



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is between Vendr, Inc., with offices at 501 Boylston Street, Boston, MA 02116 (“**Vendr**”) and the entity entering into an SOW with Vendr, pursuant to this Agreement, for the purposes of purchasing Services (defined below) (“**Client**”) and is effective as of the date Client first accesses the Services (the “**Effective Date**”). Vendr and Client agree as follows:

1. **Services**

1. **Services.** Subject to the terms and conditions of this Agreement, Vendr shall perform certain professional services with respect to Client’s technology vendor contracts (the “**Professional Services**” and together with the Platform (defined below), the “**Services**”), each as mutually agreed to and set forth in one or more statements of work executed by both parties (each, a “**SOW**”). Vendr shall have sole discretion in staffing the Professional Services and Vendr shall remain liable for all acts and omissions of such individuals.
2. **Platform License; Client Content.** Subject to the terms and conditions of this Agreement, Vendr grants Client a limited, revocable, non-exclusive license to access and use the Platform by Client’s authorized users (each, a “**User**”) during the Term (as defined in Section 4). For purposes of the Agreement, “**Platform**” shall mean Vendr’s proprietary software-as-a-service application identified in the SOW that allows Users to access certain features and functionality through a web interface found on Vendr’s website. For the avoidance of doubt, the Platform is not required in order for Vendr to provide the Professional Services to Client. To the extent Client provides Vendr content, whether or not provided directly through the Platform (“**Content**”), Vendr may use the Content solely to provide the Services and to fulfill its obligations under this Agreement. Notwithstanding the foregoing, Vendr shall have a perpetual, irrevocable, license to use anonymized usage statistics with respect to Users’ use of the Platform for any lawful purposes and use Content in an aggregated and de-identified basis with the data of other Vendr customers to provide its services.
3. **Certain Restrictions on Use of Platform.** Client shall (a) be responsible for its Users’ compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Vendr promptly of any such unauthorized access or use, and (c) use the Platform only in accordance with the documentation made available by Vendr and with applicable laws and government regulations. Additionally, Client shall not (i) make the Platform available to anyone other than Users, (ii) sell, resell, rent or lease the Platform, (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious



material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Platform to store or transmit viruses or malicious code, (v) interfere with or disrupt the integrity or performance of the Platform, (vi) attempt to gain unauthorized access to the Platform or any related systems, software or networks (vii) or de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce the Platform to human-readable form or attempt to access the source code of the Platform, or (viii) use or view the Platform to create a product or service that is competitive with the Platform (The preceding (i) – (viii) collectively, the “**Restrictions**”). Vendr shall have the right (but not the obligation) to monitor Client’s and Users’ use of the Platform to confirm Client’s Users’ compliance with the terms of this Agreement, it being understood that such monitoring shall not require any additional information or efforts by Client and shall not interfere with Client’s use of the Platform.

4. **Modification.** Vendr reserves the right, at any time, to modify, suspend, or discontinue the Platform (in whole or in part) with or without notice to Client, provided that such modification, suspension, or discontinuance does not materially adversely impact the overall Services provided by Vendr to Client.
5. **Ownership of Intellectual Property.** Vendr owns all right, title, and interest in and to Platform. No rights are granted to Client hereunder other than as expressly set forth herein. Additionally, Client owns all Content. No rights to the Content are granted to Vendr hereunder other than as expressly set forth herein. Notwithstanding anything to the contrary, Vendr shall own any feedback and suggestions (collectively, “**Feedback**”) that may be made by Client to Vendr with respect to the Services, whether or not Vendr incorporates such Feedback into the Services.
6. **Client Responsibilities; Other Service Providers.** Client shall (a) designate at least 1 employee with knowledge of Client’s business as its primary contact to be available for communication with Vendr in providing the Services, (b) provide Vendr with accurate and complete information and timely decisions and approvals, upon which Vendr will be entitled to rely, (c) provide Vendr with such assistance and access as Vendr may reasonably request, including by making available to Vendr, at no charge, all personnel, information, and services reasonably required by Vendr for the performance of the Services, and (d) procure all necessary permits, licenses and consents required for Vendr to perform the Services.
7. **Non-Solicitation.** During the Term and for one year thereafter, neither party shall directly or indirectly, recruit, solicit, employ or engage any employee, contractor or other personnel of the other party, or induce any such individual to leave the employ of the other party or terminate its independent contractor relationship with of the other party. However, the restrictions set forth in this Section shall not apply to a



party's employees that respond to any general solicitation directed to the general public.

8. **Fees** Client shall pay Vendr for the Services in accordance with each SOW ("**Fees**"). Unless otherwise agreed to in a SOW, (a) all Fees are due 30 days from receipt of invoice, (b) Fees are quoted and payable in United States dollars, (c) payment obligations are non-cancelable and all Fees are nonrefundable in all respects except as otherwise provided for in this Agreement, and (d) Client shall reimburse Vendr for all reasonable expenses incurred in accordance with any SOW, so long as such expenses are preapproved by Client in writing. The Fees exclude, and Client will be solely responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on Vendr's income). If any Fees not subject to a good faith dispute are 10 days or more overdue, Vendr may, without limiting its other rights and remedies, suspend the Services until all amounts owing are paid in full.
2. **REPRESENTATIONS AND WARRANTIES.** Vendr represents and warrants that it will perform all Services in a workmanlike manner consistent with commercially reasonable industry standards. Each party represents and warrants that it will comply with all applicable laws in its respective performance under this Agreement and that it has full right, power, and authority to enter into this Agreement and to bind itself to the terms and conditions herein.
3. **Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS", AND VENDR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. VENDR AND ITS LICENSORS DO NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES VENDR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM SERVICES.
4. **TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and continue for as long as there is at least one active SOW, unless earlier terminated as provided herein (the "**Term**"). Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within 30 days following written notice to the breaching party. Upon termination of this Agreement: (a) Client shall promptly pay Vendr for all Services rendered prior to termination in accordance with the payment terms set forth herein, (b) Client must immediately cease to access the Platform, and (c) each party shall, within 30 days, return or destroy all of the other party's Confidential Information then in its possession. Sections 1.3, 1.5, 1.7, 1.8, 3, 4, 5, 6, 7 and 8 will survive the termination of this Agreement.
5. **CONFIDENTIALITY.** From time to time during the Term, either party (as the "**Discloser**") may disclose or make available to the other party (as the "**Recipient**") information about its



business affairs, 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, that is marked confidential or proprietary or should otherwise be understood to be confidential in light of the nature of the information and circumstances of its disclosure (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence by the Recipient: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Recipient or any of its employees, contractors or agents; (b) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Recipient or its employees, contractors or agents before being disclosed by or on behalf of the Discloser; or (d) was or is independently developed by the Recipient without reference to or use, in whole or in part, of any of the Discloser's Confidential Information. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Recipient's employees, contractors and agents who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Recipient shall be responsible for any breach of this Section caused by any of its employees, contractors or agents. At any time during or after the Term, at the Discloser's written request, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic or other form or media, of the Discloser's Confidential Information, or, at the Recipient's election, destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Discloser may seek equitable relief (including injunctive relief) against the Recipient to prevent the breach or threatened breach of this Section and to secure its enforcement. In the event the Recipient is required to disclose the Discloser's Confidential Information under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, then the Recipient may disclose such Confidential Information, so long as the Recipient gives reasonable advance notice to the Discloser in advance of such disclosure, if not prohibited by applicable law, seeks confidential treatment of such information from the entity to which the disclosure is made, and discloses only that information which is legally required to be disclosed.

6. **INDEMNIFICATION.**



1. **Vendr Indemnification.** Vendr shall indemnify, defend, and hold harmless Client from any third party suit (“**Claim**”) against Client to the extent that the action is based upon (a) an allegation that the Services, when used by Client as permitted hereunder, infringe any U.S. patent, copyright, trademark or trade secret, or (b) Vendr’s alleged gross negligence or wilful misconduct.
 2. **Client Indemnification.** Client shall indemnify, defend, and hold harmless Vendr from any Claim against Vendr to the extent the action is based upon (a) Client’s use of the Platform in violation of this Agreement, (b) an allegation that the content submitted to the Platform by Client infringes any U.S. patent, copyright, trademark or trade secret, or (c) Client’s alleged gross negligence or willful misconduct.
 3. **Indemnification Procedure.** The indemnification obligations provided in this Section 6 are conditioned on the indemnified party (a) providing prompt written notice of the Claim to the indemnifying party, (b) providing the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle or defend any Claim that attributes culpability to the indemnified party without the indemnified party’s prior written consent), and (z) providing to the indemnifying party all reasonable assistance, at the indemnifying party’s expense.
7. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR CLIENT’S BREACH OF THE RESTRICTIONS IN SECTION 1.3 (COLLECTIVELY, THE “**EXCLUSIONS**”): (A) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW; AND (B) IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT UNDER THE AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. THE FOREGOING SHALL NOT LIMIT CLIENT’S UNDISPUTED PAYMENT OBLIGATIONS UNDER ANY SOW.
8. **GENERAL PROVISIONS.**
1. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that either party may assign this Agreement to an Affiliate, or in connection with the merger or sale of all or substantially all of its assets. Any attempted assignment or delegation in violation of this Section will be null, void and of no effect. For purposes of this Section 8.1,



"Affiliate" shall mean an entity controlled by, controlling, or under common control with a party.

2. **Notices.** Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally; delivered by reputable overnight courier; mailed by first-class, registered or certified U.S. mail, postage prepaid; or by email to the respective addresses of the parties set forth in the applicable SOW. Any notices to Vendr shall be copied by email to ryan@vendr.com.
3. **Publicity.** Vendr may use Client's name and logo in its marketing materials and on its website, and disclose that Client is a client of Vendr. Any other uses of Client's name or logo require Client's prior written consent in each instance.
4. **Miscellaneous.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond such party's reasonable control. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is governed by and construed under the laws of the State of Delaware, without regarding to its conflict of law principles. Any claim, suit, controversy, or cause of action arising under or relating to this Agreement shall be brought in the state or federal courts located in New Castle County, Delaware, and the parties agree to the exclusive personal jurisdiction of such courts. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY. Any waivers hereunder or amendments to this Agreement shall be effective only if made in writing and signed by a representative of each party authorized to bind such party. This Agreement, together with all SOWs entered into hereunder, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties. This Agreement may be executed by electronic means and in counterparts, which taken together shall form one legal instrument. For purposes of this Agreement the word "including" and correlative terms means inclusion without limitation.

