

Master Service Agreement

Terms and Conditions Governing Industry Intelligence Services

This Master Service Agreement ("**Agreement**") is made and entered into as of the Order Form Effective Date of the first Order Form executed between Industry Intelligence Inc. ("**Industry Intelligence**") and the Customer, described in such Order Form ("**Customer**"). The terms and conditions of this Agreement shall govern the Services to be provided by Industry Intelligence under any Order Form submitted by Customer and accepted by Industry Intelligence, as though the provisions of this Agreement were set forth in their entirety within such Order Form, and so that each Order Form and this Agreement shall be considered one, fully integrated document and agreement, but excluding therefrom any terms or conditions added by Customer to the Order Form which are inconsistent with this Agreement or with Industry Intelligence's terms in the Order Form.

1. License Grant/Limitations/Restrictions

Subject to the terms and conditions of this Agreement, Industry Intelligence hereby grants Customer a non-exclusive, non-transferable, non-assignable, worldwide limited license to use the Services provided hereunder solely for Customer's own business purposes for the Transaction Volume and time periods as set forth in each fully executed Order Form. All rights not expressly granted to Customer are reserved by Industry Intelligence and its licensors. Industry Intelligence reserves the right to make changes, modifications, and enhancements to the Services from time to time.

2. Limitations on Use

Except as otherwise expressly set forth in this Agreement, Customer will not (i) copy, modify, or translate the Services or the Content; (ii) create derivative works based on Services or the Content; (iii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the Services or the Content in whole or in part to any third party; (iv) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends that are in the Services or the Content or (v) reverse engineer, decompile or disassemble the Services or any part thereof or otherwise obtain or attempt to obtain the source code or object code underlying the Services. Additionally, Customer shall not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iv) attempt to gain unauthorized access to the Services or its related systems or networks. The rights granted to Customer under this Agreement are personal to Customer and Customer may not use the Services or the Content in connection with the operation of a service bureau, application service provider or other operation in which Customer processes or distributes information for the benefit of an unaffiliated third party or operates or hosts a private-branded or other site for the benefit of a third party.

3. Customer's Responsibilities

Customer is responsible for all activity occurring under Customer's User accounts and shall comply with all applicable laws and regulations in connection with Customer's use of the Services, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. Customer shall: (i) notify Industry Intelligence immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services; (ii) report to Industry Intelligence immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Content, Industry Intelligence Technology, Services or Deliverables that becomes known or suspected by Customer or Customer's Users; and (iii) not impersonate another Industry Intelligence user or provide false identity information to gain access to or use the Services.

4. Intellectual Property Ownership

Industry Intelligence alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Industry Intelligence Technology, the Content, the Services and any Deliverables, including to any and all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, to any Deliverable, the Industry Intelligence Technology or the Intellectual Property Rights owned by Industry Intelligence. The Industry Intelligence name, the Industry Intelligence logo, and the product names associated with the Services are trademarks of Industry Intelligence or third parties, and no right or license is granted to use them.

5. Fees, Payment Terms, Taxes, Billing Contact

Customer shall pay all fees or charges as specified on each executed Order Form and SOW ("**Fees**"). All payment obligations are non-cancelable and all amounts paid are nonrefundable. Industry Intelligence charges and collects in advance for Platform Fees and for committed Transaction Volume. Unless otherwise set forth in the applicable Order Form, payment is due upon receipt of Industry Intelligence's invoice, without offsets or deductions of any kind, and payment is due in US dollars. Late payments will incur a late charge of 1.5%. Client shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. In addition, Services are subject to suspension for failure to timely remit payment therefor, and Company may charge a reasonable reactivation fee for suspended Services. Unless otherwise set forth in this Agreement, an annual increase in fees of five percent (5%) of the previous year's rate will be reflected on the invoice.

6. Agreement Term, Order Form Term

The Initial Term of this Agreement shall begin on the Order Form Effective Date of the first Order Form and shall continue in effect until all underlying Order Forms with Customer have expired in accordance with the terms of such Order Form/s, or if this Agreement is terminated earlier, as provided herein. In the event that an Order Form contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable Renewal Service Term of such Order Form. This Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least 30 days prior to the end of the term.

7. Non-Payment and Suspension

In addition to any other rights granted to Industry Intelligence herein, Industry Intelligence reserves the right to suspend or terminate this Agreement, any related Order Forms, and Customer's access to the Services if Customer's account becomes delinquent and is uncured for a period of thirty (30) days. Delinquent invoices are subject to a late fee of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection. Customer will continue to be charged for Fees during any period of Service suspension due to Customer's delinquency. If Industry Intelligence initiates termination of this Agreement for cause, as further described in Section 8, Customer will be obligated to pay all remaining Fees due computed in accordance with their terms for the remainder of the applicable Order Initial Service Term, or Renewal Service Term thereof. Customer agrees that Industry Intelligence may charge such unpaid Fees to Customer's credit card or via ACH payment, or otherwise bill Customer for such unpaid Fees.

8. Termination for Cause

Either party may terminate this Agreement (and any Order Forms then in effect) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after delivery of notice of such breach.

9. Copyright

Customer understands that under the Copyright Act, title 17 of the United States Code, unauthorized replication or redistribution of any portion of Industry Intelligence Content, or of any of the content on the Services, constitutes an infringement of Industry Intelligence's copyright and subjects the infringer to legal action. Some forms of unauthorized replication or redistribution include (i) forwarding or emailing, (ii) printing multiple copies, (iii) copying from one application to another, (iv) faxing, (v) copying portions of publications of Industry Intelligence, and (vi) copying or reproducing content, in whole or in part. If Customer utilizes any Services to copy, distribute or disseminate any non-Industry Intelligence content, whether with or Industry Intelligence content, Customer shall defend, indemnify and hold Industry Intelligence harmless from any claim of any character made by any person or entity and arising directly or indirectly from such copying, distribution or dissemination of non-Industry Intelligence content.

10. Disclaimers

Customer accepts the services or the content as is. Industry intelligence disclaims any and all warranties, either express or implied, with respect to the services or the content, including but not limited to any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, any warranty regarding performance or accuracy or warranties of title or non-infringement of third party rights. In no event will industry intelligence be liable for any direct, indirect, incidental, special, exemplary or consequential damages, including, without limitation, procurement of substitute goods or services, loss of use, data or profits, business interruption, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus or bug, communication line failure, arising in any way out of the use of (or inability to use) services or the content or the inaccuracy of any content, however caused, under any theory of liability, whether based on breach of contract, tort or otherwise, whether or not industry intelligence has been advised of the possibility of such losses or damages. Customer further agrees that industry intelligence is not responsible and will not be held liable for any third party content transmitted through the services or the content, products or services available on other web sites accessed through links from the services or industry intelligence's web site. Links to third-party web sites are for convenience only, and their inclusion on the services or industry intelligence's web site does not imply any endorsement, guarantee, warranty or representation by industry intelligence, all of which are expressly disclaimed.

11. Internet Delays

Industry intelligence's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Industry intelligence is not responsible for delays, delivery failures, or other damage resulting from such problems not caused by industry intelligence.

12. Marketing

Customer grants Industry Intelligence the right to use Customer's name, mark and logo on Industry Intelligence's website and in Industry Intelligence marketing materials for the purpose of identifying Customer as an Industry Intelligence Customer. Customer further agrees that "Powered by Industry Intelligence" or similar marks may appear in forms, web pages and other outputs of the Services.

13. Notice

All legal notices (i.e. claimed breach or termination of Agreement or Order Form/s) required to be provided under this Agreement must be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service or (c), by certified US mail to the other party at the address set forth in the applicable Order Form or as otherwise communicated to the other party in writing. All other notices from Customer to Industry Intelligence may be made by emailing legal@industryintel.com and Industry Intelligence may give notice by emailing Customer's billing contact as specified on the order form. All notices shall be deemed to have been given upon receipt or, if earlier, two (2) business days after being deposited in the mail as required above. Either party may change its address by giving timely notice of the new address to the other party pursuant to this Section and identifying in such notice the date on which such change is effective.

14. Assignment

Customer may not assign this Agreement to any third party except upon Industry Intelligence's prior written consent, which consent is not to be unreasonably withheld. Any purported assignment in violation of this Section shall be void. This Agreement and each and all of the provisions hereof bind and benefit the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. General

This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This Agreement, together with any applicable Order Form(s) (including any other documents referenced therein and any amendments and renewals of the Order Forms), comprises the entire agreement between Customer and Industry Intelligence regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.