

# Master Services Agreement

This Master Services Agreement (**Agreement**) outlines the terms of a working relationship between Philadelphia Inquirer, LLC. (**the Customer or Customer**) and Acryl Data, Inc., a Delaware Corporation (**Acryl Data, the Company or Company**). Collectively, the Parties are entering into a limited-service agreement for the Company to provide software as a service (**the Service or Services**) to the Customer.

## Section 1 - Payment and Term

This Agreement takes effect on the date both **Customer** and **Company** have signed this Agreement (**Agreement Start Date**) and ends one year (365 days) after **Agreement Start Date (Agreement End Date)**.

Within **14 days of Agreement Start Date** , Company will invoice Customer for **10,000 USD (Payment Amount)** for Company's software as a service for the term beginning on **Agreement Start Date** and ending on **Agreement End Date**. These fees shall be inclusive of **100 (one-hundred)** weekly-active user accounts that interact with Company services and up to 100 Gigabytes (GB) of ingested metadata per month.

Customer agrees to pay the Payment Amount in full to Company within **30** days of being invoiced or this Agreement is terminated. The Customer further agrees that there are no refunds once a purchase has been made.

## Section 2 - Termination

Either Party may terminate this Agreement for cause by providing the other Party written notice if:

- (i) Either party is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party;
- (ii) Either party engages in any unlawful business practice related to that Party's performance under the Agreement
- (iii) The Company wishes to terminate the Agreement at any time. The Company will refund any Payment Amount on a pro-rata basis calculated based on the year term described in the **Payment and Term** section above.

## Section 3 - Company's Service Level Agreement.

Company agrees to use commercially reasonable efforts to make the services available to Customer 24 hours a day, 7 days a week, except for planned downtime of which

Company will give Customer at least three-day advance written notice or any unavailability caused by circumstances beyond Company's control including but not limited to an act of God, act of government, natural disaster, or Internet or Cloud Computing service provider failure or delay. At all other times, Company agrees to a Service Level Agreement (**SLA**) with Customer to provide the availability to the services at least 99.5% of the time, calculated on a monthly basis.

If the Company cannot provide Customer availability to the services under the SLA, the Company shall credit a prorated portion of the purchase price up to the full amount of the purchase price according to the following schedule:

<b>MONTHLY UPTIME PERCENTAGE</b>	<b>SERVICE CREDIT PERCENTAGE</b>
Less than 95%	100%
> 94.99% and < 97%	50%
> 96.99% and < 99%	25%
> 98.99 and < 99.5%	10%

To receive a service credit, Customer must submit a claim to Company by sending written notice to [notices@acryl.io](mailto:notices@acryl.io) within five business days of when Company breached the SLA. Company shall use commercially reasonable efforts to process the SLA claim within sixty days.

#### **Section 4 - Company's Data Protection Responsibilities**

The Company will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data. Those safeguards include, but are not limited to, authenticated user sessions and encryption in transit, and at rest. The Company will adhere to the Data Processing Agreement attached as Exhibit A. The Customer can also make data processing requests by emailing Company at [notices@acryl.io](mailto:notices@acryl.io).

#### **Section 5 - Customer Installation Responsibilities**

To use Company's Services, Customer shall be required to set up data pipelines to send metadata to Company's Services. The Company will give the Customer instructions on how

to connect to the Services upon request. The Customer is responsible for ensuring that outgoing connections from Customer-own compute environments to Company servers are secure with commercially reasonable methods.

The Services do not require Customer to send any “personally identifiable information” as defined by the United States Department of Labor. Customer understands that they are solely responsible for any personally identifiable information they send to Company’s servers and indemnify Company against any and all claims that may arise from storing Customer “personally identifiable information” on Company servers.

### **Section 6 - Customer Usage Restrictions**

Customer will not make any Service available to anyone other than individuals that Customer has authorized to use the Services with. Customer shall ensure that all users use Single-Sign-On managed by the Customer to access Company services and that no two individuals share the same Single-Sign-On credentials.

### **Section 7 - Free Trial Terms**

Notwithstanding any of the provisions in this agreement, if the Customer cancels this Agreement during the Free Trial any Customer Data uploaded to Company servers shall be deleted and it is the Customer’s responsibility to export that data.

Additionally, THE FREE TRIAL IS PROVIDED FROM COMPANY TO CUSTOMER ON AN AS-IS BASIS WITHOUT ANY WARRANTY. THE COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW.

### **Section 8 - No Employee-Employer Relationship**

There is no employee-employer relationship between the Company and the Customer or vice-versa. Each party is expected to comply with the necessary tax and legal regulations stemming from two companies doing business with one another.

### **Section 9 - IP Ownership**

Customer agrees that Company owns, and shall continue to own, all right, title, and interest in the Services, including all copyrights and renewals and extensions of the copyright therein.

### **Section 10 - Representations**

Both Parties represent that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

### **Section 11 - Mutual Indemnification Responsibilities**

Company shall indemnify and hold harmless Customer, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including Customers' fees and costs, arising out of or relating to, this Agreement.

Customer shall indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including Customers' fees and costs, arising out of or relating to, this Agreement.

### **Section 12 - Mutual Confidential Information Responsibilities**

Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information, and any other information that the receiving party reasonably should know is confidential (**Confidential Information**) as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

### **Section 13 - Liability**

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION

WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "PAYMENT" SECTIONS HEREIN.

#### **Section 14 - Exclusion of Consequential and Related Damages**

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### **Section 15 - Disclaimer of Warranty**

THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### **Section 16 - Governing Law and Arbitration for Foreign Customers**

If the Customer has domiciled in the United States of America this Agreement, is to be governed by and construed in accordance with the laws of the State of California without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the State of California. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE, AND FEDERAL, HAVING JURISDICTION IN THE STATE OF CALIFORNIA.

If the Customer is domiciled outside of the United States of America, this Agreement is to be arbitrated and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency or Expedited Provisions of said Rules shall not apply.

#### **Section 17 - Miscellaneous Provisions**

This Agreement, and any accompanying appendices, duplicates, or documents referenced herein constitutes the entire agreement between the Parties with respect to the subject

matter of this Agreement and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

This Agreement may be amended only by a written agreement duly executed by an authorized representative of each party (email is acceptable).

If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement shall not be assigned by either party without the express consent of the other party.

A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

## **Section 18 - Appendix**

### **Acryl Data Summary of Services**

Acryl Data's mission is to bring clarity to data. We have built a multi-cloud data catalog built for the modern data stack. We enable delightful search and discovery across your entire data ecosystem (APIs, datasets, dashboards, ML features etc.), as well as advanced governance/observability features that allow you to monitor and harness the power of your data like never before. The technology is based on the successful open source project [DataHub](#).

### **Customer Value**

- Data discovery & Data governance
  - Ability for technical users and business users to discover trustworthy data in a self-serve manner, understand lineage and collaborate with each other to derive value out of data
  - Value: Improve productivity of data workers by 20% and save on at least 1 headcount from central data platform team to avoid managing information flow between data producers and consumers
- Data governance
  - Ability to measure coverage of data assets conforming to policies (e.g: tagged correctly) and take specific actions to increase it

- Value: Savings of at least 1 headcount for data governance and reduced risk of regulatory non-compliance
- Data quality
  - Ability to monitor quality issues and alert for critical datasets
  - Value: Poor data quality costs companies ~\$15M per year. Source: [Gartner](#)

**Value > \$1M per year**

- Assuming >20 employees who actively use data and are paid \$100K per year and there is a central data platform team headcount saved (\$100K), productivity savings > \$500K
- Assuming data quality issues are brought down for critical datasets and a governance headcount is saved, value > \$500K

**Exhibit A - Data Processing Agreement**

## Data Processing Agreement

This data processing agreement (“**DPA**”) forms part of and is incorporated into the Agreement. As used herein, “**Processor**” means Acryl Data and “**Controller**” means Customer (each a “**Party**” collectively, the “**Parties**”). Capitalized terms not defined in this DPA will have the meanings given to them in the Agreement. In the event of a conflict between this DPA and the Agreement with respect to the subject matter of this DPA, this DPA will control to the extent of such conflict.

### **Section 1 - Requirements**

Processor may process data regarding an identifiable natural living person on behalf of Controller ( “**Personal Data**”) to provide services to Controller, including but not limited to the software-as-a-service provided by Processor to Controller pursuant to the Agreement (the “**Services**”). Processor shall materially adhere to all laws and regulations applicable to the processing of Personal Data by Processor to provide the Services to Controller (the “**Data Protection Laws**”). Controller represents and warrants that it will: (i) provide all notices and obtain all rights and consents for Processor to process Personal Data in connection with the Agreement and (ii) materially adhere to all laws and regulations applicable to Personal Data.

### **Section 2 - Scope of Personal Data**

Processor may use, disclose, or otherwise process Personal Data only in connection with providing the Services and shall not sell Controller’s Personal Data to third parties. Processor will process the following Personal Data for end users of the software:

- Full name
- Email address

that relates to Controller's customers.

### **Section 3 - Security of Personal Data**

Processor shall use commercially reasonable efforts to maintain the security and integrity of Personal Data. When determining the appropriate commercially reasonable efforts, Processor shall take account of the current available technology and technological developments; the costs of implementation; the nature, scope, context, and purposes of the processing; and the risks of varying likelihood and severity for rights and freedoms of natural persons.

### **Section 4 - Confidentiality of Personal Data**

Processor shall use commercially reasonable efforts to maintain the confidentiality of Personal Data. Processor shall take commercially reasonable steps to limit access to Personal Data to only those persons necessary to provide the Services and that each person with access to Personal Data is informed of the confidential nature of Personal Data and is reasonably trained to process Personal Data.

### **Section 5 - Disclosure of Personal Data**

Processor may not alter the contents of Personal Data or disclose Personal Data to any third party unless: (i) explicitly provided for in the Agreement or this DPA, including in Section 7; (ii) Controller has otherwise authorized and/or instructed Processor in writing to do so; or (iii) such disclosure is required by law, subpoena, judicial, administrative or arbitral order of a court or arbitration tribunal or an executive or administrative agency, regulatory agency, or other governmental or regulatory authority which relates to the processing of Personal Data to which Processor is subject.

At Controller's written request, Processor will provide Controller with reasonable information in Processor's possession that is responsive to a required disclosure (as described in this Section 5) and any assistance reasonably necessary for Controller to respond to such a disclosure request without undue delay.

### **Section 6 - Deletion of Personal Data**

Controller may request that Processor delete or return to Controller all Personal Data in Processor's possession and control by emailing a data deletion request to [notices@acryl.io](mailto:notices@acryl.io). Such deletion request must clearly state Controller's name, Controller's intent to delete Personal Data, and come from Controller's email address. Upon receiving Controller's request, Processor will delete Personal Data subject to Controller's request as soon as reasonably practical, unless otherwise required by applicable law.



## **Section 7 - Transfer of Personal Data to Third Countries**

Processor may process or access Personal Data from or transfer Personal Data to any third country to provide the Services. If Personal Data is transferred to a third country, Processor shall take steps to ensure that such transfer is effected on a legal basis, including without limitation in accordance with the terms of the European Commission model contracts for the transfer of personal data to third countries, before such transfer is made by Processor.

Processor may appoint any third party to process Personal Data on behalf of Processor (**Sub-Processor**) without the prior written consent of Controller so long as that processing is narrowed in scope to providing the Services. Processor will inform Controller prior to any intended change to Sub-Processor, thereby giving Controller the opportunity to object on reasonable grounds. Any Sub-Processor must be subject to contractual terms no less protective of Personal Data as those to which Processor is bound under this DPA.

## **Section 8 - Assistance**

At Controller's direction, Processor shall reasonably assist Controller in responding to requests from the data subjects regarding their Personal Data (the "**Data Subjects**"), in connection with the Data Subject's exercise of his/her rights under the Data Protection Laws, including without limitation requests for access, rectification, restriction of processing, deletion or data portability. Processor shall, without undue delay after becoming aware thereof, notify Controller in writing of any request from a Data Subject to exercise his/her rights received directly from the Data Subject or from a third party.

Processor shall implement commercially reasonable technical and organizational measures designed to assist Controller in the performance of its obligation to respond to such Data Subject requests. Processor shall provide all information reasonably requested by Controller without undue delay.

Processor shall, upon becoming aware thereof, notify Controller in writing of any confirmed: (i) breach of the confidentiality or security of Personal Data or (ii) any material non-compliance by Processor with Processor's obligations under this DPA. Processor shall cooperate with and assist Controller in connection with the management of any data breach involving Personal Data processed by Processor.

Processor shall undertake reasonable efforts to assist Controller in complying with any other obligations imposed on Controller under the Data Protection Laws, including without limitation upon request providing Controller with all necessary information in Processor's possession required by Controller to conduct an impact assessment.

## **Section 9 - Controller Compliance Obligations**

Controller shall ensure that Controller's instructions to Processor regarding Processor's processing of Personal Data contains a legal basis for such processing.

Controller acknowledges and agrees that Processor is reliant on Controller for direction as to the extent to which Processor may use, disclose, and otherwise process Personal Data on behalf of Controller. Processor will not be liable for any claim brought by a Data Subject arising from any action or omission by Processor, to the extent that such act or omission results from performing the Services in accordance with Controller's instructions, and Controller shall indemnify and hold harmless Processor, its and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Controller in connection with Controller's handling, use, storage, disclosure, or other processing of Personal Data of Data Subjects and, without limitation, Controller's failure to comply with this DPA.

## **Section 10 - Compliance Audits and Statements**

At the request of Controller, Processor shall, within a reasonable time, provide all information in Processor's possession and control necessary for Controller, a third-party auditor mandated by Controller, or a public authority to verify Processor's compliance with its obligations under this DPA or Data Protection Laws.

## **Section 12 - Amendments**

Unless otherwise expressly set forth therein, if any amendments to the Agreement are agreed to amongst the parties, the terms of such amendments shall compliment but not supersede any terms in this DPA.

## **Section 13 - Limitation of Liability**

Nothing in this DPA shall limit a party's liability for general damages hereunder; however neither party hereto shall be liable to the other for any incidental, consequential, special, or punitive damages of any kind or nature, arising out of or in connection with a breach of this DPA or any termination of this DPA, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if Recipient has been warned of the possibility of any such loss or damage.

## **Section 14 - Miscellaneous**

Except (i) to a Sub-Processor, (ii) as otherwise permitted by this DPA, or (iii) in the event of a merger, acquisition, sale of assets, or similar business transaction, neither Party may assign or otherwise transfer any or all of such Party's rights or obligations under this DPA to any third party (or attempt to do so) without the prior written consent of the other Party.

The Parties agree that this DPA constitutes the entire agreement and understanding between the Parties in respect of Processor's processing of Personal Data and supersedes any previous agreement between the Parties relating to the processing of Personal Data. Notwithstanding anything to the contrary herein, this DPA will not apply where Processor is subject to stricter obligations with respect to its processing of Personal Data than those herein (e.g., when using the European Commission model contracts for the transfer of personal data to third countries).

The terms, provisions, obligations, and conditions of this DPA may not be waived or amended except by a written instrument signed by both Parties.

If any provision of this DPA is or becomes illegal, void, invalid or unenforceable, such provision must be severed from the other terms and conditions, which will continue to be valid and enforceable to the fullest extent permitted by law.

All notices required to be given under this DPA must be in writing and delivered to a well-defined email address. For notices to Processor, Controller can send an email to [notices@acryl.io](mailto:notices@acryl.io).

This DPA is governed by and will be construed in accordance with the law of the State of California, without regard to its conflict of laws rules.

**Signed,**

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Authorized Customer Signature

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Authorized Customer Signature Date

DocuSigned by:  
  
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Swaroop Jagadish, on behalf of Acryl Data

6/27/2022

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Swaroop's Signature Date