

MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT TERMS AND CONDITIONS (“MSA”)

The **Supplier** (as defined below) is a provider of certain data and associated services. The **Customer** (as defined below) agrees to subscribe to the Services (defined below) on the terms and conditions set out herein.

INTERPRETATION

1.1 The following expressions shall have the following meanings in an Agreement:

Affiliate means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party; and **Control** means for these purposes control of greater than fifty percent of the voting rights or equity interests of a party and is named as such on the first Order Form that the Customer enters into.

Applicable Data Protection Laws means applicable data privacy, data security and/or data protection laws or regulations, standards imposed by any governmental or regulatory authority to the extent those laws and regulations apply to the Processing of Personal Data in connection with this MSA, as set out immediately below:

- a) The California Consumer Privacy Act, as amended by the California Privacy Rights Act and its Regulations (“CCPA”),
- b) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- c) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data;
- d) Any other applicable data privacy, data security and/or data protection laws or regulations, standards imposed by any governmental or regulatory authority to the extent those laws and regulations apply to the Processing of Personal Data in connection with this MSA, including the Privacy and Electronic Communications (EC Directive) Regulations 2003, and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time.

Applicable Law means all applicable regional, national, and international laws and regulations or government orders, including Applicable Data Protection Laws.

Agreement means this Master Services Agreement as incorporated into an Order Form.

Authentication Credentials means account usernames and passwords and other means of identification provided by the Supplier to the Customer to be used to identify Authorized Users.

Authorized Affiliate means an Affiliate of the Customer identified and listed as an Authorized Affiliate on the Order Form.

Authorized User means a named user identified and listed on the Authorized User Schedule in the Order Form or as agreed by the Supplier in writing in advance, being an individual employee or officer of the Customer or an Authorized Affiliate.

Content means any and all data, information and content made available by the Supplier through the Services, including content owned by a third party made available by the Supplier through the Services.

Customer means the Customer purchasing Services from the Supplier as specified on an Order Form.

Customer Content means commodity pricing and market intelligence data created, obtained or procured by the Customer and imported to the Services.

Customer Data means any and all data, information and content uploaded, inputted or installed by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using or facilitating use of the Services, including Customer Content.

Customer Personal Data means any Personal Data which the Supplier or its Subprocessor Processes in connection with the Agreement, in the capacity of a processor on behalf of the Customer.

Documentation means the specification and technical and user documentation for the Services made available to the Customer by the Supplier, as updated from time to time, which may be accessible via logging into mintecglobal.com, any other platform identified on an Order Form, email from the Supplier to the Customer and/or through the applicable Service.

Fees means the charges payable for the Services as set out in an Order Form.

Internal Use means accessing the Content during the Services Term for the Customer's internal business purposes only, specifically excluding any use, distribution or communication of the Content by or to anyone other than an Authorized User.

Monthly Uptime means the total time the Services are available each month, calculated by subtracting from 100% the percentage of minutes during the month when the Services are not available, except for (i) maintenance carried out during the 48 hour scheduled maintenance window occurring during the last weekend in each month and (ii) non-availability caused by matters outside the Supplier's reasonable control.

Order Form means the ordering document or online order specifying the Services to be provided to the Customer coming into effect in accordance with clause 2.1.

Personal Data means any information (a) that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or (b) that is defined as “personal Information” or “personal data” or equivalent concept protected by Applicable Data Protection Laws.

Process or Processing means any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as access, collection, compilation, organization, structuring, storage, retention, adaptation, alteration, retrieval, sharing, use, erasure, destruction, disclosure, dissemination, transmission or transfer.

Service Credit means the remedy specified in Annex 2 in respect of a failure by the Supplier to meet an applicable Monthly Uptime target.

Services means the Services made available to the Customer by the Supplier through mintecglobal.com, comtell.com or any other website or platform notified to the Customer by the Supplier from time, as more particularly specified on an Order Form and the Documentation.

Subprocessor means a third party (including Affiliates) engaged by Supplier to assist Supplier with the provision of the Services which involves the Processing of Personal Data.

Supplier means the entity identified as providing the Services as specified on an Order Form.

Support means remote technical support and maintenance services performed by the Supplier for the Customer as specified on an Order Form and in the Documentation.

Services Term means the period of time during which the Customer may access the Services as specified on an Order Form.

User Subscriptions means the user subscriptions purchased by the Customer which entitle Authorized Users to access and use the Services and the Documentation in accordance with an Agreement.

1.2 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, provided that in the case of modifications or re-enactments made after the date of an Agreement the same shall not have effected a substantive change to that provision.

1.3 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

SCOPE

2.1 During the Services Term, the Supplier shall supply to the Customer, and the Customer shall enter into Order Form(s) and pay the fees for User Subscriptions in accordance with the Agreement. An Order Form will become effective on the sooner of (i) the date on which both parties execute it, or (ii) the date on which the Supplier provides Authentication Credentials.

FREE TRIAL

3.1 The Supplier may, at its sole discretion, make Service(s) available to the Customer on a trial basis, free of charge, until the earlier of (i) the end of the free trial period as notified by the Supplier or (ii) the Customer executing an Order Form for a paid version of the applicable Services. The Supplier may notify the Customer of additional terms and conditions applicable to a free trial and the Customer accepts such terms and conditions shall be legally binding. Throughout the free trial the Customer's use and access of the Services and Customer Data shall be governed by this MSA.

3.2 The Customer agrees that all Customer Data must be deleted at the end of a free trial unless the Customer purchases a paid version of the applicable Services. When the Customer subscribes to a paid for service the Customer is solely responsible for exporting any Customer Data before the end of a free trial or such Customer Data may be permanently lost.

3.3 The Customer agrees that during a free trial any Services are provided “as-is” and without any warranty and the Supplier may at its sole discretion terminate a free trial at any time.

SUPPLIER'S RESPONSIBILITIES

4.1 The Supplier shall make the Services available to the Customer and Authorized Affiliates on a non-exclusive, non-transferable, revocable basis during the Services Term.

4.2 The Supplier shall be entitled to change the Services during the Services Term unless such changes result in a material reduction of the Services as originally provided at the effective date of an Order Form. The Supplier shall be entitled at any time to change or update the Services in case of: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

4.3 The Supplier will use commercially reasonable endeavours to ensure the continuity of the Services at all times in accordance with its business continuity and disaster recovery policies.

4.5 The existence of an Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under an Agreement.

SERVICES, CONTENT AND CUSTOMER CONTENT

5.1 The Services and Content are purchased as User Subscriptions and may be used by Authorized Users to access, display, manipulate and manage Customer Content solely for its Internal Use. The Customer and its Affiliates may enter into Order Forms which are governed by this MSA. Where an Order Form is entered into by an Affiliate, references in the Agreement to the “Customer” refer to that Authorized Affiliate, and references “parties” or “party” shall be construed accordingly. All Order Form(s) executed by the same entities, together with the MSA, collectively comprise a single Agreement between such entities only. Accordingly, one or more separate Agreements may be created, each governed by the same MSA.

5.2 The Customer's right and ability to use the Services and view and extract Content and import Customer Content will depend on the type, level and length of the subscription Service purchased by the Customer as identified on an Order Form and described in the Documentation.

5.3 In the event that the Customer purchases API access or Excel add-in as part of the Services, such access will be only provided via the server IP address(es) identified on an Order Form or the Documentation.

- 5.4 The Customer shall
- (a) comply with all Applicable Laws and regulations with respect to its activities under the Agreement;
 - (b) obtain and maintain all necessary third party licenses and consents in relation to the Customer network and system, its creation and use of Customer Content, and Customer Data; and
 - (c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5.5 The Customer must not attempt to reverse engineer, copy, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Services, Documentation or Content, except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties and before undertaking any such activity to obtain the information necessary to create an independent program which can be operated with the Services, Documentation or Content, the Customer shall contact the Supplier to request the relevant interoperability information (which the Supplier may provide subject to further conditions) and then subject to the provisions of clause 5.6 and clause 5.7 immediately below, only use such information for the purpose of achieving the desired interoperability.

- 5.6 The Customer agrees and undertakes that
- (a) it will ensure that Authorized Users only access and use the Services, Content or Documentation in accordance with the terms and conditions of the Agreement and the Customer shall be responsible for any Authorized User's breach of the Agreement;
 - (b) it will use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services, Content or Documentation and notify the Supplier promptly of any unauthorized access or use;
 - (c) the maximum number of Users that access and use the Services, Content or Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (d) it will not allow or permit any User Subscription or Authentication Credentials to be shared or used by more than one individual;
 - (e) it shall not access the Services, Content or Documentation for the purpose of building a competitive product or service or copying their features or user interface;
 - (f) it shall not use the Services or Content, or permit the Services or Content to be used, for purposes of product evaluation, benchmarking or other comparative analysis of the Services or Content that is to be made publicly available;

- (g) it shall not permit access to the Services, Content or Documentation by any entity or person that the Supplier deems acting reasonably to be its competitor;
- (h) it shall permit the Supplier to audit the Customer's use of the Services or Content using technical and other means, including but not limited to embedding technology within the Services to monitor the use of the Services, Content or Authentication Credentials.
- (i) it shall not introduce into the Services any virus or other code or routine intended to disrupt or damage the Services or Content, or collect information about the Services or its users; and
- (j) it shall not access or use the Services by means of any interfacing program, script, automated program, electronic agent or "bot" except as authorized in writing by Supplier.

5.7 Except as expressly provided on an Order Form, the Customer must neither (i) distribute or otherwise provide access to any summaries or materials adapted or derived from Content unless the receiving party has a right or entitlement to access or use the original Content compatible with receipt of such summaries or materials, nor (ii) enter any contractual or other arrangement relating directly or indirectly to Content unless the other party has a right or entitlement to access or use the Content compatible with such arrangement save as expressed at clause 5.7(ii) below. Authorized Users may reference limited excerpts of: (i) the Content with non-Authorized Users in live online presentations and/or oral discussions provided that such reference is (a) insubstantial (qualitatively and quantitatively), (b) irregular and incapable of being used as a substitute to the Services, (c) credited to the Supplier as its source, (d) on an ad hoc non-systematic basis which is not continuous and is infrequent, (e) has no independent commercial value, and (f) is solely for the Customer's internal business purposes and (ii) the Supplier's proprietary Content (excluding any third party Content) as a reference point, in commercial contracts with third parties.

5.8 The Supplier may make Content available through the Services. The Customer acknowledges that except as set out in an Agreement, it accesses such Content solely at its own risk. The Supplier makes no representation or commitment, and shall have no liability or obligation, in relation to the Customer's use of the Content or reliance thereon.

5.9 Except as expressly provided in an Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services, Content or Documentation by the Customer, and for conclusions drawn from such use;
- (b) the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions, scripts or Customer Data provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and
- (c) the Services, Content and Documentation are provided to the Customer on an "as-is" basis.

5.10 Where the Supplier agrees to obtain information from a third party data or content provider on behalf of the Customer, the Customer agrees that the Supplier shall be appointed as its agent to subscribe to such information on behalf of the Customer. The Customer acknowledges that the Supplier may not be able to obtain such information, and that any such source of information may be withdrawn at any time.

5.11 The Supplier may remove or limit access to Content which violates Applicable Law or third-party rights. The Customer will comply with the Supplier's reasonable requests to remove such Content from the Customer's systems.

5.12 The Customer agrees and acknowledges the Content is open to interpretation and typographical error and the Supplier is not responsible for the accuracy of Content.

5.13 In the event the Customer purchases a level of Service that entitles the Customer to import Customer Content to the Services, the Customer will have the right to use the functionality contained within the Services to import Customer Content to the Services, in accordance with the Documentation and any relevant Order Form. The Supplier may provide the Customer with discretionary assistance to import and manipulate Customer Content and the Customer agrees such assistance is provided without additional charge and on an "as-is" basis and without warranty of any kind. The Customer agrees the Services do not provide storage or back-up functionality and the Customer is responsible for maintaining sufficient copies and backups of all Customer Content uploaded to the Services.

5.14 The Customer guarantees that only authorised users will access and use the Services. These licensed, uniquely identified individuals are authorised by the Customer to access and/or use the Service. Authorised usage may be permanently reassigned between uniquely identified individuals over time via prior notice to The Supplier, but may not be reassigned so frequently as to enable the sharing of a single licence between multiple users. A record of the identities of the Authorised Users will be documented by the Customer accordingly. Upon The Supplier's written request, the Customer shall certify in a signed writing that the use of the Service is in full compliance with the terms of this Agreement (including any User-Based limitations) and provide a current list of Authorised Users. With reasonable prior notice, The Supplier may inspect the Customer's records of Authorised Users and the Customer will provide reasonable additional information as to its Authorised Users and their usage of the Service. An inspection under this clause shall not require the Customer to provide The Supplier with direct access to its information technology systems or unsupervised access to its premises. The Supplier will comply with the Customer's reasonable site and security procedures notified to it in advance. If an inspection undertaken by The Supplier reveals that the Customer has underpaid any fees which should have been paid in respect of the Services, then without prejudice to The Supplier's other rights or remedies, the Customer shall pay to The Supplier an amount equal to such underpayment and if the underpaid fees are in excess of five percent (5%) of the fees specified on an Order Form then the Customer shall pay the reasonable costs and expenses associated with the inspection.

5.15 The Supplier will provide the Customer with a Service Credit in the event the Supplier does not meet a Monthly Uptime target specified in Annex 2 attached hereto and hereby incorporated herein. All Service Credits will be added to the end of the current Services Term. In the event the Monthly Uptime is (a) less than 95% in three consecutive months or (b) less than 90% in any month, then the Customer shall have the option to reject any applicable Service Credit and instead terminate the Agreement and receive a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such termination. The provisions in this clause 5.15 set out the Customer's sole and exclusive right and remedy and the Supplier's entire liability concerning the availability of the Services and the Monthly Uptime target.

5.16 Any failure of the Customer to comply with the obligations set forth in this shall be a material breach of the Agreement.

FEES AND PAYMENT

6.1 The Customer must pay all Fees in accordance with the payment terms on an Order Form and agrees that time is of the essence in relation to its payment obligations. All fees are exclusive of any applicable tax, levy, impost, duty, charge or fee, national, federal, state and local sales, use, value added, excise and other similar taxes, which, where applicable, shall be payable by the Customer at the rate and in the manner prescribed by law. The Customer shall pay to the Supplier such additional amount as will ensure that the Supplier receives the same total amount that it would have received if no such tax, withholding or deduction had been required.

6.2 All fees in respect of the Services are based on User Subscriptions purchased and not actual usage and payment obligations are non-cancellable and fees non-refundable except as expressly set out in an Agreement.

6.3 If the Supplier has not received payment within the period specified on an Order Form, and without prejudice to any other rights and remedies the Supplier may on 30 days' notice to the Customer, without liability to the Customer, disable the Customer's Authentication Credentials and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

6.4 If the Customer fails to make any payment due to the Supplier under an Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the SOFR interest rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.

INTELLECTUAL PROPERTY RIGHTS

7.1 The parties agree and acknowledge that except as expressly specified herein all intellectual property rights belonging to a party prior to the execution of an Agreement or created by the parties regardless of the execution of an Agreement shall remain vested in that party.

7.2 The Customer acknowledges and agrees that: (i) the Supplier or its licensors have made and continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Documentation, Services and Content and (ii) all intellectual property rights in the Services, Documentation and Content, and (iii) any goodwill generated through the Customer's use of the Supplier's trademarks shall belong to the Supplier. The Customer hereby assigns to the Supplier all intellectual property rights in any modifications, enhancements, or developments related to, or derivatives of, the Services, Content and/or Documentation developed or provided by the Customer or Authorized Users (including suggestions, enhancement requests, recommendations, or other feedback provided by the Customer or Authorized Users). The Customer shall, and shall use reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, promptly execute such documents and perform such acts as are reasonably required to give full effect to such allocation of rights and the Agreement. Except as expressly stated herein, Customer shall not license, sublicense, transfer or assign, or grant any other rights to, any intellectual property rights in the Services, Documentation and / or Content.

7.3 The Customer shall credit, wherever technically and commercially feasible, the Supplier as the source of the Documentation, Content and/or Services.

CONFIDENTIALITY

8.1 "Confidential Information" means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after the effective date of an Agreement by or on behalf of the disclosing party (hereinafter, "Disclosing Party") to the receiving party (hereinafter, "Receiving Party") in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the effective date of an Agreement, owned or controlled by the Disclosing Party. Confidential Information shall include the Customer Data; the Content; the Documentation; the fees; business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

8.2 Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication, disclosure or misuse of any Confidential Information. Each party agrees to take measures to protect the Confidential Information of the other party from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information (but in any event no less than a reasonable degree of care). Each party agrees that it will use the other party's Confidential Information only in connection with the purposes contemplated in this Agreement.

8.3 Unless otherwise specified on an Order Form the Customer permits its name to be added to the Supplier's customer list, and for the Supplier to refer to the Customer as a customer and user of the Supplier's services in its marketing and public relations materials, including, the use of the Customer's logo (whether or not a registered trademark) and name.

INDEMNITIES

9.1 The Customer shall defend, indemnify and hold harmless the Supplier and its Affiliates against claims, actions, and proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees), arising out of or in connection with:

- (a) any claim by a third party Content provider that the Customer's use of third party Content has breached (i) Applicable Law; (ii) any terms and conditions of which the Supplier makes the Customer aware, and (iii) an Agreement;
- (b) the Customer Data,
- (c) a breach of clause 5.6 and/or clause 5.7 of the Master Services Agreement;

provided that: (i) the Customer is given prompt notice of any such claim; (ii) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim; provided that the Supplier may participate in the defense of any claim by counsel of its own choosing, at its cost and expense, and the Customer will not settle any claim without the Supplier's prior written consent, unless the settlement fully and unconditionally releases the Supplier and does not require the Supplier to pay any amount, take any action, or admit any liability.

9.2 The Supplier shall defend, indemnify and hold harmless the Customer and its Affiliates against any third party claim that the Services or Documentation infringes any U.S. patent, or worldwide copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (i) the Supplier is given prompt notice of any such claim; (ii) the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and (iii) the Supplier is given sole authority to defend or settle the claim; provided that the Customer may participate in the defense of any claim by counsel of its own choosing, at its cost and expense, and the Supplier will not settle any claim without the Customer's prior written consent, unless the settlement fully and unconditionally releases the Customer and does not require the Customer to pay any amount, take any action, or admit any liability.

9.3 In the defense or settlement of any claim under clause 9.2, the Supplier may procure the right for the Customer to continue using the Services or Documentation, replace or modify the Services or Documentation so that they become non-infringing or, if such remedies

are not reasonably available, terminate an Agreement and provide the Customer with a pro rata refund of any prepaid fees for the remainder of the current Services Term after the date of such termination, but without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

9.4 In no event shall the Supplier be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

9.5 The foregoing clauses 9.2 to 9.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employee's, agent's and sub-contractor's) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. Personal Data shall be protected in accordance with Annex 1 attached hereto and hereby incorporated herein.

WARRANTIES

11.1 The Supplier warrants that (i) it has the right to enter into this MSA (ii) the Services will conform in all material respects to the Documentation and (iii) it will comply with laws applicable to it as the provider of the Services.

11.2 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER THE SUPPLIER NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

11.3 Without limiting the effect of clause 11.2, the Supplier does not warrant that the Customer's use of the Services and/or any Content:

- (a) will be uninterrupted or error-free;
- (b) that the Services, Documentation or the information obtained by the Customer through the Services will meet the Customer's requirements;
- (c) that the Services will run on the Customer's system; or
- (d) that the Services and content therein are accurate, complete, reliable, secure, fit for purpose or timely.

LIMITATION OF LIABILITY

12.1 The Customer acknowledges that it is in the best position to ascertain any likely cost it may incur in connection with the Agreement, that it is therefore responsible for making appropriate insurance arrangements to address the risk of any such loss and that the provisions of this clause 12 are reasonable in the circumstances.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOST REVENUE, OR LOSS OF DATA OR USE, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR AN AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT THE INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER CLAUSE 9 IN RESPECT OF DAMAGES OWED TO THIRD PARTIES.

12.3 EACH PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE, ARISING IN CONNECTION WITH THE SERVICES, CONTENT OR AN AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN RESPECT OF WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE; EXCEPT THAT (A) EACH PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY FOR BREACH OF CLAUSE 8 (CONFIDENTIALITY), CLAUSE 9 (INDEMNITIES) AND / OR CLAUSE 10 (DATA PROTECTION) SHALL BE CAPPED AT USD \$1,000,000; AND (B) EACH PARTY'S LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENTS PER CLAUSE 7 (INTELLECTUAL PROPERTY RIGHTS) SHALL BE UNLIMITED.

12.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN CLAUSE 12.2 OR 12.3, NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR: (A) ITS INTENTIONAL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; OR (C) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR IT TO EXCLUDE LIABILITY.

TERM AND TERMINATION

13.1 An Agreement commences on the date stated and continues for the Services Term as specified on an Order Form. Except as otherwise specified on an Order Form, Services will automatically renew for additional periods equal to the initial Services Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the then current Services Term. The Customer must provide such notice of non-renewal by email to legal@mintecglobal.com. Except as otherwise specified on an Order Form, (i) any discount provided shall not be applied to any Fees payable during any renewal Services Term and (ii) the Fees during any renewal Services Term will increase by up to 7% above the undiscounted applicable fees in the prior Services Term, unless the Supplier provides the Customer with written notice of alternative pricing at least 30 days prior to the end of the then current Services Term, in which case the alternative pricing as notified by the Supplier shall apply during any renewal Services Term.

13.2 Either party may terminate an Agreement with immediate effect by giving written notice to the other if:

- (a) the other party commits a material breach of any term of an Agreement which is incapable of remedy or (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (b) the other party suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) becomes the subject of a petition in bankruptcy or any other proceeding relating to a winding up order, insolvency, receivership, liquidation or assignment for the benefit of creditors; or
- (d) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.2(b) or (c).

13.3 The Supplier may terminate an Agreement with immediate effect by giving written notice to the Customer if there is a change of control of the other party in which a company which the Supplier reasonably determines to be a competitor obtains an equity or management interest in the Customer.

13.4 Upon termination (or expiry) of an Agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services which have been performed but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) all rights to use the Documentation, Content and Services granted under an Agreement shall immediately terminate;
- (c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (d) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of an Agreement, a written request for the delivery to the Customer of the Customer Data, in which case the Supplier shall use reasonable commercial endeavors to deliver the Customer Data to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and the Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data;
- (e) subject as otherwise provided herein and to any rights, obligations or liabilities which have accrued prior to termination, neither party shall have any further obligation to the other under an Agreement;
- (f) within 30 days of expiry or termination, the Customer will delete all Content, including downloads via API and Excel add-in in its possession or under its control and will provide written confirmation of the deletion, unless otherwise agreed with the Supplier in writing, or as required by Applicable Law. For the avoidance of doubt, where Applicable Law mandates the retention of certain Content beyond the 30 day period, Customer agrees that it shall only be retained to the extent required under such law and shall not be used for any other purposes; and
- (g) The provisions of clauses 7, 8, 9, 10, 12, 13.4, 14 and 15 and any other provisions contained herein which by their nature or effect are required or intended to be observed after termination or expiration of an Agreement will survive the termination or expiration and remain binding.

13.5 The Supplier may suspend the Customer's access to the Services or Content if the Supplier has reasonable evidence the Customer's use of the Services or Content is in breach of the Agreement or otherwise poses possible serious risks to the Supplier's systems or the Services. The Supplier will provide advance notice of such suspension when reasonably practicable. If the Supplier has reasonable grounds to suspect the Customer has improperly used Content contrary to the terms of the Agreement, the Customer agrees to permit and cooperate with an inspection by an external third party organization agreed upon by both parties (such agreement not to be unreasonably delayed or withheld) at the Customer's location and during reasonable hours, to include all computer systems on which the Content may be stored and processed for purposes of establishing compliance with the terms of the Agreement. If an inspection identifies misuse of Content then the Customer shall pay the costs of the external third party organization.

NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION

14.1 Any notice given under an Agreement shall be in writing and shall be delivered by email to the email address as set out on an Order Form or advised by each party to the other from time to time for this purpose, or sent by pre-paid certified mail or by a recognized private courier (return receipt requested) to the address of the relevant party as set out on an Order Form or to such address as subsequently notified to the other party pursuant to this clause. . In the case of email, the notice shall be deemed to have been delivered at the time of sending (provided always that no "out of office" or server rejection notice is received by the sender). In the case of post, the notice shall be deemed to be delivered on the date given on the proof of delivery.

14.2 The Agreement and any disputes arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to any conflict of law rule or principle that would otherwise require the application of the laws of any other jurisdiction. Each party irrevocably agrees that the federal or state courts located in the state of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims), and each party hereby consents to both venue and personal jurisdiction in those courts to the exclusion of all others. The parties expressly reject any application to an Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

GENERAL PROVISIONS

15.1 With the exception of the indemnified parties specified in clause 9, which shall be considered third party beneficiaries of such clause, the parties do not intend, nor shall any clause be interpreted, to create under an Agreement any obligations of either party in favor of, or benefits to, or rights in, any third party.

15.2 In the event of any conflict between this MSA and an Order Form, the provisions of an Order Form shall control.

15.3 Neither party shall be in breach or liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under an Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either party may terminate an Agreement immediately by providing notice to the other party and the provisions of clause 13.4 shall apply.

15.4 No variation or amendment of an Agreement will be effective unless set forth in writing and signed by duly authorized representatives of the parties.

15.5 The Customer may assign or transfer its rights and obligations under an Agreement upon provision of 30 day's written notice to the Supplier provided that such assignee or transferee assumes the Agreement in writing and is not deemed by the Supplier to be a competitor. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under an Agreement provided that the Supplier shall be responsible for the acts and omissions of such subcontractors.

15.6 No failure or delay by a party to exercise any right under an Agreement or by law shall constitute a waiver of that or any right, nor it preclude or restrict the further exercise of that

or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.7 Except as otherwise provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

15.8 The Supplier and the Customer are independent contracting parties. Nothing in an Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or except as set out in clause 5.10 to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of otherwise to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.9 If any provision of an Agreement is found by a court or other competent authority to be void or unenforceable that provision shall be deemed to be deleted from an Agreement and the remaining provisions of an Agreement shall continue in full force and effect. The parties agree that any invalid provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the commercial intention of the parties.

15.10 An Agreement may be executed in two or more counterparts (including by facsimile, PDF signature, electronic signature service (such as DocuSign) or other electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. A signed copy of an Agreement delivered electronically shall be deemed to have the same legal effect as the delivery of an original signed copy of the Agreement.

15.11 An Agreement (including the documents and instruments referred to in it) supersedes and extinguishes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to its subject matter and is the entire complete and exclusive agreement and understanding between the Parties relating to its subject matter. The parties agree that (i) only this MSA and an Order Form shall be legally binding between the parties, and (ii) in the event that the Customer presents its own terms and conditions they are objected to and expressly excluded from the Agreement. Each party acknowledges that it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in an Agreement.

Annex 1 – Data Protection Annex

This Data Protection Annex (“DPA”) is attached to and made a part of the Master Services Agreement. Capitalized terms used in this DPA but not defined herein will have the same meaning as in the Master Services Agreement. This DPA sets forth the requirements for the Processing by the Supplier of the Personal Data of Consumers pursuant to the Agreement.

1. DEFINITIONS

1.1 **Consumer** means a natural person protected by Applicable Data Protection Laws.

1.2 **Security Breach** means (a) any actual or reasonably suspected misuse, compromise, destruction, loss, alteration, or unauthorized acquisition of or access to any Personal Data in the custody or control of the Supplier or its Subprocessors, or (b) any similar event defined under Applicable Data Protection Laws involving the potential breach or compromise of the security of Personal Data in the custody or control of the Supplier or its Subprocessors.

1.3 **Sell** means transferring or communicating Personal Data to a third party for monetary or other valuable consideration as defined under Applicable Data Protection Law.

1.4 **Share** means transferring or communicating Personal Data to a third party for the targeting of advertising based on the Personal Data obtained from the data subject’s activity across businesses, distinctly-branded websites, applications, or services, other than the Customer’s websites or offerings, or as similarly defined under Applicable Data Protection Law.

2. SCOPE

2.1 The provisions of this Annex 1 shall apply to the extent the Supplier Processes any Personal Data that is subject to Applicable Data Protection Laws. For the purposes of this Annex 1, terms not defined herein shall have the meaning given to them under Applicable Data Protection Laws.

2.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Annex 1 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under Applicable Data Protection Laws.

3. PROCESSING OBLIGATIONS

3.1 The Customer is disclosing Personal Data to the Supplier pursuant to an Agreement for the specific Services and purposes set forth in the Agreement. Except as otherwise expressly provided in the Agreement (i) the Personal Data subject to Processing concerns the Customer’s customers, personnel, vendors and suppliers as provided in connection with the Services, and (ii) the nature of the Processing shall consist of receipt, collection, storage, analysis and reporting of the Personal Data as necessary to perform the Services. The Supplier will Process Personal Data pursuant to the Agreement (including the terms of this DPA) only (a) on behalf of the Customer, (b) in accordance with the Customer’s documented instructions including the instructions documented in the Agreement, and (c) as necessary to perform the Services and deliver the Content and otherwise comply with Applicable Law, including Applicable Data Protection Laws (“**Processing Activities**”). The Supplier certifies that it will not retain, use, disclose or otherwise Process Personal Data for any other purpose, including any commercial purpose restricted under Applicable Data Protection Laws. The parties have determined that, for the purposes of Applicable Data Protection Laws, (a) the Supplier shall act as processor and the Customer shall be the controller in respect of the Personal Data and Processing Activities; and (b) the Supplier shall Process the Personal Data as a service provider on behalf of the Customer in respect of the Processing Activities. Without prejudice to the generality of the foregoing, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of this Agreement.

3.2 The Supplier shall not retain, use, or disclose the Personal Data it receives under an Agreement outside of the direct business relationship between the Supplier and the Customer unless expressly permitted by Applicable Data Protection Laws. The Supplier certifies that it will (a) comply with Applicable Data Protection Laws; and (b) promptly inform the Customer in writing if the Supplier makes a determination that it can no longer meet its obligations under Applicable Data Protection Laws.

3.3 Except as explicitly specified in an Agreement as part of the Services, the Supplier shall not Sell or Share a Consumer’s Personal Data it receives from or on behalf of the Customer without the Customer’s express permission, and will refrain from taking any action that would cause any transfers of Personal Data to or from the Customer to qualify as Selling or Sharing personal information as those terms are defined under the CCPA or other Data Protection Law.

3.4 The Supplier will not combine the Personal Data with information received from or on behalf of another person or entity, or with the Personal Data that the Supplier collects from its own interactions with Consumers, except as expressly permitted in the Agreement. The Supplier certifies that it will only use de-identified Personal Data in de-identified form and will not attempt to re-identify de-identified data and will take reasonable measures to ensure that other persons cannot associate any de-identified data with an individual.

3.5 Without limiting any obligations under the Agreement with respect to the handling and use of the Customer’s Confidential Information, the Supplier shall require that all persons who have access to Personal Data are informed of its confidential nature and agree to protect Personal Data on terms substantially similar to those contained in an Agreement and this DPA, and in the case of personnel that are not employees of the Supplier such agreement shall be in writing. The Supplier certifies that the Supplier, and each individual Processing Personal Data on its behalf, is subject to a duty of confidentiality with respect to the Processing of Personal Data as required under Applicable Data Protection Laws.

3.6 The Supplier shall promptly notify the Customer and respond without unreasonable delay to all inquiries regarding any request, complaint, audit, or communication relating to the Supplier’s Processing of Personal Data or to the Customer’s obligations under Applicable Data Protection Laws (including from data protection authorities and/or regulatory authorities) provided, however, that the Supplier shall (except as prohibited under Applicable Law) obtain specific written consent and instructions from the Customer prior to responding to such request, complaint, or communication.

4. **ASSISTANCE WITH DATA SUBJECT REQUESTS.** If the Supplier receives a request submitted by a Consumer or other individual to exercise a right under Applicable Data Protection Laws in relation to that individual’s Personal Data, the Supplier will promptly inform the Customer. The Customer will be responsible for responding to such consumer rights requests and the Supplier will not respond to such requests except if required by Applicable Law. Upon request, the Supplier shall reasonably cooperate with the Customer (taking into account the nature of the Processing and the information available to the Supplier) in order to enable the Customer to comply with obligations under Applicable Data Protection Laws, including assisting in the handling of data subject requests for access to or deletion or correction of Personal Data Processed in connection with the Agreement within applicable statutory time limits.

5. **SECURITY MEASURES.** The Supplier shall implement such security measures that are set out in the Agreement. Subject to any more protective requirements in the Agreement or under Applicable Law, the Supplier shall implement and maintain commercially reasonable technical and organizational measures that are designed to maintain in compliance with Applicable Data Protection Laws an industry-standard level of security and prevent unauthorized access to, modification of, and/or disclosure of Personal Data, taking into account the nature and sensitivity of the information to be protected, the risk presented by Processing, the state of the art, and the costs of implementation. The Supplier represents and agrees that it will provide the level of data security required under Applicable Data Protection Laws.

6. **SUBPROCESSORS.** The Customer acknowledges and agrees that the Supplier may utilize Subprocessors subject to the terms of this clause 6. In the event the Supplier wishes to use a Subprocessor other than Microsoft Azure or a Subprocessor previously identified in an Order Form or other writing, it shall provide written notice thereof to the Customer. The Customer may object to the engagement of a new Subprocessor. If the Customer objects, the parties shall work together in good faith to agree on a reasonable solution, which may include termination of the Agreement without penalty. The Supplier shall enter into a written contract with all Subprocessors (new or existing) that requires each Subprocessor to meet the requirements placed on the Supplier under the Agreement and this DPA with respect to the Processing of Personal Data, and includes appropriate contractual provisions required under Applicable Data Protection Laws. The Supplier shall ensure a Subprocessor implements appropriate control measures designed to protect Personal Data. The Supplier shall be responsible for the work and activities of all Subprocessors.

7. **PERSONAL INFORMATION BREACH OBLIGATIONS.** In the event of any Security Breach, the Supplier shall: (a) notify the Customer about the Security Breach without undue delay and at most within twenty-four (24) hours of the Supplier becoming aware of the Security Breach, unless a shorter time is provided in the Agreement or Applicable Law; (b) investigate, correct, mitigate, remediate and otherwise handle the Security Breach, including by identifying Personal Data affected and taking sufficient steps to prevent the continuation and/or recurrence of the Security Breach; (c) fully cooperate with the Customer and provide all information necessary for the Customer to comply with all applicable notification and recordkeeping requirements; and (d) take all actions as may be required by Applicable Data Protection Laws. The parties will mutually agree upon

the notification to be provided to affected parties as a result of a Security Breach, provided that nothing shall prevent a party from complying with any of its obligations under Applicable Law or insurance policy.

8. **RETURN AND DESTRUCTION.** At the end of the Services Term for whatever reason, the Supplier shall cease Processing Personal Data and shall require that all Subprocessors cease Processing Personal Data. The Supplier's obligations to return or destroy Confidential Information as set forth in the Agreement shall apply to all Personal Data; provided that to the extent conflicting or less protective terms are specified in the Agreement, then at the end of the Services Term or upon Customer's written request, Supplier shall (and shall cause all of its Subprocessors to) return to the Customer all data and materials in whatever form that contain Personal Data, or securely and permanently destroy all copies, provided that (a) the Supplier may retain Personal Data as required by Applicable Law, and (b) the Supplier may retain any electronic copies of Personal Data maintained in routine backups or archives until it is securely and permanently deleted or destroyed in accordance with the Supplier's standard data backup and data retention procedures or as otherwise required by Applicable Law; provided in each case such copies shall be held subject to the confidentiality and data protection terms of this DPA and the Agreement (which terms shall survive) until such Personal Data is securely and permanently destroyed. Upon request, the Supplier shall provide written certification that it and each of its Subprocessors, if applicable, have fully complied with this clause.

9. **AUDITS.** During the Services Term, (a) the Supplier agrees on an annual basis to submit answers to a security questionnaire provided by the Customer regarding its data protection policies and technical and organizational measures in support of its compliance with applicable obligations regarding Personal Data under this DPA and Applicable Law; and (b) the Supplier will, upon request, provide the Customer with the results of any data security audits (such as SOC 1 or ISO 27001 audits) applicable to the Processing of Personal Data. The Supplier agrees that it will, as dictated by Applicable Data Protection Law and subject to appropriate binding confidentiality protections consistent with the Agreement and this DPA, allow, and cooperate with, reasonable assessments by the Customer or the Customer's designated assessor to assess its compliance with applicable obligations under Applicable Data Protection Laws, including by responding to periodic security questionnaires relating to the processing of Personal Data and otherwise making available to the Customer all information in the Supplier's possession necessary to demonstrate the Supplier's compliance with Applicable Data Protection Laws. Any such information provided or otherwise relating to such audits or assessments and their conclusions/results shall be considered trade secret Confidential Information of the Supplier.

10. **DATA PROTECTION ASSESSMENTS.** The Supplier shall, upon request, provide relevant information to the Customer to fulfill its obligations to conduct data protection assessments as required under Applicable Data Protection Laws.

11. **COMPLIANCE.** The Supplier agrees to comply with all reasonable requests or directions by the Customer to enable it to verify and/or procure that the Supplier is in full compliance with its obligations under Applicable Data Protection Laws. To the extent dictated under Applicable Data Protection Law and in a manner consistent with the Customer's obligations under such Applicable Data Protection Law: (a) the Supplier grants the Customer the rights to take reasonable and appropriate steps to help ensure that the Supplier uses Personal Data transferred to it under the Agreement in a manner consistent with the Customer's obligations under such Applicable Data Protection Law, and (b) the Supplier grants the Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

Annex 2 – Service credits

Monthly Uptime	Service Credit
Less than 95% but greater than 90%	The Supplier will make the Services available to the Customer for an additional seven days without charge.
Less than 90%	The Supplier will make the Services available to the Customer for an additional thirty days without charge.