



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is between Vendr, Inc., a Delaware corporation with its principal place of business located at 501 Boylston Street, 10th Floor, Boston, MA 02116 (“**Vendr**”) and the entity listed below (“**Client**”) and is effective as of the date last signed by the parties (the “**Effective Date**”). The parties hereby agree as follows:

1. SERVICES

- 1.1. Platform and Services.** Subject to the terms and conditions of this Agreement, Vendr shall provide Client with access to a proprietary software-as-a-service application (“**Platform**”) that allows Client’s authorized employees and contractors (“**Users**”) to access certain features and functionality through a web interface on Vendr’s website. Additionally, Vendr may provide Client with certain professional services with respect to Client’s technology vendor contracts (the “**Professional Services**” and together with the Platform, the “**Services**”). All Services applicable to Client will be mutually agreed to and set forth in one or more mutually executed order forms (each, an “**Order**”). The first Order between the parties is attached as **Exhibit A**. In the event Client purchases Professional Services, Client acknowledges and agrees that Vendr shall have sole discretion in staffing the Professional Services and Vendr shall remain liable for all acts and omissions of such staffers.
- 1.2. Platform License; Platform Modification; Client Content.** Subject to the terms and conditions of this Agreement, Vendr grants Client and its Users a limited, revocable, non-exclusive license to access and use the Platform during the Term (as defined below) for its business purposes. Vendr reserves the right to modify the Platform at any time, provided that such modification does not materially adversely impact the overall Services provided by Vendr to Client. Client will provide Vendr with certain content relating to its internal technology stack, and its supplier contracts, including without limitation products and services purchased and associated pricing, whether or not such content is provided to Vendr directly through the Platform (“**Content**”). If Client provides Vendr with Content, Client grants Vendr a limited, non-exclusive right and license to access and use the Content during the Term solely as necessary to provide the Services and to fulfill its obligations under this Agreement. Notwithstanding anything to the contrary, Client agrees that Vendr has the right to use any data and information provided or made available to it by or on behalf of Client, or learned by Vendr, in connection with this Agreement to create de-identified statistical information and analyses, including as aggregated with information and data of Vendr’s other customers (collectively, “**Analyses**”), and to use and disclose Analyses for Vendr’s lawful business purposes, including to provide the Services to Client and to improve and provide Vendr’s services generally. Vendr shall exclusively own all Analyses, which are the Confidential Information of Vendr.
- 1.3. Platform Restrictions; Monitoring.** Client shall (a) be responsible for its Users’ compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Vendr promptly of any such unauthorized access or use, and (c) use the Platform only in accordance with the documentation made available by Vendr and with applicable laws and government regulations. Additionally, Client shall not: (i) make the Platform available to anyone other than Users; (ii) sell, resell, rent or lease the Platform; (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Platform to store or transmit viruses or malicious code; (v) interfere with or disrupt the integrity or performance of the Platform; (vi) attempt to gain unauthorized access to the Platform or any related systems, software or networks (vii) or de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce the Platform to human-readable form or attempt to access the source code of the Platform; or (viii) use or view the Platform to create a product or service that is competitive with the Platform (The preceding (i) – (viii) collectively, the “**Restrictions**”). Vendr shall have the right (but not the obligation) to monitor Client’s and Users’ use of the Platform to confirm Client’s Users’ compliance with the terms of this Agreement, it being understood that such monitoring shall not require any additional information or efforts by Client and shall not interfere with Client’s use of the Platform.
- 1.4. Ownership.** Vendr owns all right, title, and interest in and to Platform and all Services. In the event Client provides Vendr with any feedback or suggestions related to the Services (“**Feedback**”), Client grants Vendr a royalty-free, fully-paid-up, perpetual, irrevocable right and license to use Feedback for any lawful purposes, including without limitation incorporating Feedback into the Services. Any Feedback is provided for “as is.”



No rights are granted to Client hereunder other than as expressly set forth herein. Additionally, Client owns all Content. No rights to the Content are granted to Vendr hereunder other than as expressly set forth herein.

- 1.5. **Client Responsibilities; Other Service Providers.** Client shall (a) designate at least one (1) employee with knowledge of Client's business as its primary contact to be available for communication with Vendr in providing the Services, (b) provide Vendr with accurate and complete information and timely decisions and approvals, upon which Vendr will be entitled to rely, and (c) provide Vendr with such assistance and access as Vendr may reasonably request, including by making available to Vendr, at no charge, all personnel, information, and services reasonably required by Vendr for the performance of the Services.
- 1.6. **Fees.** Client shall pay Vendr for the Services in accordance with each Order ("**Fees**"). Unless otherwise agreed to in a Order, (a) all Fees are due within the number of days specified in the "Payment Terms" in the Order Form from the Effective Date, (b) Fees are quoted and payable in United States dollars, (c) payment obligations are non-cancelable and all Fees are nonrefundable in all respects except as otherwise provided for in this Agreement, and (d) Client shall reimburse Vendr for all reasonable expenses incurred in accordance with any Order, so long as such expenses are preapproved by Client in writing. The Fees exclude, and Client will be solely responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on Vendr's income). In the event Client is subject to withholding taxes, Client shall gross up its payment to Vendr such that Vendr receives the full amount listed in the applicable invoice. In the event any Fees are subject to a good faith dispute by Client, Client shall notify Vendr in writing within thirty (30) days of Client's receipt of the invoice in dispute, and pay all Fees not subject to such dispute pending the outcome of the dispute resolution. If any Fees not subject to a good faith dispute are ten (10) days or more overdue, Vendr may, without limiting its other rights and remedies, suspend the Services until all amounts owing are paid in full.

2. REPRESENTATIONS AND WARRANTIES.

- 2.1. **Mutual Representations and Warranties.** Each party represents and warrants that: (a) it is an entity in good standing in the jurisdiction in which it is registered; (b) it has full right, power, and authority to enter into this Agreement and to bind itself to the terms and conditions herein, and that it is not a party to any other agreement that conflicts with its ability to enter into this Agreement; and (c) it will comply with all applicable federal, state, and local laws and regulations in respect to its performance of its obligations hereunder.
- 2.2. **Vendr Representations and Warranties.** Vendr further represents and warrants that: (a) the Professional Services will be provided in a professional and workmanlike manner using personnel with the appropriate knowledge and skills; and (b) the Platform and its functionality will not be materially degraded during the Term. During the Term, Vendr shall maintain commercially reasonable administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration of Content or Client Confidential Information while within Vendr's custody or control.
- 2.3. **WARRANTY DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS", AND, TO THE EXTENT LEGALLY PERMISSIBLE, VENDR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE. FURTHER, VENDR MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

3. **TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and continue for as long as there is at least one active Order, unless earlier terminated as provided herein (the "**Term**"). Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days following written notice to the breaching party. Upon termination of this Agreement: (a) Client shall promptly pay Vendr for all Services rendered prior to termination in accordance with the payment terms set forth herein (or Vendr shall provide a pro-rata refund of any prepaid unused fees as of the termination date), (b) Client must immediately cease to access the Platform, and (c) each party shall, within thirty (30) days of expiration or termination, return or destroy all of



the other party's Confidential Information then in its possession. Sections 1.2, 1.4, 1.6, and 3-7 will survive the termination of this Agreement.

4. **CONFIDENTIALITY.** From time to time during the Term, either party (as the “**Discloser**”) may disclose or make available to the other party (as the “**Recipient**”), including, without limitation, the terms of this Agreement, information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information that may be made known to Recipient and that Discloser has received from others that Discloser is obligated to treat as confidential or proprietary, whether orally or in written, electronic or other form or media, that is marked confidential or proprietary or should otherwise be understood to be confidential in light of the nature of the information and circumstances of its disclosure (collectively, “**Confidential Information**”). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence by the Recipient: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Recipient or any of its employees, contractors or agents; (b) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Recipient or its employees, contractors or agents before being disclosed by or on behalf of the Discloser; or (d) was or is independently developed by the Recipient without reference to or use, in whole or in part, of any of the Discloser's Confidential Information. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Recipient's employees, contractors and agents who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Recipient shall be responsible for any breach of this Section caused by any of its employees, contractors or agents. At any time during or after the Term, at the Discloser's written request, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic or other form or media, of the Discloser's Confidential Information, or, at the Recipient's election, destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Discloser may seek equitable relief (including injunctive relief) against the Recipient to prevent the breach or threatened breach of this Section and to secure its enforcement. In the event the Recipient is required to disclose the Discloser's Confidential Information under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, then the Recipient may disclose such Confidential Information, so long as the Recipient gives reasonable advance notice to the Discloser in advance of such disclosure, if not prohibited by applicable law, seeks confidential treatment of such information from the entity to which the disclosure is made, and discloses only that information which is legally required to be disclosed.

Vendr shall maintain, use and process any Content or Client data in compliance with its Data Processing Addendum available at <https://www.vendr.com/data-processing-addendum>.

5. INDEMNIFICATION.

- 5.1. **Vendr Indemnification.** Vendr shall indemnify, defend, and hold harmless Client and its Affiliates, and the respective officers, directors, employees, and agents of the foregoing entities from and against any third party action, claim, suit, demand, or cause of action (“**Claim**”) brought against Client to the extent that the Claim is based upon: (a) an allegation that the Platform, when used by Client as permitted hereunder, infringes any third party U.S. patent, copyright, trademark or trade secret; or (b) Vendr's alleged gross negligence or willful misconduct. In the event the Platform is enjoined, or in Vendr's reasonable opinion is likely to be enjoined, Vendr shall do one of the following, in its discretion: (i) procure for Client the right to continue using the Platform, (ii) modify or replace the Platform such that it is non-infringing but functionally equivalent, or (iii) terminate the applicable Order and provide to Client a prorated refund of any prepaid, unused Fees as of the termination date. The foregoing states Client's exclusive remedy and Vendr's sole liability with respect to an infringement Claim under Section 5.1(a) herein. For purposes of Sections 5.1 and 7.1, “**Affiliate**” shall mean an entity controlled by, controlling, or under common control with a party. All obligations contained in this



Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

- 5.2. Client Indemnification.** Client shall indemnify, defend, and hold harmless Vendr and its Affiliates, and the respective officers, directors, employees, and agents of the foregoing entities from any Claim brought against Vendr to the extent the Claim is based upon (a) Client’s use of the Platform in violation of this Agreement; (b) an allegation that Content, when used by Vendr as permitted hereunder, infringes any third party U.S. patent, copyright, trademark or trade secret, or (c) Client’s alleged gross negligence or willful misconduct.
- 5.3. Indemnification Procedure.** The obligations provided in this Section 5 are conditioned on the party seeking indemnity (“**Indemnified Party**”) (a) providing prompt written notice of the Claim to the party from whom indemnification is sought (“**Indemnifying Party**”), (b) providing the Indemnifying Party sole control of the defense and settlement of the Claim including selection of counsel (it being understood that the Indemnifying Party shall not settle any Claim where such settlement attributes culpability to the Indemnified Party or imposes any liability upon the Indemnified Party, without the Indemnified Party’s prior written consent), and (c) providing the Indemnifying Party all reasonable assistance requested by the Indemnifying Party, at the Indemnifying Party’s expense. The Indemnified Party may participate in the defense of the Claim at its own expense.
- 6. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. EXCEPT WITH RESPECT TO A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR CLIENT’S BREACH OF THE RESTRICTIONS IN SECTION 1.3 IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. THE FOREGOING SHALL NOT LIMIT CLIENT’S UNDISPUTED PAYMENT OBLIGATIONS UNDER ANY ORDER.
- 7. GENERAL PROVISIONS.**

 - 7.1. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that either party may assign this Agreement to an Affiliate, or in connection with the reorganization, or merger or sale of all or substantially all of its assets and/or stock. Any attempted assignment or delegation in violation of this Section will be null, void and of no effect.
 - 7.2. Notices.** Any notice required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally; delivered by reputable overnight courier; mailed by first-class, registered or certified U.S. mail, postage prepaid to the address in the signature block; or by email: (i) in the case of Client receiving notice, to the finance email in the applicable Order; and (ii) in the case of Vendr receiving notice, to legal@vendr.com.
 - 7.3. Publicity.** Vendr may use Client’s name and logo in its marketing materials and customers lists, on its website, and disclose that Client is a client of Vendr. Any other uses of Client’s name or logo require Client’s prior written consent in each instance, such consent not to be unreasonably withheld, conditioned or delayed.
 - 7.4. Miscellaneous.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Neither party will be liable to the other for any failure or delay in the performance of such party’s non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics,



communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is governed by and construed under the laws of the Commonwealth of Massachusetts, without regarding to its conflict of laws principles. Any claim, suit, controversy, or cause of action arising under or relating to this Agreement shall be brought in the state or federal courts located in Suffolk County, Massachusetts, and the parties agree to the exclusive personal jurisdiction of such courts. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.** Any waivers hereunder or amendments to this Agreement shall be effective only if made in writing and signed by a representative of each party authorized to bind such party. This Agreement, along with any Order(s), constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral. The relationship between the Parties is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. This Agreement may be executed by electronic means and in counterparts, which taken together shall form one legal instrument. For purposes of this Agreement the word “including” and correlative terms means inclusion without limitation.