements of work, in accordance with the terms herein.

The parties hereby agree as follows:

1. Scope of Services.

- (a) Services. Subject to the terms of this Agreement, Client hereby subscribes for, and the Company agrees to provide: (i) certain licensed proprietary data, data sets, and other information (the “**Licensed Data**”); and (ii) the related support, enhancement, consulting, or other services (collectively, the “**Services**”), each as is more specifically described in one or more Statements of Work or Insertion Orders (each, a “**SOW**”) between the parties.
- (b) Statements of Work. Each SOW shall specify: (i) the scope and details of the Services thereunder; (ii) the Fees and payment schedule for the Services, and (iii) any other relevant information pertaining to the Services. Each SOW shall be a separate agreement incorporating the terms of, and governed by, this Agreement. No SOW shall be binding upon the parties unless signed by duly authorized representatives of the parties. If the terms of any SOW conflict with those in this Agreement, the Agreement shall govern, unless the SOW specifically identifies a provision of this Agreement that is to be superseded by the SOW. The term of each SOW shall be as set forth therein or, if no term is specified, shall commence on the parties’ full execution thereof and will be terminable upon 30 days written notice.
- (c) No Exclusivity. Nothing herein is intended nor shall be construed as creating an exclusive relationship between Client and Company.
- (d) Status For Purposes of GDPR. Solely to the extent applicable, should Client provide Licensed Data to Company related to a data subject in the European Union or United Kingdom, then for purposes of the GDPR each party shall be a “controller” of the data that it receives and processes. Accordingly, to the extent the GDPR applies to such Licensed Data, each party and agrees to comply with all obligations imposed upon controllers by the GDPR, *provided that* as to the [_____] product, Company shall act solely as a processor for the Company, authorized to collect, process and provide the data to Company, subject to the Data Protection Agreement incorporated by reference into the [Order Form?] for the [_____] product.

2. Term and Termination.

Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (“Initial Term”), unless terminated earlier under this Section. After the Initial Term, this Agreement may be renewed for successive one (1) year periods upon mutual written agreement of the Parties (“Renewal Term”). The Initial Term and any Renewal Term(s) are collectively referred to as the “Term”.

Termination for Cause. This Agreement may be terminated by either Party: (i) if the other Party fails to observe or perform any material term or condition of this Agreement and does not cure such failure within thirty (30) days after written notice by the other Party; or (ii) if the other Party makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy or if a petition in bankruptcy is filed against such other Party and is not dismissed within thirty (30) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party.

Survival Provisions. Section(s) Scope of Agreement, Warranties and Disclaimers, Limitations and Indemnification, Confidentiality and Security, Term and Termination and Miscellaneous 2, 5, 6, 7, 8 and 10 shall survive the termination or expiration of this Agreement. MreitB2B will retain any Data provided by Company prior to the effective date of termination

3. Compensation, Taxes and Expenses.

- (a) Fees. Client shall pay the Company the compensation specified in the applicable SOW (the “Fees”).
- (b) Invoices and Payment Terms. Unless otherwise expressly stated in a SOW, Company shall submit invoices to the designated Client employee. Payment shall be made in United States dollars within thirty (30) days after the submission of an invoice. The reason(s) for any withheld payment shall be detailed in writing to the Company. Except for such Fees that Client disputes, reasonably and in good faith, if Client fails to make any payment when due, in addition to all other remedies that may be available: (i) Company may charge interest on all overdue amounts at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Client shall reimburse Company for all reasonable costs incurred by Company in collecting any Fees, late payments or interest, including attorneys’ fees and legal costs; and (iii) if such failure continues for thirty (30) days following written notice thereof, Company may suspend its performance of this Agreement until all amounts due have been paid, without incurring any obligation or liability to Client or any other person.
- (c) Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Company’s income.
- (d) Expenses. Company will bear sole responsibility for all expenses incurred in connection with the performance of the Services unless otherwise set forth in an SOW.

4. Data License

- (a) License Grant. Subject to, and conditioned on Client’s payment of the Fees and compliance with all other terms of the Agreement, Company hereby grants to Client a non-exclusive, term-limited, non-sublicensable, non-transferable license (“License”) to use the Licensed Data solely as set forth herein and in accordance with the applicable SOW, beginning on the effective date of the SOW.
- (b) Use Restrictions. Client shall only use the Licensed Data subject to the restrictions set forth in the SOW, and shall not disclose, release, distribute, or deliver the Licensed Data, or any portion thereof, to any third party without Company’s prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Company. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Licensed Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Licensed Data or methods used to compile the Licensed Data, in whole or in part; (iv) remove any proprietary notices included within the Licensed Data; (v) publish, enhance, or display any compilation or directory based upon information derived from the Licensed Data; (vi) use the Licensed Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (c) Intellectual Property Ownership. Client acknowledges that, as between Client and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Licensed Data. Client further acknowledges that: (a) the Licensed Data is an original compilation protected by United States copyright laws; (b) Company has dedicated substantial resources to collect, manage, and compile the Licensed Data; and (c) the Licensed Data constitutes trade secrets of Company.
- (d) Reservation of Rights. Company reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Licensed Data.
- (e) Delivery. Company shall deliver the Licensed Data electronically on a regular basis as set forth in the SOW. The license granted hereunder, and the Company's representations, warranties, and covenants, shall only apply to the most recently delivered version of the Licensed Data.
- (f) Recordkeeping: Audit Rights. Licensee shall maintain current, accurate and complete books and records relating to the License and all payments due hereunder. Anteriad, or its designee, may at any time after the date of this Agreement, and for a period of two (2) years after the last use of any Information by Licensee, examine, inspect and audit such books and records and any source documents pertaining thereto. Such examination, inspection or audit shall take place during normal business hours upon at least three (3) business days prior notice. Anteriad may during the course of such examination, review or audit, make such copies and/or extracts of Licensee's books and records as Anteriad may deem appropriate. Anteriad shall abide by such security procedures and confidentiality and non-disclosure requirements as Licensee shall reasonably impose.

Upon reasonable notice and during regular business hours, Licensee will permit Anteriad to inspect the locations where, or computer systems on which, Information is used, stored or transmitted so that Anteriad can verify Licensee's compliance with this Agreement.

(g) Legal/Data Compliance

Each Party shall: (i) comply with all local, state, federal or foreign law, treaty, regulation or convention applicable to the Client in connection with the use of the Platform Services, including without restriction, the CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), the EU Data Protection Directive and other laws applicable to each Party related to privacy, publicity, data protection, electronic communications and anti-spamming laws. Each Party is responsible for the legality protection and use of Data that is stored on their Systems or used in connection with the Platform Services.

Company warrants that: (i) any and all Processing activities of Data carried out by Company for the purpose of gathering the Data have been carried out in compliance in all material respects with applicable Law on protection of individuals in the Processing of Data (the "Data Protection Law"); (ii) any Personal Data Processed for the purposes under (i) above, have been obtained and collected (and will be obtained and collected from the relevant data subjects or from other authorized sources, in compliance in all material respects with applicable Data Protection Law; (iii) Company has made commercially reasonable with any further requirements provided under applicable Data Protection Law.

Company represents and warrants to Client that: (i) it shall perform the Services in compliance with all applicable laws and regulations; (ii) it shall, in good faith, reasonably negotiate and execute any agreement related to data protection or data integrity requested by Client; (iii) the Company has undertaken reasonable efforts to ensure that the Licensed Data is accurate, current, and up-to-date as of the date provided to Client; (iv) the Services are provided free from viruses, worms, Trojan horses, spyware, adware, and other malicious code; and (v) it shall promptly provide, upon request, all electronic files, logs and approvals with the representations herein.

SCCs. Each Party warrants and undertakes that: i) use of Personal Data will be for limited and legitimate purposes; and (ii) upon notice, take reasonable and appropriate steps to stop Processing such Personal Data or remediate unauthorized use. Each Party will ensure that any Person permitted access to Personal Data under this Agreement also agrees in writing to comply with the Privacy Principles.

GDPR. Company warrants that to the extent Personal Data subject to GDPR is transferred to Company under this Agreement, such Personal Data will be used and Processed in accordance with the model clauses, as set forth at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:32010D0087> which is incorporated herein by reference (“Data Transfer Agreement”). The Data Transfer Agreement is governed by the Laws of the jurisdiction where ANTERIAD is located for purposes of the transfer.

International/EU-US Reciprocal Data Transfer. Each party shall comply with all applicable requirements in the performance of its obligations under the Agreement, including implementing and maintaining reasonable security measures appropriate to the nature of the information, in order to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure in accordance with the requirements of EU & UK GDPR Standard Contractual Clauses.

CCPA. Each Party shall comply with the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100, et. seq. (the “CCPA”) as of its effective date. When the Company does not directly collect Personal Information from California Consumers, as those terms are defined under the CCPA, it contractually binds its counterparties to only collect Consumer Personal Information in accordance with the requirements of the CCPA. These requirements include, without limitation, the obligation to obtain, maintain, and provide verifiable, valid, and lawful basis with respect to the collection of Personal Information, and to provide Company with a compliant notice of collection.

Where the Company serves as a Service Provider (as defined under the CCPA) to Client, Company shall:

- only collect, use, retain, or disclose personal information for the business purposes for which Client provides or permits personal information access in accordance with the Client's instructions.
- not collect, use, retain, disclose, sell, or otherwise make personal information available for Company's own commercial purposes or in a way that does not comply with the CCPA's restrictions on Service Providers. If a law requires the Company to disclose personal information for a purpose unrelated to the business purpose, the Company shall first inform the Client of the legal requirement and give the Client an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the business purpose or another compatible operational purpose.
- promptly comply with any Client request or instruction requiring the Company to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- provide a CCPA-compliant notice addressing use and collection methods that the Client specifically preapproves in writing. if the business purpose requires the collection of personal information from individuals on the Client's behalf. Company shall not modify or alter the notice in any way without the Client's prior written consent.

5. Confidential Information and Data Security.

- (a) Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as confidential (collectively, “**Confidential**

Information”). Without limiting the foregoing, for purposes of this Agreement, the Licensed Data will be deemed Confidential Information of Company. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, or sooner upon written request, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- (b) Data Security. Each party shall use reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Licensed Data and to protect the Licensed Data from unauthorized access, disclosure, duplication, use, modification, or loss.

6. Representations, Warranties and Covenants.

- (a) By Company. Company represents and warrants to Client that: (i) it shall perform the Services in compliance with all applicable laws and regulations; (ii) it shall, in good faith, reasonably negotiate and execute any agreement related to data protection or data integrity requested by Client; (iii) the Company has undertaken reasonable efforts to ensure that the Licensed Data is accurate, current, and up-to-date as of the date provided to Client; (iv) the Services are provided free from viruses, worms, Trojan horses, spyware, adware, and other malicious code; and (v) it shall promptly provide, upon request, all electronic files, logs and approvals verifying its compliance with the representations herein.
- (b) By Client. Client hereby represents and warrants to Company that: (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.
- (c) Disclaimer of Warranties. EXCEPT AS EXPLICITLY SET FORTH HEREIN, ALL OTHER WARRANTIES ARE EXPLICITLY DISCLAIMED. WITHOUT LIMITATION, THE DATA IS PROVIDED “AS IS” AND CLIENT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL BE FREE FROM ERRORS IN TRANSCRIPTION OR ACCURACY, OR WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT.

7. Mutual indemnification.

Company indemnification. Company shall indemnify and hold harmless the Client against any loss, damage or cost (including reasonable attorney’s fees) incurred in connection with claims, demands, suits or proceedings (“Claims”) made or brought against Client by a third party alleging that the use of the Platform Application, as contemplated hereunder, infringes the intellectual property rights of a third party. Notwithstanding the foregoing if Company reasonably believes that the Client’s use of Data/Services and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party’s intellectual property rights then Company may, at its expense: (i) procure for the Client the right to continue using the Data/Services; (ii) replace the same with other

software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Data/Services and/or Support as set out herein. Company shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Data/Services or Support with other equipment or software not supplied by Company or in a manner not consistent with Company's instructions.

Client indemnification. The Client agrees to indemnify and hold Company harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against Company by a third party arising from or relating to Client's use of Data/Services in violation of this Agreement or in violation of any applicable law.

Mutual Provisions. Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

8. Limitation of Liability.

NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES SPECIFIED IN THE ORDER FORM. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE COMPANY'S AGGREGATE LIABILITY TO CLIENT FOR THE COMPANY'S BREACH OF SECTION 4(g) (LEGAL/DATA COMPLIANCE) SHALL INSTEAD BE CAPPED IN THE AGGREGATE AT FOUR TIMES THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CLIENT HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE.

9. Miscellaneous.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, superseding all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter, and no party is relying on any representation or statement not contained within this Agreement. No person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.
- (b) Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (e) Governing Law; Submission to Jurisdiction; Attorneys' Fees. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States sitting in New York, or the courts of the State of New York and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waives any right to seek transfer or dismissal for lack of proper venue, personal jurisdiction, or convenience of any party or witness. The prevailing party shall be awarded its reasonable attorneys' fees and costs.
- (f) Assignment. Neither party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. However, either party may assign this Agreement without the other party's consent to an affiliate, successor to or a purchaser of all or part of its business or assets who is not a competitor of the other party

Either party agrees that if there is a change or transfer in ownership or company name, representatives or addresses prior to the completion of this agreement, the party making such change will promptly advise the other party. Furthermore, the contract will be binding on any assignee.

- (g) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 3, 4, 5, or 6 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (h) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- (i) Independent Contractor. Each of Company and Client is an independent contractor and neither party is, nor will be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.
- (j) Survival and Interpretation. All provisions that are intended by their nature to survive the performance of this Agreement will survive such performance, or the expiration or termination of this Agreement. Each provision of this Agreement will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise, notwithstanding the failure of the essential purpose of any remedy.

[signature page follows]

The parties have duly executed this Master Services Agreement by their duly authorized representatives, effective as of the Effective Date.

ANTERIAD, LLC	CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____