



MASTER LIST RENTAL DATA USE RESELLER AGREEMENT

This Master List Rental Data Use Reseller 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 _____ (“Reseller”).

- 1) **Background:** Reseller 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 Reseller and the strictly limited use of the Data provided to Reseller to sell to its customers (“End Users”). The Data to be provided to Reseller 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 addendum at any time by giving thirty (30) days prior written notice to the other party. This Agreement and all applicable addenda shall terminate automatically if Reseller 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 Reseller 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 Reseller’s request. In the event of a termination by Reseller in accordance with the terms hereof, Reseller 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 Reseller hereunder, including, without limitation, any prepaid fees.

If Reseller 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 Reseller at any time following the end of the fifteen (15) day cure period.

- 3) **Fees:** Reseller shall pay Deep Sync the fees and charges indicated on 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. Reseller’s obligation to pay the fees and charges set forth on each invoice is entirely independent of whether Reseller receives payment from its End Users. 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 Reseller fails to make timely payment, Reseller 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 Reseller) in the event Reseller fails to make timely payment hereunder or under any other agreement with Deep Sync. Upon termination of this Agreement or any applicable addendum by either party for any reason, any amounts owed by Reseller 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 applicable addendum, the taxes shall be itemized, billed to, and paid by Reseller. Reseller 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 Reseller or Reseller's End Users; (ii) is disclosed to Reseller 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 Reseller; or (iv) Deep Sync has given written permission to Reseller to not keep confidential.

Reseller agrees that it will not disclose, in any form, oral, electronic or paper, Confidential Information by any means to any third-party, and that Reseller will only use Confidential Information for the purposes of performance under this Agreement or any applicable addendum. Further, Reseller 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. Reseller acknowledges that any breach by Reseller 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 Reseller. This license is revocable at any time by Deep Sync if Reseller or any End User violates any of the terms of this Agreement or any applicable addendum. The Data furnished to Reseller may be licensed to its End Users in connection with their 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 Reseller 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 may be sold, conveyed or otherwise transferred to Reseller, End Users or any third-party. Reseller is obligated by this Agreement to ensure that its End Users are made aware that no right, interest in, or title to any Data is passed to End Users under this Agreement or any applicable addendum.
- b) Reseller hereby agrees and will cause its End Users to agree that their 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) Reseller 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 any applicable addendum or in any written order confirmation at the time of purchase.
- d) Reseller 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 Reseller's or Reseller's End User's control. Notwithstanding for the foregoing, Reseller will immediately notify Deep Sync of any unauthorized access to or loss of Data that is under Reseller's or Reseller's End User's control. Reseller will indemnify Deep Sync for all third-party claims that result from unauthorized access to or loss of Data that is under Reseller's or Reseller's End User's control.
- e) Reseller 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. Reseller 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. Reseller 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) Reseller 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. Reseller agrees to comply and cause its End Users 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. Reseller 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. Reseller 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 Reseller. Further, Reseller agrees

that it will fully indemnify Deep Sync for any claims, actions, damages, fees or costs related to any breach or violation by Reseller or its End Users of any of the acts, regulations or guidelines set forth in this Section 6.

- g) Reseller understands and warrants that it and its End Users 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) Reseller hereby certifies that it and its End Users 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**: Reseller 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 Reseller agrees that neither it nor its End Users shall have any recourse against Deep Sync in the event that the scrubbing services provided to Reseller are unsatisfactory, inaccurate or incomplete.
- j) **RESIDENT OCCUPANT Orders**: Reseller acknowledges and shall inform its End Users 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 Reseller agrees that it shall have no recourse against Deep Sync in the event that the services and data provided to Reseller are unsatisfactory, inaccurate or incomplete. Reseller 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. Reseller agrees that no RESIDENT OCCUPANT list or other data will be copied, duplicated, transferred, disclosed or retained after the permitted one-time rental use. Reseller is prohibited from and shall provide in all of its Customer Agreements that the Customers are 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, Reseller shall not provide to its End Users or any other party, all or substantially all of the RESIDENT OCCUPANT Data.
- k) **ACXIOM Orders**: Reseller acknowledges and shall inform its End Users 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 Reseller agrees that neither it nor its End Users shall have any recourse against Deep Sync in the event that the services or data provided to Reseller are unsatisfactory, inaccurate or incomplete. Reseller further acknowledges that any ACXIOM list or other data is for one-time rental use only. Reseller 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. Reseller acknowledges and agrees that any such data or lists shall at all times remain the intellectual property of ACXIOM, and that neither Reseller nor its End Users 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 Reseller 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. Reseller agrees, for any prospecting use of the Data not involving Reseller’s house files, which include a designation that an individual consumer has opted out of receiving marketing solicitations, to honor such election and cause its End Users to honor such election. In the event that Reseller or its End Users do not honor such election, Deep Sync may terminate this Agreement and any licenses hereunder

immediately and without further liability to Reseller or any other party, and Reseller 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.

- 7) **Move Update Standards:** Reseller hereby represents, warrants and agrees that it and its End Users 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 Reseller or its End User files which can be used for unlimited usage within a twelve (12) month period without limitation. Reseller and its End User understand and agree 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. Reseller 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 Reseller, End User, and/or mailer or any person or firm retained by the Reseller or its End User and/or 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 Reseller or its End User 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 Reseller, its End User, and/or mailer has paid all parties involved, full rental fees for each mailing occurrence.

Deep Sync represents and warrants that any prospect email addresses, or email addresses appended to a data file used in the performance of the Services has 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 Reseller or its End User, 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 Reseller or its End Users message and manage opt outs of email deployments on behalf of Reseller. Reseller and/or its End User understand and agree that Deep Sync shall not be held liable for delivery or blocking issues; no "make-goods", re-blasts, credits or refunds will be issued.

RESELLER ACKNOWLEDGES AND UNDERSTANDS AND SHALL INFORM ITS END USER 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 ITS CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED BREACH OF THIS AGREEMENT.

Retention of Email Deployment: If Reseller or its End User are deploying an email marketing list not purchased from Deep Sync; Reseller and/or its End User represent and warrant that the list contains fully verified and opted in information in compliance with Data Protection Laws. If the list is supplied to Reseller from their End User, Reseller 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, Reseller or its End User shall fully disclose all terms and conditions of each and every email marketing list. Reseller and or its End User understand and agree not to provide or market to emails of Canadian origin in compliance with Canada's Anti-Spam Legislation of 2014 (CASL), unless Reseller and or End User can provide proof of expressed consent from these email subscribers prior to sending the commercial email. Reseller or its End User therefore agree 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 Reseller 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) Reseller acknowledges it is obligated to inform Reseller’s End Users of the risk that the Data provided by Deep Sync and its third- party vendors will contain a degree of error. RESELLER 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, Reseller agrees that it is responsible for determining that the Data is sufficiently accurate for Reseller's and its End User’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. Reseller 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, e-postal, 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) RESELLER ACKNOWLEDGES THAT THE DATA IS NOT THE PRODUCT OF AN INDEPENDENT COMPILATION OR INVESTIGATION PROMPTED BY OR ON BEHALF OF RESELLER BUT IS UPDATED AND REVISED INDEPENDENTLY ON A PERIODIC BASIS. RESELLER 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 ASSUME THAT RISK, IN ANY MANNER OR PROPORTION WHATSOEVER. RESELLER THEREFORE AGREES THAT IT OR RESELLER’S END USERS WILL NOT 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, RESELLER 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 RESELLER, ANY END USER OR OTHER CLIENT OF RESELLER, 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 RESELLER THE AMOUNT PAID FOR THE DATA. IN NO EVENT SHALL DEEP SYNC’S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO Deep Sync BY RESELLER 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, Reseller 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 Reseller in this Agreement or any applicable addendum, or arising out of any violation of law by Reseller or its End Users or out of third-party claims stemming from any act or omission by Reseller or End Users in connection with this Agreement or any applicable addendum. Deep Sync will give Reseller prompt notice of any claim or action alleging facts which, if true, would constitute a breach of any of Reseller’s obligations under this Agreement or applicable addendum. This obligation of indemnity shall survive the termination or expiration of this Agreement.

- 11) **Approval of Reseller or End User Materials:** Deep Sync reserves the right to require Reseller to obtain Deep Sync's advance approval of any material which Reseller or an End User proposes to mail or distribute and Reseller acknowledges that it may not distribute the Data to any third-party without the prior written approval of Deep Sync, to be given or denied in its sole unfettered discretion.
- 12) **Reseller Responsibilities:** Upon receipt, Reseller shall inspect the Data for compliance with Reseller'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 production costs of any Reseller or its End User's materials.
- 13) **End User Certification, Requirements and Restrictions:**
 - a) As a condition to this license grant, Reseller agrees to obtain the necessary authorizations and agreements from End Users to ensure End User's use of the Data is in accordance with the terms of this Agreement. Reseller is expected to require a separate executed agreement for such terms; Deep Sync reserves the right to enforce such agreement directly with the End User. Deep Sync's Click Through License can be found online at www.acculeads.com or may be requested from Deep Sync by Reseller and embed in the Data to be licensed to an End User. No distribution or license of the Data by Reseller shall be made except pursuant to the terms of this Agreement or, if applicable, the Click Through License or other form of license necessary to access the Data. Reseller agrees that it will bind its End Users the terms of this Agreement, or such click-through or another license.
 - b) Reseller shall ensure that every copy of the Data bears such legends or restrictive notices as Deep Sync may require to protect its intellectual property rights to the Data. Reseller shall promptly notify Deep Sync if Reseller becomes aware of any illegal or unauthorized use or copying of the Data. Reseller will reasonably assist Deep Sync in taking all steps Deep Sync, in its sole discretion, believes to be necessary to defend Deep Sync's rights in the Data.
 - c) Reseller shall be directly and solely responsible for any assistance needed by End Users with respect to the Data.
 - d) Reseller shall be solely responsible for the billing and collecting of all license fees from its End Users. Within fifteen (15) business days of the receipt of written demand from Deep Sync, Reseller shall (a) deliver a report to Deep Sync, in writing, indicating the Data licensed or otherwise provided to End Users. Reseller shall maintain accurate books and records in connection with activity under this Agreement for the term of this Agreement and for two (2) years thereafter. Such records shall include copies of all executed sale agreements. Deep Sync, or its representative, may audit the relevant books and records of Reseller during the term of this Agreement and for two (2) years thereafter to ensure compliance with the terms of this Agreement. Any such audit shall be conducted during regular business hours at Reseller's offices and shall not unreasonably interfere with Reseller's business activities.
 - e) Reseller shall not solicit customers of Deep Sync, existing as of the Effective Date, for a period of three (3) years following the termination or expiration of this Agreement. End Users originated or first engaged by Reseller prior to or during the term of this Agreement shall be excluded from Reseller's agreement not to solicit above.
 - f) The Data licensed hereunder is not transferable without prior written approval of Deep Sync; Reseller may not transfer the Data to any third-party or another End User upon termination of the previous End User's use of the Data.
 - g) Reseller and End Users are prohibited from making any modifications, enhancements or adaptations to the Data; Reseller and any End User shall not reverse engineer, decompile or disassemble the Data, nor create any derivative works based on the Data or embed the Data in any other product, unless expressly permitted in a separate writing signed by the parties hereto.
- 14) **Compliance with Law:** To the extent that data protection laws ("Data Protection Laws"), including without limitation, those detailed in Sections 6(f), 8(b) 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 Reseller 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.

- 15) **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.
- 16) **Assignment:** This Agreement is personal to Reseller 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 Reseller'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.
- 17) **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.
- 18) **Advertising and Promotions:** Reseller 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.
- 19) **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 Reseller. We encourage you to periodically review this page for the latest information on our privacy practices.
- 20) **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.
- 21) **Severability:** If any provision of this Agreement or applicable addendum is held invalid or unenforceable after hearing or proceedings before an independent tribunal, such provision shall be deemed deleted from this Agreement or applicable addendum and the remaining provisions of this Agreement or 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 or any applicable addendum 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.
- 22) **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.
- 23) **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.

~ Signature page to follow ~



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: _____