MASTER LIST RENTAL DATA USE AGREEMENT

This Master List Rental Data Use Agreement ("Agreement") is made this _____ day of _____, 20___, (the "Effective Date") by and between Compact Information Systems, LLC d/b/a Deep Sync, a Washington limited liability company, located at 7120 185TH Avenue NE, Suite 150, Redmond, WA 98052 ("Deep Sync") and _____, a(n) _____ company, located at _____ ("Customer").

1) **Background**: Customer wishes to obtain certain list counts, order marketing lists, data products and related services, and other data selected from various Deep Sync sources and third-party vendors of Deep Sync (collectively, the "Data"). This Agreement governs the terminable, revocable, non-exclusive, non-transferrable, limited license of the Data by Deep Sync to Customer and the strictly limited use of the Data provided to Customer. The Data to be provided to Customer and the pricing for use of such Data is determined on a per order basis as set forth in writing or on any applicable addendum to this Agreement, as amended from time to time and incorporated herein by reference. All pricing is subject to change at any time in the sole discretion of Deep Sync.

2) **Term and Termination**: The initial term of this Agreement shall be one (1) year from the Effective Date (the "Initial Term") and, unless either party provides written notice of termination thirty (30) days prior to the end of the Initial Term, this Agreement and all applicable addenda shall renew automatically, unless otherwise agreed in writing by the parties for successive periods of one (1) year on each anniversary of the Effective Date without any additional action by either party. After the Initial Term, either party may terminate this Agreement and the licenses granted hereunder or any applicable addenda at any time by giving thirty (30) days prior written notice to the other party. This Agreement and all applicable agenda shall terminate automatically if Customer is liquidated or dissolved, or suffers a receiver or trustee to be appointed for it, or makes a general assignment for the benefit of its creditors or institutes or has instituted against it any proceedings under any law relating to bankruptcy or relief of debtors, and such filing is not dismissed or resolved within sixty (60) days. Termination of this Agreement shall not relieve Customer of its obligation to pay for any outstanding invoices or for Data or related services provided up until termination, or after termination for work in progress still to be completed at Customer's request. In the event of a termination by Customer in accordance with the terms hereof, Customer shall not be entitled to a refund of all or any portion of any fees or charges paid to Deep Sync or any of its Vendors by Customer hereunder, including, without limitation, any prepaid fees.

   If Customer materially breaches any term or condition of this Agreement, or any term or condition of an applicable addendum, and fails to cure that breach within fifteen (15) days after receiving written notice of the breach from Deep Sync, then Deep Sync may immediately terminate this Agreement, or, separately, any applicable addendum giving rise to the breach, by delivering written notice of such immediate termination to Customer at any time following the end of the fifteen (15) day cure period.

3) **Fees**: Customer shall pay Deep Sync the fees and charges indicated on an order confirmation or any applicable addendum. All amounts shall be due and payable within thirty (30) days from the date of each invoice (each such date, the "Due Date"). Cancellations of orders may be subject to cancellation fees and/or reduced run charges as set forth on an order confirmation or any applicable addendum. Any amounts paid after the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month. In the event Customer fails to make timely payment, Customer will be responsible for all reasonable expenses (including attorney's fees) incurred by Deep Sync in collecting such amounts. Deep Sync reserves the right to suspend performance of its obligations hereunder (or under any other agreement with Customer) in the event Customer fails to make timely payment hereunder or under any other agreement with Deep Sync. Upon termination of this Agreement by either party for any reason, any amounts owed by Customer to Deep Sync, shall become immediately due and payable. If such amounts are not paid within fifteen (15) days of termination, the amount due shall accrue interest, calculated from the termination date, as set forth above.

4) **Taxes**: The charges for the Data or services currently do not include taxes. If Deep Sync is required to pay any federal, state, county or local sales, use or similar taxes based on the Data or services provided under this Agreement or any applicable addendum, the taxes shall be itemized, billed to and paid by Customer. Customer shall not be responsible for taxes based on Deep Sync's income or payroll.

5) **Confidentiality**: As used in this Agreement or any applicable addendum, "Confidential Information" means any and all: (a) Deep Sync proprietary or non-public information; (b) information concerning trade secrets; (c) software source or object code, technical, operational, or procedural documentation, technology, ideas, formulae, know how, procedures, products, services, algorithms and trade secrets embodied in the source code or object code, solution methodology or technology, and other deliverables; (d) information relating to Deep Sync's business or other affairs; (e) Deep Sync's financial, technical, operational and commercial information; (f) information regarding Deep Sync's customers, potential customers, business plans or staff; (g) information related to the transaction contemplated by this Agreement or any applicable addendum; (h) information obtained by examination or review of information, books and/or records; (i) information obtained by examination, testing or analysis of any hardware, software or any component part of hardware or software; and (j) notes, analyses, compilations, studies or other documents prepared by either party or a party's representatives based on, containing or otherwise reflecting its Confidential Information. Confidential Information may be disclosed

in oral, written, graphic, electronic, machine recognizable and sample form, or otherwise obtained by Licensee in connection with the transaction contemplated by this Agreement. Confidential Information will not include information that: (i) is or becomes available to the public through no fault of Customer; (ii) is disclosed to Customer by a third-party who had lawfully obtained such information and without a breach of such third-party's confidentiality obligations; (iii) is proven to be developed independently by Customer; or (iv) Deep Sync has given written permission to Customer to not keep confidential.

Customer agrees that it will not disclose, in any form, oral, electronic or paper, Confidential Information by any means to any third-party, and that Customer will only use Confidential Information for the purposes of performance under this Agreement or any applicable addendum. Further, Customer will limit access to the Deep Sync's Data, technology, and technology gateways to only those of its employees, independent contractors or agents with a need for access to perform under this Agreement or any applicable addendum. Customer acknowledges that any breach by Customer of these confidentiality obligations would cause substantial and irreparable damage to Deep Sync, that money damages would be inadequate remedy, and that Deep Sync will be entitled to an injunction, specific performance, or other equitable relief for breach of this Agreement without any requirement to post bond as a condition for that relief.

6) **Restrictions and Conditions on Use of the Data**:

a) Deep Sync hereby grants a terminable, revocable, non-exclusive, non-transferrable, strictly limited license of the Data to Customer. This license is revocable at any time by Deep Sync if Customer violates any of the terms of this Agreement or any applicable addendum. The Data furnished to Customer may be used by Customer in connection with its own marketing programs, and for no other purpose. The Data is to be used for the list rental purposes and project(s), or as may be otherwise specified in any applicable addendum only, and unless otherwise specified within the order confirmation for the specific project, is for one-time use only. Any Data ordered by Customer may be used for marketing programs by mail, telemarketing, mobile marketing, or email or for database analysis only. All right, title and interest in the Data will remain the property of Deep Sync or its licensors and no right, interest in or title to any Data will be sold, conveyed or otherwise transferred to Customer or any third-party.

b) Customer hereby agrees that its marketing materials and solicitations will not make reference to any selection criteria or presumed knowledge regarding the intended recipient of such solicitation, and must be in good taste and of the highest quality.

c) Customer agrees that no list or other data will be copied, duplicated, transferred, disclosed or retained after the permitted one-time rental use, unless otherwise specified in applicable addendum or in any written order confirmation at the time of purchase.

d) Customer will comply with all state and federal breach notification laws in connection with any of the unauthorized access to or loss of Data that is under Customer's control. Notwithstanding for the foregoing, Customer will immediately notify Deep Sync of any unauthorized access to or loss of Data that is under Customer's control. Customer will indemnify Deep Sync for all third-party claims that result from unauthorized access to or loss of Data that is under Customer's control.

e) Customer acknowledges and agrees that it may not use or permit the use of the Data in connection with the preparation, publication, cleaning or maintenance of any directory of any nature. Customer will not use or permit the use of the Data for compiling, enhancing, verifying, supplementing, adding to or detracting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, or provided to a third-party. Customer will not use or permit use of the Data for generating any statistical information which is sold, rented, published, furnished or in any manner provided to a third-party, or use or permit the use of the Data in connection with individual credit, employment or insurance applications.

f) Customer agrees that it will not use or permit the use of the Data in violation of any federal, state, local, or international law, rule, or regulation or for any unlawful purpose, and will comply with the Association of National Advertisers (ANA) Guidelines for Ethical Business Practice. Customer agrees to comply with any and all current and future federal, state, local and international laws concerning use of the Data, telephone solicitations and marketing, and the transmission of facsimiles and email, including but not limited to, the Telephone Consumer Protection Act of 1991, Fair Credit Reporting Act (FCRA), the Federal Trade Commission ("FTC") Telemarketing Sales Rule, the California Consumer Privacy Act ("CCPA"), and any other existing or future FTC rules and any enforcing regulations related to the foregoing. Customer understands that any person violating such laws, rules or regulations may be subject to substantial civil and criminal penalties, for each transmission of any unsolicited facsimile or other information. Customer acknowledges that the U.S. Federal government, certain states and self-regulatory bodies may each have restrictions on telemarketing activities, including but not limited to, permitting a telephone subscriber to give public notice that such subscriber does not wish to receive sales solicitation telephone calls. Due to the varying publication dates of such notices, Deep Sync disclaims any warranty, express or implied, that the names and telephone numbers of all such subscribers have been identified on or deleted from any Data or other list ordered by Customer. Further, Customer agrees that it will fully

indemnify Deep Sync for any claims, actions, damages, fees or costs related to any breach or violation by Customer of any of the acts, regulations or guidelines set forth in this Section 6.

g) Customer understands and warrants that it will comply with the rules relating to any Do-Not-Call Registry promulgated by federal, state, foreign, international or self-regulatory bodies (such registries and lists collectively, the "DNC Registries"), specifically including, but not limited to, those rules that:

    i) Require all sellers who initiate, or cause a telemarketer to initiate, an outbound telephone call that is not otherwise exempt, to pay the appropriate fees for any DNC Registries;

    ii) Require all telemarketers who initiate an outbound telephone call, that is not otherwise exempt on behalf of a seller, to ensure that the seller has paid all appropriate fees for any DNC Registries; and

    iii) Require any company performing scrubbing of any DNC Registries on behalf of a seller to ensure that it is scrubbing the calling lists against that seller's and only that seller's version(s) of the DNC Registries.

h) Customer hereby certifies that it will use the information gathered from the DNC Registries solely in compliance with the provisions of any applicable acts, guidelines or regulatory or self-regulatory body or otherwise to prevent telephone calls to telephone numbers on the registry.

i) **DNC MANAGER Orders**: Customer acknowledges that in the event it orders DNC Manager scrubbing services through Deep Sync, the scrubbing services will be performed by an independent vendor and that such vendor provides a compliant list processing receipt regarding the accuracy of the scrubbing service. Deep Sync is not responsible for and makes no representation or warranty regarding the performance or accuracy of the scrubbing service, and Customer agrees that it shall have no recourse against Deep Sync in the event that the scrubbing services provided to Customer are unsatisfactory, inaccurate or incomplete.

j) **RESIDENT OCCUPANT Orders**: Customer acknowledges that in the event it orders RESIDENT OCCUPANT data or services through Deep Sync, any data or services provided are performed by an independent vendor and that such vendor provides a separate warranty regarding the service or information provided. Deep Sync is not responsible for and makes no representation or warranty regarding the performance or accuracy of such services and data, and Customer agrees that it shall have no recourse against Deep Sync in the event that the services and data provided to Customer are unsatisfactory, inaccurate or incomplete. Customer further acknowledges that any RESIDENT OCCUPANT list or other data is for one-time rental use only, unless otherwise specified within the order confirmation. Altering such data may affect the postage rates. Customer agrees that no RESIDENT OCCUPANT list or other data will be copied, duplicated, transferred, disclosed or retained after the permitted one-time rental use. Customer is prohibited from (i) commingling the RESIDENT OCCUPANT Data with its own database or information from a third-party, (ii) using or permitting use of the RESIDENT OCCUPANT Data to "benchmark" it against files offered by other suppliers for third-party use, (iii) voluntarily producing any of the RESIDENT OCCUPANT Data in any legal proceeding, (iv) obtaining Computerized Delivery Sequencing (CDS) qualification or equivalent, (v) selectively returning individual addresses or components, (vi) obtaining or granting any right of ownership, (vii) assigning, leasing or transferring the RESIDENT OCCUPANT Data or any portion of it in any manner not expressly authorized by this Agreement and any attempt to do so shall be void, and (viii) performing any type of address, street, street number or lookup or directory assistance type of applications or seeking information relating to neighbors of a particular name or address. In addition, Customer shall not provide to any Customer or any other party, all or substantially all of the RESIDENT OCCUPANT Data.

k) **ACXIOM Orders**: Customer acknowledges that in the event it orders ACXIOM data or services through Deep Sync, any data or services provided are performed by an independent vendor and that such vendor provides a separate warranty regarding the service or data. Deep Sync is not responsible for and makes no representation or warranty regarding the performance or accuracy of such services or data, and Customer agrees that it shall have no recourse against Deep Sync in the event that the services or data provided to Customer are unsatisfactory, inaccurate or incomplete. Customer further acknowledges that any ACXIOM list or other data is for one-time rental use only. Customer agrees that no ACXIOM list or other data will be copied, duplicated, transferred, disclosed or retained after the permitted one-time rental use. The ACXIOM data may not be used for building or integrating such data into any other database. Customer acknowledges and agrees that any such data or lists shall at all times remain the intellectual property of ACXIOM, and that neither Customer nor its customers or any other third-parties have any proprietary rights whatsoever in the data or lists.

l) **Restrictions**: In addition to the restrictions set forth above in this Section 6, in no event may Customer use or permit the use of any Data to advertise, sell, or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; pornographic materials; weapons; credit repair services or other illegal or illicit activities. Customer agrees, for any prospecting use of the Data not involving Customer's house files, which include a designation that an individual consumer has opted out of receiving marketing solicitations, to honor such election. In the event that Customer does not honor such election, Deep Sync may terminate this Agreement and any licenses hereunder immediately and without further liability to Customer or any other party, and Customer agrees to defend, indemnify, and hold harmless Deep Sync, DNC MANAGER, COMPACT or ACXIOM, as the case may be, for any claims arising out of any failure to honor such election.

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7) **Move Update Standards**: Customer hereby represents, warrants and agrees that it will comply with all current and future USPS rules, regulations and standards and that all mailings entered on November 23, 2008 or thereafter must be updated with an approved or alternate method of address correction.

8) **Email Data and Data Related Services:**

   a) **Email Data for Append, Retention and Prospecting Campaigns.** All Prospect Data is provided for one time use, unless otherwise specified in any applicable addendum or in any written order confirmation at the time of purchase, with the exception of email appends to Customer files which can be used for unlimited usage within a twelve (12) month period without limitation. Customer understands and agrees that Deep Sync makes no guarantee as to the results of any campaign and that results may vary based on the offer, the target audience and other variables. Customer understands and agrees that because email data is self-reported and is based upon the information received upon sign up, Deep Sync makes no guarantees as to the integrity, accuracy, reliability or compliance with Data Protection Laws of any email data or records provided.

   No copy of the Data, in any form whatsoever, may be retained by the Customer and/or mailer or any person or firm retained by the Customer or its mailer, for purposes of processing names for mailing or usage longer than one week after the mailing, without the prior consent of Deep Sync.

   No part of the provided Data, including but not limited to, postal, email, phone, additional selector data elements, and specialty files, can be used to enhance, modify or integrate with any other list owned by Customer for any reason whatsoever without the express written approval of Deep Sync. "Multi-buyers" or names that are derived from the Data (i.e. postal or email list) and another rented, exchanged or owned list may be mailed one time for each time the name appears, provided that the Customer, or its mailer has paid all parties involved, full rental fees for each mailing occurrence.

   Deep Sync represents and warrants that prospect email addresses or email addresses appended to a data file used in the performance of the Services initially opted in to receive commercial emails transmitted on behalf of third parties.

   b) **Email Deployment Services.** Email messages, to be sent on behalf of Customer, shall first be subject to review by Deep Sync. Deep Sync reserves the right to reject any message in its sole unfettered discretion. Deep Sync will add opt-out verbiage to Customer's message and manage opt outs of email deployments on behalf of Customer. Customer understands and agrees that Deep Sync shall not be held liable for delivery or blocking issues and that no make-goods, reblasts, credits or refunds will be issued.

   CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT Deep Sync DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT Deep Sync MAY OCCASIONALLY EXPERIENCE "HARD OUTAGES" DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN THEIR CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED BREACH OF THIS AGREEMENT.

   Retention of Email Deployment: If Customer is deploying an email marketing list not purchased from Deep Sync, Customer represents and warrants that the list contains fully verified and opted in information in compliance with Data Protection Laws. If the list is supplied to Customer, Customer represents and warrants that they have examined the terms and conditions under which the addresses were originally compiled and determined that all recipients have in fact opted-in to the type of mailing list the End User intends to operate. Lists must be used for their original purpose. If requested by Deep Sync, Customer shall fully disclose all terms and conditions of each and every email marketing list. Customer understands and agrees not to provide or market to emails of Canadian origin in compliance with Canada's Anti-Spam Legislation of 2014 (CASL), unless Customer can provide proof of expressed consent from these email subscribers prior to sending the commercial email. Customer therefore agrees to accept liability and not to hold Deep Sync or its third-party suppliers liable for any fines or violations in compliance with CASL email communications.

   c) **Compliance with CAN-SPAM:** Each party shall comply with the provisions of CAN-SPAM Act in performing their respective obligations hereunder, including but not limited to, the multiple sender rule, the use of an opt-out mechanism honored within 10 days and valid for 30 days, the use of clear and accurate header and subject line information, and the use of a physical mailing address.

9) **Accuracy of Data and Limitation of Liability**:

   a) Deep Sync provides Data to Customer from recognized industry compilers of telephone directories and various other sources "AS IS AND WITH ALL FAULTS." Deep Sync makes no representation or warranty, express or implied, regarding the accuracy or completeness of the Data to be delivered, results to be obtained with the Data, or that any lists in the Data comply with Data Protection Law or have been scrubbed against any DNC Registries.

b) Customer acknowledges that the Data provided by Deep Sync and its third-party vendors will contain a degree of error. CUSTOMER ACKNOWLEDGES THAT THE ALLOCATION OF RISK IN THIS AGREEMENT IS CONSISTENT WITH THE INDUSTRY STANDARD AND CUSTOM AND IS AN INTEGRAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, WITHOUT WHICH Deep Sync WOULD BE UNABLE TO PROVIDE THE DATA AT THE COSTS SPECIFIED. For these reasons, Customer agrees that it is responsible for determining that the Data is sufficiently accurate for Customer's purposes. Deep Sync shall use commercially reasonable efforts to stay within an undeliverable rate of 10% and a disconnect rate of 15%; actual rates will vary and are not guaranteed. These rates are based upon the full quantity of the prospect list(s) provided and are merely guidelines. Customer acknowledges and agrees that it will not be entitled to any refund and will not withhold payment for the Data in the event that the Data is inaccurate or the undeliverable and disconnect rates exceed any claimed industry standard.

c) The Data, including, but not limited to, including postal, epostal, and email records, names and addresses are not guaranteed as deliverable. Deep Sync uses commercially reasonable efforts to meet industry standards for postal deliverability; however, Deep Sync makes no representation or guarantee as to the conversion results of the mailing.

d) CUSTOMER ACKNOWLEDGES THAT THE DATA IS NOT THE PRODUCT OF AN INDEPENDENT COMPILATION OR INVESTIGATION PROMPTED BY OR ON BEHALF OF CUSTOMER, BUT IS UPDATED AND REVISED INDEPENDENTLY ON A PERIODIC BASIS. CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT Deep Sync AND ITS THIRD-PARTY LICENSORS OR SUPPLIERS OF DATA, DO NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER OR PROPORTION WHATSOEVER. CUSTOMER THEREFORE AGREES NOT TO HOLD Deep Sync OR ITS THIRD-PARTY SUPPLIERS LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY Deep Sync'S OR ITS THIRD-PARTY SUPPLIERS NEGLIGENT OR OTHER ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE DATA.

FURTHER, CUSTOMER AGREES THAT IN NO EVENT SHALL Deep Sync OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR CHARACTER (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT CUSTOMER, ANY CLIENT OF CUSTOMER, OR OTHER PARTY, SUFFERS OR INCURS ARISING OUT OF ANY ACTS OR OMISSIONS OF Deep Sync OR ITS THIRD-PARTY SUPPLIERS IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE DELIVERY OR USE, OF THE DATA, REGARDLESS OF THE FORM OF ACTION.

e) FOR ANY DAMAGES CAUSED WHOLLY OR IN PART BY DEEP SYNC'S INABILITY TO FULFILL ITS RESPONSIBILITIES HEREUNDER, DEEP SYNC'S SOLE LIABILITY SHALL BE TO RETURN TO CUSTOMER THE AMOUNT PAID FOR THE DATA. IN NO EVENT SHALL DEEP SYNC'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO Deep Sync BY CUSTOMER HEREUNDER

f) Deep Sync PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10) **Indemnity**: In addition to any of the remedies provided in this Agreement, Customer agrees to defend, indemnify and hold Deep Sync its parent, affiliates, shareholders, directors, officers, employees and agents harmless from and against any and all claims, damages, losses, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) sustained, suffered, paid or incurred by Deep Sync, its agents, officers, directors, employees or affiliates as a result of the breach of any warranty, obligation, undertaking, representation or agreement made by Customer in this Agreement or any applicable addendum, or arising out of any violation of law by Customer or out of third-party claims stemming from any act or omission by Customer in connection with this Agreement or any applicable addendum. Deep Sync will give Customer prompt notice of any claim or action alleging facts which, if true, would constitute a breach of any of Customer's obligations under this Agreement or any applicable addendum. This obligation of indemnity shall survive the termination or expiration of this Agreement.

11) **Approval of Customer Materials**: Deep Sync reserves the right to require Customer to obtain Deep Sync's advance approval of any material which the customer proposes to mail or distribute and Customer acknowledges that it may not distribute the Data or materials to any third-party without the prior written approval of Deep Sync, to be given or denied in its sole unfettered discretion.

12) **Customer Responsibilities**: Upon receipt, Customer shall inspect the Data for compliance with Customer's selection criteria. If verifiable errors are reported to Deep Sync within thirty (30) days, Deep Sync will reprocess the order without charge. Under no circumstances shall reprocessing include the production costs of any Customer materials.

13) **Compliance with Law**: Each party covenants, represents and warrants to the other that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. In addition, each party has the corporate power to enter into this Agreement and to perform its obligations under the Agreement. To the extent that data protection laws ("Data Protection Laws"), including without limitation, those detailed in Sections 6(f) and 8(c) above, the California Consumer Privacy Act ("CCPA") and Canada's Anti-Spam Legislation of 2014 ("CASL"), are applicable to either party: (i) such party agrees to comply with obligations under the Data Protection Laws; and (ii) in relation to any communication of "personal information" (as defined by the CCPA) from one party to the other party pursuant to this Agreement, the parties agree that no monetary or other valuable consideration is being provided specifically for such personal information and therefore neither party is "selling" (as defined by the CCPA) personal information to the other party. If a party reasonably believes that any changes are required to this Agreement to ensure a party's compliance with Data Protection Law or to address the legal interpretation of Data Protection Law, including in relation to the respective roles of the parties with regard to any Personal Data Processed under this Agreement, that party may notify the other and the parties shall negotiate in good faith appropriate amendments or addenda to this Agreement to the extent required to ensure both parties' compliance with Data Protection Law from time to time. Without prejudice to the generality of the foregoing, if a party reasonably believes that the parties may be joint controllers in respect of certain processing of personal data in connection with this Agreement, the parties shall negotiate in good faith whether to amend or enter into an addendum to this Agreement in order to reflect such joint controller relationship and to allocate the parties' respective responsibilities as joint controllers in respect of such processing. If any existing law or regulation is changed or if any new law or regulation is enacted that affects the Data, its use, or services provided under this Agreement, Deep Sync and/or Customer may modify this Agreement to the extent reasonably necessary to ensure that use of the Data will comply with such laws and regulations; Deep Sync may modify its pricing accordingly.

14) **Changes to this Agreement:** Deep Sync may make changes to this Agreement from time to time for security, commercial or legal reasons. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. When these changes are made, a notification will be posted on our website at https://www.Deep Sync.com/Deep Sync-legal-revisions/ along with a copy of the current standard Agreement.

15) **Assignment**:   This Agreement is personal to Customer and neither party shall cause or permit any voluntary or involuntary assignment, sublicense or transfer, by operation of law or otherwise, of this Agreement or its rights or obligations under this Agreement to any third-party without the prior written consent of the other party, except that Deep Sync may assign or transfer this Agreement without Customer's consent (a) to a parent, subsidiary, affiliate or similarly related entity, (b) in connection with a merger, acquisition, reorganization or consolidation, or (c) in connection with the sale of Supplier's corporate stock or assets.

16) **Independent Contractors**: Nothing in this Agreement or any applicable addendum shall be construed to create a partnership, joint venture, or agency relationship between the parties. The parties to this Agreement are independent contractors and neither party has any authority to bind or commit the other in any respect whatsoever, and neither party shall hold itself out as the agent, principal, partner, associate or joint venturer of the other or as having any power or authority to bind or commit the other party.

17) **Advertising and Promotions:** Customer will not use Deep Sync's name or that of any of its divisions or affiliates or otherwise expressly or impliedly refer to any of them in any advertising, promotional literature, press release or other form of public disclosure without the prior written approval of the appropriate officer of Deep Sync.

18) **Notice**: Notices of material changes will be posted on our website at www.DeepSync.com and is effective immediately. Any such notice shall be deemed "given" to Customer. We encourage you to periodically review this page for the latest information on our privacy practices.

19) **Waiver**: No term or provision of this Agreement or any applicable addendum will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

20) **Severability**: If any provision of this Agreement or any applicable addendum shall be held invalid or unenforceable after hearing or proceedings before an independent tribunal, such provision shall be deemed deleted from this Agreement or such addendum and the remaining provisions of this Agreement or the applicable addendum shall continue in full force and effect so long as the deleted provision does not eliminate or otherwise substantially change the economic benefits of this Agreement to either party or significantly impair the rights or increase the obligations of either party. The parties shall make good faith efforts to replace each such deleted provision by a valid and enforceable provision mutually agreeable to the parties.

21) **Governing Law and Venue**: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (without giving effect to choice of law principles). In the event of a dispute arising out of this Agreement, whether in contract or tort, the parties agree to submit to the jurisdiction of the courts of the State of Washington. Venue shall be in the Federal and/or state courts located in the State of Washington.

22) **Entire Agreement**: This Agreement represents the entire understanding between the parties to this Agreement and supersedes all prior agreements and arrangements, oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be changed in any way unless such changes are in writing signed by the parties to this Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly executed and delivered on its respective behalf by its duly authorized representative on the date first above written above.

Company Name: _____

Accepted by: _____ Title: _____

Signature: _____

Date: _____

Deep Sync

Accepted by: _____ Title: _____

Signature: _____

Date: _____