VERSIUM ANALYTICS

REACH MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is made and entered into on _____(the "Effective Date") by and between Versium Analytics, a Washington corporation ("Versium"), with its principal office located at 7530 164th Avenue NE, Suite A204, Redmond, WA 98052; and _____ ("PARTNER"), a _____, with its principal office located at _____.

PARTNER's Business Tax ID or License #: _____

WHEREAS, Versium wishes to provide and PARTNER wishes to license certain software, Versium Data and/or data services made available at Versium.com. PARTNER is a business that engages in various marketing activities aimed at its current customers or toward acquiring new customers. For clarification, all data referenced in this agreement is exclusively U.S. data and PARTNER shall not deliver to Versium any data that is from outside the United States to be processed by Versium. The "parties" and individually, a "party", agree as follows:

1.   **Definitions**

The following capitalized terms, as used herein and in the exhibits shall have the meanings set forth below.

"Versium Data" means all data owned and or operated by Versium including any pre-existing databases it maintains and any data enhancements made as a result of derivative works used to improved Versium's data management systems.

"Intellectual Property Rights" means all patents and industrial property rights, patent applications and registrations, trademarks, trademark applications and registrations, copyrights and moral rights, copyright applications and registrations, renewals, extensions, continuations, divisions, and reissues of, and applications for any of the rights referred to herein, Trade Secrets, trade names and industrial designs, domestic or foreign, whether arising by statute or common law.

"Licensed Materials" means the Versium Data and any other data or materials licensed to PARTNER as specified in this agreement and delivered through the Versium products collectively.

"Trade Secrets" means information that is used or may be used in business or for any commercial advantage, derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, is the subject of reasonable efforts to prevent it from becoming generally known, and the disclosure of which would result in harm or improper benefit.

"*Service*" means the products, services, software and/or Versium Data furnished by Versium to PARTNER under this Master Subscription Agreement and to the extent provided in the Service Exhibits annexed hereto. Each Service furnished by Versium to PARTNER shall be reflected in a separate Service Exhibit.

2. **Services and License**.

    a. Licenses from Versium. Versium hereby grants to PARTNER a limited, worldwide, non-sub-licensable and non-transferable license to use the Service and Licensed Material described herein and made available via REACH or the Versium Platform during the Term in accordance with this Subscription Agreement and those terms of use defined at https://versium.com/terms-conditions. Any terms stated in this Master Subscription Agreement or any Service exhibit shall supersede any terms stated in the preceding linked terms and conditions.

    b. Service Access. The Service delivered as part of this Subscription Agreement shall be delivered either via Versium's UI product interface or Realtime API as requested by PARTNER.

    c. Services. Upon the Effective Date of this Subscription Agreement, Versium shall establish an account at Versium.com and commence to furnish PARTNER with access to the Service as further defined in Exhibit A.

3. **Service Pricing.**

PARTNER shall pay Versium the subscription fees defined in exhibits A attached hereto.

4. **Payment and Taxes**.

Billing. Versium shall charge the credit card provided by PARTNER at the beginning of each _____ term of the subscription service if the PARTNER has selected _____ billing, for the subscription fees defined herein and as authorized via a credit card billing authorization form to be provided by Versium. All payments hereunder are **Due and Payable on Receipt** of any applicable invoice (the "Due Date"). All Category Matches beyond PARTNER's Match Credit allowance will be billed at an effective match rate established at PARTNER's current subscription tier as further defined in Exhibit A. Versium reserves the right to charge 10% for any late payments beyond 30 days of the Due Date.

4.1 Certain Remedies for Non-Payment.

In the event that PARTNER fails to timely make any payment of undisputed Subscription Fees, Versium may, after three (3) days written notice of PARTNER's failure to cure (a) restrict or suspend PARTNER and PARTNER Authorized Users' access to the Versium platform and/or Licensed Materials until all past-due payments are made, (b) terminate this Agreement and accelerate the payment of Subscription Fees such that all unpaid Subscription Fees shall be immediately payable. Versium shall have the right to charge interest at the rate of 10% per month (or, if less, the highest rate permitted by law) on any late payments. Restriction or suspension of online access to the Service during period of non-payment shall have no effect on the Term of this Agreement nor on PARTNER obligation to pay the Subscription Fee.

4.2 Taxes.

PARTNER is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to PARTNER and PARTNER Authorized Users access to and use of the Versium Platform and/or Licensed

Materials and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Ordering Document, all fees, rates, and estimates exclude sales taxes. If Versium believes any such tax applies to such access and use and Versium has a duty to collect and remit such tax, the same may be set forth on an invoice to PARTNER unless PARTNER provides Versium with a valid tax exemption certificate, direct pay permit, or multi-state use certificate. PARTNER shall pay any such invoice immediately or as provided in such invoice. Versium is solely responsible for taxes based upon Versium's net income, assets, payroll, property, and employees.

5. **Term and Termination.**

5.1 Term.
This Subscription Agreement commences on the Effective Date and shall continue for twelve (12) months following the Effective Date (the "Initial Term"). Unless either party provides the other party at least thirty (30) days notice prior to the expiration of the Initial Term or any Renewal Term (as hereinafter defined) of its intention to not renew this Subscription Agreement, this Subscription Agreement will automatically renew for a successive twelve (12) month renewal term (each, a "Renewal Term," and together with the Initial Term, the "Term"). For the avoidance of doubt, any renewal term includes licensed access to any data provided during previous terms in addition to data provided during the renewal terms subject to the terms of this agreement.

5.2 Termination for Breach.
Either party may terminate this Agreement immediately, without further obligation to the other party, in the event of a material breach of this Agreement by the other party that is not remedied within twenty-one (21) days after the breaching party's receipt of written notice of such breach.

5.3 Effects of termination.
PARTNER shall immediately discontinue (a) accessing the Versium Service and Platform and (b) any and all use of the Licensed Materials and any derivative data associated with the Licensed Materials. PARTNER shall use best efforts to promptly delete, destroy or return the Licensed Materials and any Confidential Information, and upon request provide written certification of destruction of any and all Licensed Materials provided under this Subscription Agreement. Upon termination PARTNER shall have full rights to any and all data associated with an entity which as interacted or engaged with PARTNER ("Engaged Contacts") during the term regardless of if the initial contact was facilitated or supported by Versium data during the term, and in such case does not need to delete data associated with Engaged Contacts. All passwords and individual accounts will be removed, and all data that has been uploaded into Versium's systems by PARTNER shall be destroyed. All fees for data services delivered up to the point of termination and shall be due and payable within 30 days.

6. **Authorized Use of Service, Licensed Materials and Versium Platform**.

6.1 Authorized Users

An "Authorized User" is a natural person who is a PARTNER employee. PARTNER may designate a natural person or persons who is not a PARTNER employee (i.e. an independent contractor) as an Authorized User where such person is obligated to comply with PARTNER instructions regarding the access to and use of the Service and Licensed Materials. Authorized User licenses that remain inactive for more than 90 days may be deemed expired. Each Authorized User will be provided a unique username and password. If authentication to any API

is necessary, Versium will also issue PARTNER a unique API key, which must be referenced in PARTNER Subscriber Application's API calls. Such usernames, passwords and API keys may not be shared, and may not under any circumstances be used by anyone who is not an Authorized User to gain access to the Licensed Materials. PARTNER acknowledges and agrees that PARTNER's use of any API may be subject to volume and other restrictions imposed by Versium from time to time. Versium may monitor PARTNER's use of the API to ensure quality, improve our products and services, and verify PARTNER's compliance with this Agreement.

6.2 Responsibility for Authorized Users.

PARTNER shall be solely responsible for PARTNER actions and the actions of PARTNER's Authorized Users while using the Versium Platform. PARTNER shall be responsible for compliance with all terms of this Agreement by all Authorized Users, including, without limitation, the restrictions on use and transfer of the Licensed Materials as set forth herein. PARTNER shall ensure that no Authorized User takes any action inconsistent with PARTNER's obligations under this Agreement.

6.3 Authorized Uses.

Neither PARTNER nor Authorized Users shall access or use the Service, Versium Platform or Licensed Materials for any purpose except for the improving its first party data and its own sales, marketing, or business development activities. Authorized uses shall be limited to the following: (a) to view the Licensed Materials; (b) to communicate with or market to a person identified in the Licensed Materials (each such person, a "Licensed Materials Contact"); (c) to download and print selected information from the Licensed Materials (d) and improve the overall useability of its first party data. PARTNER is solely responsible for any communications with any Licensed Materials Contact.

6.4 Restrictions on use.

PARTNER shall not (a) permit anyone who is not an Authorized User to use any username or password or otherwise access or use the Service or Licensed Materials; (b) redistribute, sublicense, transfer, sell, offer for sale, or disclose any of the Licensed Materials to any third party; (c) incorporate any of the Licensed Materials into PARTNER own products or services. PARTNER shall not (d) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Versium Platform; (e) reproduce, modify, create, or prepare derivative works of any of the Licensed Materials or related documentation; (f) distribute or display any of the Licensed Materials or related documentation other than to Authorized Users; (g) share, sell, rent, or lease or otherwise distribute access to the Service, or use the Versium Platform to operate any timesharing, service bureau, or similar business; (h) create any security interest in the Versium Platform or Licensed Materials; (i) alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within or on the Licensed Materials, Versium Platform or related documentation; (j) cache Versium Data and/or build a database from the Versium Data; (k) upload in anyway any information or content that contain Malicious Code or data that may damage the operation of the Versium Platform or another's computer or mobile device; (l) interfere or disrupt networks connected to the Versium Platform or interfere with any other's ability to access or use the Versium Platform; (m) distribute, promote or transmit through the Versium Platform any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature; (n) interfere with another customer's use and enjoyment of the Versium Platform or the Licensed Materials; (o) use the Versium Platform in any manner that

impairs the Versium Platform, including without limitation the servers and networks on which the Versium Platform is provided; (p) name or refer to Versium or PARTNER use of Versium data in any of PARTNER advertisements or promotional or marketing materials without prior written permission from Versium; or (q) use Licensed Materials for consumer credit purposes, underwriting any form of consumer insurance, employment purposes, tenant screening purposes consumer debt collections or for any other purpose covered by the federal Fair Credit Reporting Act (15 U.S.C.§1681, et seq.). Versium may remove any violating content posted or stored using the Versium Platform or transmitted through the Versium Platform, without notice to PARTNER. Notwithstanding the foregoing, Versium does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Licensee Data, for completeness, integrity, quality, accuracy or otherwise. PARTNER is solely responsible and liable for the completeness, integrity, quality and accuracy of Licensee Data input into the Versium Platform. PARTNER shall ensure that no Authorized User takes any action inconsistent with PARTNER obligations under this Agreement.

6.5 Do Not Call Compliance.

In the event that Versium provides a telephone number as part of the Licensed Materials, PARTNER acknowledge that Versium has not processed its databases against the National Do Not Call Registry, State Phone Suppression files and DMA Phone Suppression files, the "Telephone Number Suppression files". By using the Versium Platform, PARTNER acknowledges that some of the individuals provided by Versium may have placed their telephone numbers on Telephone Number Suppression files. PARTNER also acknowledges that PARTNER will either obtain access to the Telephone Number Suppression files, or if PARTNER does not obtain access to Telephone Number Suppression files, PARTNER will only make calls for purposes permitted by law.

6.6 Compliance with all Laws.

PARTNER acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to PARTNER's actions under this Agreement and its use of Versium Platform and Licensed Materials; (b) not to send or store data on or to the Versium Platform which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, including any information comprised of either "Protected Health Information" subject to and defined by the Health Insurance Portability and Accountability Act, or an individual's first name and last name, or first initial and last name, in combination with any one or more of the following data elements that relate to such individual: Social Security number, driver's license number or state-issued identification card number, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (d) not to use the Versium Platform or Licensed Materials for illegal, fraudulent, unethical or inappropriate purposes; and (e) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability. PARTNER further agrees that during the term of this Agreement it will fully comply with all state, federal and international data privacy laws that may be applicable to its business and business practices including, but not limited to, the California Consumer Privacy Act, the California Privacy Rights Act of 2020, the Colorado Privacy Act, the Connecticut **Personal Data Privacy and Online Monitoring Act, the Utah Consumer Privacy Act, the Virginia Consumer Data Protection Act, and the Nevada Security and Privacy of Personal Information Act.** PARTNER acknowledges and agrees that Versium neither endorses the

contents of PARTNER communications or Licensee Data nor assumes any responsibility for any offensive material contained therein, any infringement of third-party Intellectual Property Rights arising therefrom, or any crime facilitated thereby.

7. **Marketing.**

PARTNER hereby authorize Versium to use PARTNER's name and logo for its marketing efforts unless and until such authorization is revoked in writing.

8. **Confidentiality.**

8.1 Confidential Information.

"Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (d) the terms of this Agreement. Confidential Information of Versium shall include the Versium Platform, Service, and the documentation, the pricing, and the terms and conditions of this agreement. PARTNER Confidential Information includes and data provided by PARTNER. Confidential Information also includes all summaries and abstracts of Confidential Information.

8.2 Non-Disclosure.

Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at

least as stringent as the obligations set forth in this Agreement.

8.3 Exceptions to Confidential Information.

The obligations set forth in Section 8.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has

9. **Notices.**

PARTNER shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to Versium shall be sent to legal@versium.com. In the event that PARTNER fails to provide an email address for notices, Versium may provide notices hereunder by any means reasonably determined to provide PARTNER with actual notice thereof.

10. **Governing Law.**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the United States and the State of Washington without regard to choice of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). In the event of a dispute the parties agree to enter into arbitration as an alternative to legal proceedings. In the event of any such legal proceedings the venue shall be in King County in the state of Washington.

11. **Indemnification.**

11.1 Indemnification of Versium.

PARTNER agree to indemnify, defend, and hold harmless Versium and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns from and against any and all actual or threatened claims of third parties arising out of or in connection with (1) PARTNER or PARTNER Authorized Users' access or use of the Versium Platform and/or Licensed Materials in violation of any applicable law or provision of this agreement, (2) PARTNER's negligence or willful misconduct; or (3) PARTNER or PARTNER Authorized Users' sending of any information, messages, or materials to any Licensed Materials Contact (including, but not limited to, through e-mail, mail, or fax) in violation of any law or the rights of any third party, or (4) the use of any Licensed Materials or the Versium Platform by any third

party to whom PARTNER have granted access (including access obtained through use of the usernames and passwords assigned to PARTNER and PARTNER Authorized Users).

11.2 <u>Indemnification of PARTNER.</u>

Versium agrees to indemnify, defend, and hold harmless PARTNER and PARTNER officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns from and against any and all actual or threatened claims of third parties arising out of or in connection with (1) an allegation that the Versium Platform and/or Licensed Materials in violation of any law, (2) Versium's negligence or willful misconduct; or (3) any allegation that the Indemnitees' use of the Versium Platform and/or Licensed Materials or associated documentation constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or a misappropriation of a trade secret or other third party right, including, without limitation an Intellectual Property Right.

12. **Limitation on Liability.**

12.1 <u>No Consequential Damages.</u>

EXCEPT WITH RESPECT TO THE LIABILITY IN CONNECTION WITH (A) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) LIABILITY RESULTING FROM A BREACH OF A PARTY'S OBLIGATIONS OF CONFIDENTIALITY; AND (C) CLAIMS ARISING AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS,LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

12.2 <u>Limits on Liability.</u>

EXCEPT WITH RESPECT TO THE LIABILITY IN CONNECTION WITH (A) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) LIABILITY RESULTING FROM A BREACH OF A PARTY'S OBLIGATIONS OF CONFIDENTIALITY; AND (C) CLAIMS ARISING AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, NEITHER PARTY SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THREE TIMES (3X) THE AMOUNTS PAID OR PAYABLE BY PARTNER TO VERSIUM UNDER THIS AGREEMENT IN A TWELVE (12) MONTHS PERIOD.

12.3 <u>Essential Purpose.</u>

THE PARTIES ACKNOWLEDGE THAT THE TERMS IN THIS SECTION 12 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

13. **Entire Agreement.**

This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. Any un-expired subscription set forth in any ordering document or agreement between the parties for access to the Versium Platform is incorporated into this Agreement and governed by this Agreement.

14. **Amendments.**

This Agreement may only be modified or amended if the amendment is made in a tangible writing and signed by both Parties.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Subscription Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above.

SUPPLIER: Versium Analytics   **PARTNER: _____**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A – REACH LICENSE

A1 **Licensed Services.**

Upon the Effective Date of this Subscription Agreement, Versium shall commence to furnish PARTNER with access to the following data services to be made available via an account established at Versium.com.

Versium Data Service: PARTNER shall have access up to _____ Match Credits per year via REACH's UI product or real-time APIs.

PARTNER's Match Credits can be used with all REACH tools and their associated Match Category(ies), which provide service output and/or data outputs. Each Match Category has its own Match Credit Value which is used to calculate total matches credits used against the total match credit allowance according to the below schedule.

Category Match definition: a Category Match is defined as when additional data is returned to an input record ("Category Match") or new or updated data record is delivered for the category of data requested – all relevant categories are listed below.

Match Credit Value definition: Relative contribution - of each Category toward Match Credit allowance. A returned record may be valued at one or more Match Credits when calculating the total Matches credited against the Match Credit allowance during the term.

PARTNER will have access to the following Service(s), with the associate Match Credit Values as specified on this page:
https://reach-help.versium.com/docs/match-value-conversion-table and further highlighted below.

Service Output Categories	Match Credit Value Ratio
B2B	
Online Audience Append - Digital	1
Online Audience List Gen - Digital* - ABM, LOOK-A-Like or Persona	1
Business Email List Gen - Direct	10
Firmographic Append - Direct	3
Consumer to Business (C2B) Email - Direct	10
IP-to-Domain Append	3
HEM-to-Business Domain	1

Data Prep (per 10 rows cleansed)	1
B2C	
Online Audience Append - Consumer	1
Phone (Best, Mobile or Multiphone) Append	1
Email Append	1
Address Append	1
Demographic Append (Basic Demographics)	1
Demographic Append (Financial, Household & Auto)	1
Demographic Append (Lifestyle & Interest)	1
Demographic Append (Political & Donor)	1
Demographic Append (All Categories)	7
B2C List Gen - per contact output category selected	1
Data Prep (per 10 rows cleansed)	1

A2.   **Service volumes and pricing.**

PARTNER shall pay Versium a subscription fee of $_____ per year. This is a 12-month commitment with no early term cancellation or pause options.

For your convenience, PARTNER will pay Versium on a _____ schedule at a rate of $_____.

PARTNER will receive an allowance of _____ Matches Credits per _____. Any Category Matches over _____ Matches Credits will be billed at $_____ per Match Credit.

In the event, that during the term, for any given allowanced period, PARTNER does not utilize their maximum number of Match Credits associated with their specified pricing tier, any unused Match Credits shall expire, and the next allowanced period will reset to the scheduled allowance allotment.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Subscription Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above.

SUPPLIER: Versium Analytics   **PARTNER:** _____

Signature: _____   Signature: _____

Print Name: _____ Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____