

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“MSA”) GOVERNS INDUSTRY DIVE’S PROVISION OF CERTAIN DIGITAL ADVERTISING PACKAGES AND RELATED CONTENT SERVICES, (COLLECTIVELY, THE “SERVICES”) AND CLIENT’S USE THEREOF, AS SET FORTH IN THE APPLICABLE INSERTION ORDER OR ORDER FORM (“ORDER”) EXECUTED BETWEEN INDUSTRY DIVE, INC. (“INDUSTRY DIVE”) AND THE ENTITY PLACING AN ORDER FOR THE SERVICES (“CLIENT”). BY EXECUTING AN ORDER THAT INCORPORATES THIS MSA BY REFERENCE, THE PARTIES AGREE TO THE TERMS OF THIS MSA. THE MSA AND ANY APPLICABLE ORDER(S) TOGETHER CONSTITUTE THE “AGREEMENT.” IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS MSA AND THE TERMS OF ANY ORDER, THE TERMS AND CONDITIONS OF THIS MSA SHALL CONTROL UNLESS AN ORDER EXPRESSLY OVERRULES A SPECIFIED SECTION OF THIS MSA IN WHICH CASE THE EXCEPTION APPLIES SOLELY TO THAT ORDER. INDUSTRY DIVE AND CLIENT MAY BE REFERRED TO IN THIS MSA INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS THE “PARTIES”. CAPITALIZED TERMS USED BUT NOT OTHERWISE DEFINED ELSEWHERE IN MSA WILL HAVE THE MEANING SET FORTH IN SECTION 10 HEREIN.

1. **Fees; Late Payments.**

(a) *Fees & Expenses.* As consideration for the Services to be performed by Industry Dive hereunder, Client shall pay Industry Dive fees in the amounts and according to the payment schedule set forth in each applicable Order and/or related Statement of Work. Except as may be expressly provided in the Agreement, a specific Order or Statement of Work, all payment obligations are non-cancelable, and all fees once paid are non-refundable. All fees are based on the Services purchased and not based on usage thereof. Unused fees or Services do not rollover after the expiration of the Term of the applicable Order or related Statement of Work.

(b) *Late Payments; Taxes.* Industry Dive may suspend performance of the Services until all past due amounts and interest thereon have been paid. Client shall be responsible for and shall pay in a timely manner (i) all federal, state, or local taxes, where applicable, based on or arising from the Agreement (other than taxes based on Industry Dive’s income), and (ii) all out-of-pocket costs incurred by Industry Dive in collecting any past-due payments, including, without limitation, reasonable attorneys’ fees and costs.

(c) *Invoice Disputes.* Client shall notify Industry Dive in writing of any invoice it disputes in good faith (along with a reasonably detailed description of such dispute) within ten (10) days from Client’s receipt of such invoice. Client will be deemed to have accepted all invoices for which Industry Dive does not receive, within such ten (10) day period, notification of a good faith dispute. The Parties shall seek to resolve any invoice dispute expeditiously and in good faith.

2. **Client Responsibilities.** In connection with Industry Dive’s provision of the Services, Client shall: (i) reasonably cooperate with Industry Dive in all matters relating to its performance of the Services; (ii) as applicable, timely deliver the Client Content (as defined in Section 10 below) in the format required without further preparation or alteration; (iii) as applicable, secure all rights, licenses and approvals necessary to grant Industry Dive access to or use of any personally identifiable information or any other third party data, software or other technology reasonably necessary for Industry Dive’s performance of the Services, (iv) provide and secure signatures on any Client-required releases for staffing or other subject matter, including the legal rights to use an individual’s name and likeness should Client require same (it being agreed that Industry Dive shall assist by soliciting signatures on such release forms for interview subjects), and (v) provide all requisite Client brand specific guidelines, regulatory and/or legal requirements, technical standards, including ADA-compliance to Industry Dive in advance of commissioning content. Should written guidelines or standards not be provided by Client, Industry Dive bears no responsibility or liability for adherence to standards other than its own or non-compliance of such. For the avoidance of doubt, Client shall bear all costs associated with implementation of Client originated written guidelines or standards in the creation of content.

3. **Term and Termination.**

(a) *Term and Termination.* The Agreement shall commence as of the effective date set forth in the applicable Order (“Effective Date”) and shall continue in full force and effect thereafter until terminated in accordance with this **Section 3(a)** (the “Term”). This MSA may be terminated by either Party upon 30 days’ prior written notice in the event there are no outstanding Orders (*i.e.*, all work under all Orders has been finally completed, accepted, and paid for by Client and all Orders have otherwise expired or been terminated in accordance with their terms). Additionally,

this MSA or any Order may be terminated by either Party if the other Party: (i) materially breaches any of the terms or conditions of this MSA or an Order and such breach is either not capable of cure or, if capable of cure, is not cured within 30 days after notice of breach or (ii) becomes insolvent or involved in any bankruptcy or insolvency proceeding relating to its insolvency. Any termination of this MSA under items (i) and (ii) above shall automatically terminate all Orders. The foregoing termination rights are in addition to, and not in lieu of, Industry Dive's right (in its sole discretion) to suspend performance of its Services, without any liability to Client, until any failure to pay fees or other material breach is cured, and Client shall remain responsible for all existing and continuing obligations (including the payment of fees) during such period.

(b) *Effect of Termination.* Upon the termination of this MSA or any Order, Client shall, without limiting any other rights or remedies that Industry Dive may be entitled to, immediately pay to Industry Dive all fees and/or other amounts that accrued prior to the date of such termination. Additionally, upon termination of this MSA or any Order by Industry Dive as a result of Client's breach, all rights, licenses, and authorizations granted by Industry Dive to Client hereunder will immediately terminate. *On the effective date of cancellation or termination for any reason under this Agreement, Client must erase or destroy any Licensed Content accessed or displayed on Client's Approved Client Property(ies).*¹ Notwithstanding anything in the Agreement to the contrary, this Section 3(b) and Sections 4, 6, 7, 8 and 9 of this MSA shall survive the termination of the Agreement for any reason.

4. **Ownership and Proprietary Rights**

(a) *Client Content.* As between Industry Dive and Client, Client is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all data, materials and other content provided by Client to Industry Dive in connection with the Services (collectively, the "Client Content"), subject only to the rights Client grants to Industry Dive herein. Client hereby grants Industry Dive, during the Term hereof, a fully paid-up, royalty-free, worldwide, nonexclusive, non-transferable (except as provided in **Section 11(g)**) right and license to use, copy, modify, create derivative works of, distribute and display the Client Content solely as necessary for Industry Dive's performance of the Services.

(b) *Original Content.* If applicable, Industry Dive shall work with Client to create branded content marketing deliverable(s) ("Original Content") as further described in the applicable Order. Ownership of such Original Content shall be as described in the Order.

(c) *Licensed Content.* ***If Client purchases DiveMarketplace or DiveMarketplace Content Select the following terms and conditions of this Section 4(c) shall apply.*** Industry Dive hereby grants to Client and its Affiliates, on the terms and conditions set forth herein, a limited, revocable, non-exclusive, non-assignable, non-sublicensable right and license to use the Licensed Content on the Approved Client Property(ies) for Editorial Purposes during the Term. All Licensed Content provided under this Agreement may only be published via the Approved Client Property(ies) as listed on the Order. Client may conduct secondary distribution of such content via social media channels and newsletters solely owned or operated by Client; provided that such distribution (1) only includes a subset of an article in each instance versus full text, and (2) links back to the original Approved Client Property(ies). Nothing in this Agreement shall confer upon Client any right of ownership in the Licensed Content. All rights not expressly granted to Client in this Agreement are reserved by Industry Dive. Client agrees that:

- i. Client shall not provide access to the Licensed Content to anyone outside permissioned employees, agents and/or contractors, and shall protect the Licensed Content from unauthorized access, modification or distribution;
- ii. Client may only publish the full text of each piece of Licensed Content and may not modify same, except as authorized under Section 4(c)(1) above.
- iii. Client may add its own introduction or conclusion to the Licensed Content but may not otherwise revise the Licensed Content.
- iv. Client shall choose what Licensed Content it publishes on Approved Client Properties.
- v. Client may not place Licensed Content within a product advertisement.
- vi. Client must maintain any publisher attribution, related byline(s), copyright notice, footnote or disclaimer included in the Licensed Content and may not alter same.
- vii. Client will only use Content Licensor logos by seeking written permission from Industry Dive on a case-by-case basis.
- viii. Client must maintain a link back to the original article if the Content Licensor has included such link.
- ix. Client will not state or lead a reader to believe that Client wrote or sponsored the Licensed Content.

¹ The italicized portion of Section 3(b) only applies to Clients purchasing Licensed Content as described in Section 4(c).

- x. In the event that Industry Dive can no longer provide access to a portion of the Licensed Content as defined in Client's Content Services Order Form, Industry Dive will make a good faith effort to replace such Licensed Content with substantially similar Licensed Content within ninety (90) days. For the avoidance of doubt, the foregoing replacement and/or removal of a portion of Licensed Content from the Services shall not constitute a failure to perform the Services.
- xi. Within twenty-four (24) hours of receipt of written notice from Industry Dive, Client will remove from Client's Approved Client Property(ies) and related social media channels any Licensed Content that Industry Dive asks Client to remove;
- xii. Unless otherwise agreed to by the Parties in writing, Client shall not store (beyond the Term), modify (except for the RF images), copy, redistribute, sell, re-sell, lease, assign or create derivative works from the Licensed Content;
- xiii. Client shall use the canonical link(s) provided by the Content Licensors, and with respect to Licensed Content from the Chicago Tribune and LA Times, Client shall insert the following HTML meta tag in the portion and must cause all Industry Dive Users to use the tag for all web-based distribution: `<meta name="robots" content="noindex">`
- xiv. If Client purchases Curation Services, it shall confirm all article selections in writing to Industry Dive to facilitate Industry Dive's royalty payments to Content Licensors.
 - i. Client further acknowledges that:
 - a. Associated Press content must not be displayed more than thirty (30) days from receipt.
 - b. U.S. Newspaper Package and Reuters content must not be displayed more than ninety (90) days from receipt.
 - c. DPA content must not be displayed more than one hundred twenty (120) days from receipt.
 - d. Chicago Tribune and LA Times: Client shall insert the following HTML meta tag in the Licensed Content and use the tag for all web-based distribution: `<meta name="robots" content="noindex">`
 - e. All Licensed Content must contain a canonical tag in the source code pointing to the original Licensed Content source, in as much as such tags are included in the Licensed Content.
 - f. With respect to the subset of Getty Images' royalty-free images that form a part of the Licensed Content (the "RF Images"), Client may only make one (1) contextual use of each RF image per download – for any new use, Client must re-license the image. Client may make modifications to the RF images, but may not remove any metadata and, if technically feasible, Client shall disable the "right-click" function in all RF images. Client may not knowingly use the RF Images:
 - i. For pornographic, defamatory, or other unlawful purposes;
 - ii. In electronic templates used to create electronic or printed products;
 - iii. In physical or digital retail products, such as e-cards, calendars, posters, or screensavers.
 - iv. For the purpose of enabling file-sharing of the image file;
 - v. In logos, trademarks, service marks or any other branding or identifiers;
 - vi. or in connection with a sensitive, unflattering, or controversial subject, unless Client includes a statement (as a text overlay on the image) that the RF image is used for illustrative purposes only and the individual is a model.
 - g. With respect to Adobe, in addition to the restrictions above, Client shall not knowingly use Adobe:
 - i. in such a manner that knowingly infringes upon any third party's trademark or intellectual property rights;
 - ii. in a way that places any person depicted in the Image in a bad light or in a way that they may find offensive - this includes, but is not limited to the use of images that depict a recognizable person;
 - iii. in "adult oriented" products;
 - iv. in products related to or promoting tobacco or drug use;
 - v. in products related to or promoting politicians, political ideologies or positions;
 - vi. and/or in merchandise relating to pharmaceutical, healthcare, herbal or medical products, or the use thereof.

c) *Industry Dive Proprietary Property*. Industry Dive is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all Industry Dive Proprietary Property. To the extent Industry Dive develops corrections, improvements, derivative works or software relating to the Industry Dive Proprietary Property based upon ideas, suggestions or joint contributions submitted by Client to Industry Dive or otherwise observed by Industry Dive in its dealings with Client ("Contributions"), Client hereby irrevocably assigns its rights to such Contributions to Industry Dive, together with all intellectual property rights in or relating thereto. Nothing in this Agreement grants to Client or any third party any license, right, title, or interest in or to any of the Industry Dive Proprietary Property. For

purposes hereof, “Industry Dive Proprietary Property” means all intellectual property rights conceived, developed, or reduced to practice by Industry Dive: (i) prior to the execution of this Agreement, or (ii) after execution of the Agreement to the extent conceived, developed, or reduced to practice by Industry Dive.

5. Marketing Platform (“MP”) *This Section 5 only applies to Clients who are purchasing either (1) Content Marketing Platform (“CMP”) or (2) DiveMarketplace app (“DMP”)*

(a) Client shall not copy and/or distribute the Login Credentials to anyone outside of permitted employees, agents and/or contractors.

(b) In the event Client becomes aware of the Login Credentials being used by a person not authorized to access the Services, or becomes aware of any other breach of security, Client shall take prompt action to remedy such breach and promptly notify Industry Dive in writing thereof.

(c) Client shall not reverse engineer, disassemble, decompile, publicly expose, distribute, or modify the source code underlying the MP.

(d) Client shall not use the Services in a manner that adversely impacts the stability of the MP servers or adversely impacts the behavior of other applications using the MP.

(e) Client shall not use the Services to build or support, or assist a third party in building or supporting, products or services competitive to Industry Dive.

(f) Client shall not perform any penetration testing, load testing, or any other testing on the MP software.

(g) For CMP only, Industry Dive will provide Client with the Analytics Script, which Client must implement on the requisite Approved Client Property(ies). Each article and image provided to Client as part of the Licensed Content will have an embedded Analytics Pixel, which Client must not remove. Industry Dive will use the Analytics Script, the Analytics Pixel, and cookies to track anonymized data on usage of the Licensed Content, measure interest in certain topics, and capture information on page views, unique visitors, browser information, IP address, referrals from paid search, and engagement metrics such as time on site. The foregoing data will be delivered to Client via the MP. For the avoidance of doubt, analytics data shall be tracked only during the Term, shall be anonymized and/or aggregated, and may be used for Industry Dive’s internal business purposes (such as (1) operating, maintaining, improving and providing all features of the Services, 2) understanding and analyzing trends and preferences with respect to the Services, (3) developing new products, services, features and/or functionality and (4) monitoring and analyzing the effectiveness of the Services), but shall not be distributed to any third parties and shall not be associated with Client specifically. Industry Dive shall separately compile statistical information (i.e., page views and unique visitors) with respect to the Licensed Content and shall make such information available to the Content Licensors so that they may track their content’s performance on an aggregated basis (“Licensor Performance Data”); provided, however, such Licensor Performance Data shall not be associated with Client. Industry Dive retains all intellectual property rights in the Licensor Performance Data.

6. Representations, Warranties and Covenants.

(a) *Mutual Representations.* Each Party represents and warrants that: (i) the individual entering into the Agreement on its behalf has been duly authorized to do so; (ii) it has full and complete authority and right to enter into the Agreement and to perform its obligations hereunder; (iii) it is not under any obligation of a contractual or other nature to any third party conflicts with the Agreement or that would reasonably be expected to prevent or impair in any way the performance of its obligations hereunder, and no approval or other action by any third party is required in connection herewith, and (iv) it shall perform its obligations in compliance with all applicable laws, rules and regulations.

(b) *Client Representations.* Client represents, warrants, and covenants to Industry Dive that:

i. at the time of Industry Dive’s dissemination of any Client Content, all statements and claims made in such Client Content will (1) be supported by competent and reliable prior substantiation in accordance with all applicable laws, and (2) comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection;

ii. nothing in the Client Content will (1) violate any criminal law, (2) advocate any illegal activity, or (3) be defamatory, libelous, slanderous, or otherwise unlawful;

iii. Client has and will retain all rights, licenses, and clearances necessary to lawfully use, and to provide to and authorize Industry Dive to use, the Client Content and all information contained therein, including but not limited to any personal information, health-related data, software or other third-party materials;

iv. Client shall be solely responsible for the accuracy, integrity, legality and appropriateness of any Client Content provided to Industry Dive by or on behalf of Client for use in performance of the Services, including by

ensuring that the use of any personal information as contemplated hereunder complies with Client's own privacy policy;

v. to the extent that the Client Content is delivered to Industry Dive in electronic form, it will not knowingly contain any viruses or other devices capable of disabling or interfering with any computer systems or software; and

vi. Client shall use any advertising space provided by Industry Dive solely for its own benefit and not for the placement of any third-party advertising.

(c) *Industry Dive Representations*. Industry Dive represents, warrants, and covenants to Client that:

i. Industry Dive shall not and shall not grant to any third party the right to republish or otherwise reuse, edit, modify, or create any derivative works of the Client Content in any manners that are not required to fulfill Industry Dive's obligations under the Agreement;

ii. Industry Dive shall perform the Services in a timely, professional, and workmanlike manner;

iii. Industry Dive has and will retain, as applicable, all rights, licenses, and clearances necessary to lawfully provide the Services, including but not limited to rights in the Licensed Content;

iv. Industry Dive shall maintain reasonable and appropriate technical, organizational and security measures to protect the confidentiality of Client's Confidential Information; and

v. Industry Dive shall not and shall not grant to any third party the right to modify or remove Client's name, logo and trademarks included in the Client Content.

(d) *Right to Reject Client Content*. Without limiting the foregoing, Industry Dive reserves the right to reject any Client Content for any reason (including, but not limited to, Industry Dive's belief that the Client Content conflicts with Industry Dive policies, competes with Industry Dive's products or services, is false or misleading, may degrade the graphic quality of Industry Dive's website(s), or may subject Industry Dive to criminal or civil liability).

(e) THE WARRANTIES IN THIS **SECTION 6** ARE INDUSTRY DIVE'S SOLE AND EXCLUSIVE WARRANTIES CONCERNING THE SERVICES, AND INDUSTRY DIVE ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS AND THEIR THIRD-PARTY PROVIDERS (COLLECTIVELY, THE "**INDUSTRY DIVE PARTIES**") DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, DATA LOSS OR NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. INDUSTRY DIVE PARTIES MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT, INCLUDING WITH RESPECT TO USAGE, STATISTICS, OR LEVELS OF IMPRESSIONS FOR ANY ADVERTISING. *INDUSTRY DIVE PARTIES DO NOT REPRESENT OR WARRANT THAT THE LICENSED CONTENT IS FREE OF DEFECTS, ERRORS, VIRUSES, BUGS, THEFT, DESTRUCTION, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. CLIENT ACKNOWLEDGES THAT INDUSTRY DIVE PARTIES DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND ANY THIRD-PARTY PLATFORMS OR SYSTEMS, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH SYSTEMS. INDUSTRY DIVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.*² INDUSTRY DIVE PARTIES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT THE CLIENT'S USE OF THE SERVICES WILL SATISFY OR ENSURE ITS COMPLIANCE WITH ANY LEGAL OBLIGATION OR LAWS OR REGULATIONS.

IN NO CIRCUMSTANCES WILL ANY INDUSTRY DIVE PARTY BE LIABLE FOR ANY ADVERSE CONSEQUENCES RESULTING FROM (a) THE INACCURACY OR INCOMPLETENESS OF INFORMATION MADE AVAILABLE OR GENERATED FROM THE SERVICES OR (b) ANY COMMERCIAL AND/OR OTHER DECISIONS BASED ON OR MADE IN RELIANCE ON THE SERVICES. CLIENT'S USE OF THE SERVICES IS ENTIRELY AT CLIENT'S OWN RISK.

7. **Indemnification**. Client shall indemnify, defend, and hold harmless Industry Dive and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns (each, including Industry Dive, a "Industry

² The italicized portion of Section 6(e) only applies to Clients purchasing DiveMarketplace or DiveMarketplace Content Select

Dive Indemnitee”), from and against any and all third-party claims, demands, actions, losses, damages, liabilities, penalties, taxes, costs and expenses (including attorneys’ fees, settlement costs, arbitration costs and any other reasonable expenses for investigating or defending any action or threatened action) incurred by any of the Indemnitees (collectively “Claims”) arising out of or resulting from (i) any material breach of the Agreement, (ii) Industry Dive’s use of Client Content, (iii) the use or misuse of the Licensed Content by Client, (iv) any actual or alleged misappropriation, violation, or infringement of any U.S. patent, copyright, trademark, or trade secret, as a direct result of any claim of infringement of any such patent, copyright, trademark or misappropriation of any trade secret by any Client Content provided to Industry Dive under any Order, or (v) the Client’s negligence or willful misconduct, or violations of law.

8. **Confidentiality.** During the Term and for a period of five years thereafter, each receiving Party (each, a “Recipient”) shall hold in strict confidence any proprietary or confidential information (collectively, “Confidential Information”) disclosed to it by the other Party (the “Discloser”) 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 reasonable degree of care, and shall not disclose Discloser’s Confidential Information to any third party nor use the Discloser’s Confidential Information for any purpose except for purposes expressly provided for in the Agreement; provided however, Discloser may disclose Recipient’s Confidential Information, without breach hereof or liability hereunder, when compelled to do so by law, regulation or legal process if it provides, to the extent legally permissible, reasonable prior notice to Discloser and affords Discloser the opportunity to seek a protective order relating to any such disclosure and, provided further, that the Recipient will furnish only that portion of the Confidential Information that it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the remaining Confidential Information. Confidential Information does not include information disclosed by one Party to the other that (i) is or becomes publicly known other than as a result of any act by the Recipient in breach of this Section 8, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser, or (iv) was or is independently developed by the Recipient without reference to or use of, in whole or in part, any of the Discloser’s Confidential Information. Notwithstanding the foregoing, each Party’s confidentiality obligations set forth herein shall survive with respect to the other Party’s Confidential Information that is a trade secret for so long as such Confidential Information continues to be a trade secret under applicable law. Each Party agrees that (y) a breach or threatened breach by such Party of any of its obligations under this **Section 8** would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy, and (z) in the event of a breach or a threatened breach by such Party, the other Party shall be entitled to seek a temporary restraining order, an injunction, specific performance, and any other equitable relief without bond that may be available from a court of competent jurisdiction.

9. **Limitation of Liability.** IN NO EVENT SHALL INDUSTRY DIVE BE LIABLE TO CLIENT OR CLIENT’S AFFILIATES (OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS AND ASSIGNS), AS APPLICABLE, FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID BY CLIENT TO INDUSTRY DIVE UNDER THE AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. UNDER NO CIRCUMSTANCES SHALL INDUSTRY DIVE HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THE AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, DATA, GOODWILL, ANTICIPATED SAVINGS, REVENUE OR BUSINESS OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF INDUSTRY DIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. NO ACTION, CLAIM OR LAWSUIT RELATING TO THIS AGREEMENT MAY BE FILED BY CLIENT LATER THAN ONE (1) YEAR FROM THE DATE OF EXPIRATION OR TERMINATION OF THIS AGREEMENT.

10. **Definitions.**

(a) “Affiliate(s)” means, with respect to each Party, any person which directly or indirectly controls or is controlled by or is under common control with that Party. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at

least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of (i) a Party or (ii) any direct or indirect parent of a Party, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

(b) “Analytics Pixel” means the tracking pixel embedded in the Licensed Content, as defined below.

(c) “Analytics Script” means the JavaScript tracker provided to Client by Industry Dive within the Licensed Content.

(d) “Approved Client Property(ies)” means the digital property(ies) owned and/or operated by Client and approved for display of the Licensed Content as outlined on Client’s Content Services Order.

(e) “Client Content” means all data, materials and other content owned or licensed separately by Client which is provided to Industry Dive by Client.

(f) “Content Licensors” means the third-party licensors that provide the Licensed Content, as defined below.

(g) “Content Marketing Platform” or “CMP” means the proprietary end-to-end content marketing software that allows Industry Dive customers to plan, staff, and execute content marketing campaigns across multiple platforms by displaying Licensed Content from Industry Dive, which Industry Dive receives from Content Licensors.

(h) “Curation Services” means the selection and delivery to Client of the volume of Licensed Content as set forth on Client’s Order.

(i) “Editorial Purposes” means purposes relating to events that are newsworthy or of public interest, and expressly excluding any advertorial purposes.

(j) “Login Credentials” means the unique CMP username/password provided by Industry Dive to Client.

(k) “Licensed Content” means content licensed from Content Licensors by Industry Dive, including RF Images, made available to Client as hosted on the CMP.

(l) “Original Content” means marketing content created specifically for Client by Industry Dive.

(m) “RF Images” means the subset of stock royalty-free images that form a part of the Licensed Content.

(n) “Statement of Work” means the detailed description of Services to be delivered that forms part of each respective Order.

11. **Miscellaneous.**

(a) *Laws & Regulations.* Client will not use the Services in contravention of any laws or regulations, including, but not limited to, intellectual property law and/or privacy laws;

(b) *Non-Exclusivity.* Nothing herein shall create an exclusive arrangement between Industry Dive and Client. This Agreement will not restrict (i) Client from advertising in other publications or media or (ii) Industry Dive from providing advertising space or related services to any third parties, including competitors of Client.

(c) *Non-Circumvention.* Client shall not knowingly circumvent Industry Dive’s business in any way, including, but not limited to, soliciting direct relationships with Industry Dive’s Licensed Content partners.

(d) *Reimbursable Expense Policy (studioID Services only).* Clients will reimburse Industry Dive for reasonable, necessary, and actual airfare, lodging, ground transportation and meal expense incurred in the performance of certain Services as outlined in individual Order Forms and related Statements of Work. Industry Dive shall obtain prior written approval for all expenses.

(e) *Disclaimer of Partnership or Agency.* Industry Dive is an independent contractor of Client. Nothing contained herein shall create any agency, employment, partnership, franchise, joint venture or other relationship between the Parties hereto, and neither Party shall have power or authority to bind the other Party in any manner whatsoever or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of such other Party.

(f) *Force Majeure.* Neither Party shall be liable for any delays or non-performance of any of its obligations (excluding the obligation to pay for the Services) arising out of causes not within such Party’s reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, pandemics, epidemics, and other natural disasters, war, terrorism, acts of God, or fire, except to the extent that the delay or non-performance was not reasonably safeguarded against (in accordance with industry standards) or the Party had notice.

(g) *Assignment.* Except in connection with a merger, consolidation, reorganization, or sale of all or substantially all of Client’s assets, Client shall not assign any of its rights or obligations under the Agreement without the prior written consent of Industry Dive, which shall not be unreasonably withheld. Any assignment in violation of this Section 11(g) is void. Industry Dive may assign this Agreement or any of its rights or obligations under the Agreement without Client’s consent. All the terms and conditions of the Agreement are binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(h) *Public Announcements.* Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Agreement or, unless expressly permitted under the Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably delayed or withheld; provided, however, that Industry Dive may (i) without Client's consent, include Client's name on Industry Dive's website and/or in other sales and marketing materials in order to factually identify Client as a current or former client of Industry Dive, and (ii) with the prior written consent of Client, include Client's trademarks and/or logos, or additional information regarding the Services provided to Client hereunder, in one or more press releases or case studies.

(i) *Governing Law.* The Agreement shall be governed by the laws of Delaware (without regard to its conflict of laws provisions). In the event that either Party commences a lawsuit or other proceeding relating to or arising out of the Agreement, the Parties agree that any such action shall be brought solely in the United States District Court for the District of Columbia or, if such court lacks federal subject matter jurisdiction, in the Superior Court of the District of Columbia. Each party hereby expressly waives the application of New York General Obligation Law Section 5-903 to any renewal of this Agreement and any Order Form hereunder.

(j) *Waiver of Jury Trial and Class Actions.* EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLEX ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT. FURTHER, EACH PARTY AGREES THAT ANY CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT MAY BE BROUGHT BY A PARTY ONLY IN SUCH PARTY'S INDIVIDUAL CAPACITY AND NOT AS A REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

(k) *Notices.* All notices and consents required hereunder shall be in writing and shall be either delivered in person, via email (legal@industrydive.com), sent by a nationally recognized overnight courier, or first class registered or certified mail, return receipt requested, postage prepaid, to the other Party at the physical address set forth on the applicable Order Form. All notices and consents given hereunder shall be effective (i) if hand delivered, upon delivery, (ii) if mailed, on the third business day following deposit in the United States mail, (iii) if emailed, upon the next business day, and (iv) if delivered by overnight courier, one business day after delivery to such courier. Both parties agree to accept electronic signatures for all agreements.

(l) *Modifications.* Industry Dive reserves the right at any time to make necessary modification and/or improvement to the Services with or without notice; provided that such modification(s) and/or improvement(s) will not materially change or adversely affect the benefits to the Services provisioned to Client. Unless Industry Dive provides otherwise, this MSA shall also apply to Client's use of any modified or new version of the Services, or Client's use of any upgrades, changes, enhancements, or new features added to the Services that may be made available by Industry Dive from time to time.

(m) *Other.* The Agreement may not be modified or amended, in whole or in part, except by an instrument in writing signed by authorized representatives of the Parties. No waiver by either Party of any default or breach by the other Party of any provision of the Agreement shall be deemed a waiver of any subsequent default or breach. The Agreement and any Order Form or amendment governed by this Agreement constitutes the entire understanding between the Parties relating to the subject matter contained herein and supersede any and all prior agreements between Client and Industry Dive as to the subject matter hereof.