

EXECUTED MASTER SERVICES AGREEMENT

CloudBase Technologies, Inc.

Agreement Number: MSA-2024-0089 | Effective: March 1, 2024

[EXCERPTS - KEY TERMS FOR REFERENCE]

CONTEXT

This agreement with CloudBase Technologies covers cloud infrastructure services for our Marketing division. It was negotiated in Q1 2024 and represents our current standard for Tier 1 data vendors. Key terms excerpted below for use as precedent in similar negotiations.

SECTION 6: LIMITATION OF LIABILITY (As Executed)

6.2 VENDOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED TWO TIMES (2X) THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. CUSTOMER'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE IN SUCH PERIOD.

6.3 The limitations in Section 6.2 shall not apply to: (a) breaches of confidentiality; (b) indemnification obligations; (c) gross negligence or willful misconduct; (d) infringement of intellectual property rights; or (e) data breaches caused by Vendor's failure to maintain reasonable security measures.

SECTION 7: INDEMNIFICATION (As Executed)

7.1 Vendor Indemnification. Vendor shall indemnify, defend, and hold harmless Customer from any third-party claims arising from: (a) Vendor's breach of this Agreement; (b) Vendor's negligence or willful misconduct; (c) allegations that the Services infringe any third-party intellectual property rights; (d) any data breach or security incident involving Customer Data while in Vendor's possession or control; or (e) Vendor's violation of applicable data protection laws.

7.2 Customer Indemnification. Customer shall indemnify Vendor from third-party claims arising from Customer's gross negligence or willful misconduct in connection with this Agreement.

SECTION 4: INTELLECTUAL PROPERTY (As Executed)

4.2 Work Product. All work product and customizations developed for Customer shall be owned exclusively by Customer. Vendor hereby assigns all rights therein to Customer.

4.4 Data Restrictions. Vendor shall not use Customer Data for any purpose other than performing services under this Agreement, including but not limited to training machine learning models, benchmarking, product development, or marketing purposes.

SECTION 8: INSURANCE (As Executed)

Coverage	Required Minimum
Commercial General Liability	\$2,000,000 per occurrence
Professional Liability/E&O	\$5,000,000 per occurrence
Cyber Liability	\$7,500,000 per occurrence
Technology E&O	\$5,000,000 per occurrence

NEGOTIATION NOTES FROM THIS DEAL

- CloudBase initially proposed 1x liability cap; we negotiated to 2x
- They accepted data breach indemnification without significant pushback
- ML training prohibition was new language they hadn't seen before but accepted
- Insurance limits were increased from their standard; they obtained higher coverage within 2 weeks
- Overall negotiation took 3 weeks from first redline to execution

EXECUTION

Executed: March 1, 2024

Customer Signatory: Jennifer Walsh, VP Procurement

Vendor Signatory: Michael Torres, Chief Revenue Officer

Legal Review: Rachel Kim, Senior Corporate Counsel