# DATA ACQUISITION AGREEMENT

This Data Acquisition Agreement (this "Agreement") by and between XXX, a XXX ("Client"), and DataPulse LLC ("Vendor" and "DataPulse") is effective as of 1 April 2020 (the "Effective Date").

In consideration of the mutual promises and agreements contained in this Agreement, Client and Vendor hereby agree:

1. **License; Delivery.**

(a)      Vendor will deliver to Client the data and/or services in the form and format and via the means or method described on Schedule A (the "Data").

(b)      Client is obtaining the Data for use in accordance with Section 1(c) solely for Client's internal use. Client will not disclose, publish or resell the Data publicly or to any other third parties.

(c)      As between the parties, Vendor owns and shall retain all right, title, and interest, including all intellectual property rights, in and to the Data. Except for the rights and licenses granted herein, neither party grants to the other any right or license in or to any intellectual property owned or licensed by such party. In addition, Client hereby irrevocably waives and releases, and will forebear from asserting ownership of without further consideration any and all claims of or to any right, title or interest in and to Data. Upon request by Vendor, Client will execute and deliver any instruments or other documents that may be necessary or appropriate, in either case, as determined by Vendor, to evidence such waiver, release, and forbearance and to enable Vendor to preserve or enforce, Vendor's rights with respect to the Data. Subject to the terms of the Agreement, Vendor hereby grants Client a nonexclusive, royalty-free, fully paid up, irrevocable, worldwide, irrevocable (except if terminated by Vendor pursuant to this Agreement) license to: (i) use, modify, adapt, aggregate and reproduce the Data solely for Client's internal use, including research, reporting and analysis of the Data, (ii) to create and use for its internal purposes only advice, reports or other materials based on or including the Data. Unless expressly set forth in this Agreement, Client shall not, and shall not permit any authorized user to, (i) directly or indirectly, commercially exploit or otherwise distribute, disclose, sell, assign, lease or make any use or disclosure of the Data that is not expressly permitted in this Agreement without Vendor's prior written permission; or (ii) use the Data in violation of any applicable law, rule, or regulation. Unless specifically set forth in this Agreement, without Vendor's prior written approval, Data will not be: (i) used by Client, or any third party, other than in connection with complying with Client's obligations and exercising its rights specifically granted under this Agreement; or (ii) disclosed, sold, assigned, leased or otherwise provided to third parties, All rights not expressly granted to Client under this Agreement are reserved to and retained by Vendor.

(d)      All rights and licenses granted by Vendor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses to rights in "intellectual property." As a result, in the event of commencement of bankruptcy proceedings by or against Vendor, Client will be entitled, at its option, to retain all of its rights under this Agreement pursuant to United States Bankruptcy Code Section 365(n).

2. **Compensation; Payment Terms.**

(a)    Client will pay Vendor a fee as specified in Schedule A for the Data (the "Fee").  Client will pay the Fee on the frequency specified in Schedule A, net thirty (30) days from the date Client receives an undisputed invoice from Vendor.  Vendor will invoice Client within fifteen (15) days of the end of the month during which the Data was delivered to Client, or other such frequency as specified in the relevant Schedule A. If any amount due from Client to Vendor has not been paid by the date such amount is due, Vendor may impose a late payment charge for each day from and after the due date that the amount remains unpaid in an amount equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate of interest per month permitted by applicable law. In addition to the other remedies available to Vendor under this Agreement and applicable law, notwithstanding anything to contrary in this Agreement, in the event of a default in Client's payment obligations under this Agreement, which default is not cured within thirty (30) calendar days following the date Client receives notice of such default, Vendor may suspend or terminate Client's access to all or a portion of the Data.

(b)    The Fee will be inclusive of federal, state, local and provincial sales, use, excise and indirect taxes (e.g., value-added taxes), provided that nothing herein will impose upon Client any liability for any taxes, duties, levies or other similar charges based on or related to Vendor's production costs, revenues, profits or net income.

(c)    Upon termination of this Agreement or any Schedule A due to Vendor's material, uncured breach of this Agreement, Vendor will promptly refund to Client the pro-rata portion of any pre-paid Fee attributable to any post-termination period.

3. **Term; Termination.**

(a)    The term of this Agreement (the "Term") will commence on the date of this Agreement and will continue unless and until either party gives the other written notice of termination.  Upon any termination of the Term:  (i) the parties will not enter into any additional Schedule A under this Agreement; and (ii) each Schedule A entered into during the Term will continue in full force and effect until completed, unless the Term or a Schedule A is terminated in accordance with Section 3(b) of this Agreement.

(b)    Each Schedule A will continue for the duration specified in Schedule A, if any.  If no duration is specified, the Schedule A will continue until terminated in accordance with this Section 3.  Client may, at its option, terminate any Schedule A by giving Vendor written notice of such termination if Vendor is in material breach or material default of its obligations hereunder, and such breach or default is not cured within thirty (30) days of notice to Vendor.  If Client defaults on any of its obligations hereunder or its obligations under any Schedule A, then Vendor may terminate such Schedule A by giving Client written notice of such termination (including, without limitation, a detailed description of the default and the action required to cure the default); provided, however, that such termination will not be effective if such breach is curable and Client substantially cures the default within five (5) days after receipt of Vendor's notice of termination.

(c)    The parties' respective rights and obligations under Section 1(c), 3(c) and 5-7 of this Agreement, will survive the termination of the Term.

DATAPULSE DATA ACQUISITION AGREEMENT

4. **Warranty; Representations.**

Vendor represents, warrants and covenants to Client that:

(a)     Vendor has and will maintain all the rights necessary in and to the Data as may be required to enter into this Agreement, grant Client the licenses granted and provide the Data to Client in accordance with this Agreement;

(b)     Vendor and its data sources have and will comply with all applicable United States and foreign laws, rules and regulations in its collection and use of the Data;

(c)     Vendor acknowledges that Client, a firm that invests in publicly traded securities, may make investment decisions based in part on Data. As such, Vendor further represents and warrants to Client that: (i) Vendor will not provide Client with any information that has been obtained by Vendor or its data sources in breach of a duty of confidentiality or that Vendor or its data sources have a duty to keep confidential; (ii) Vendor's agreements with third parties in relation to the third party's Data do not and will not prohibit Vendor from providing such Data to Client ; and (iii) Vendor will not provide Client with any "material non-public information" regarding a company or information Vendor or its data sources are otherwise bound to keep confidential.   In the event Vendor becomes aware that in the course of providing Data and corresponding services it disclosed (inadvertently or otherwise) material non-public or otherwise confidential information, Vendor will promptly notify Client and refrain from accepting any further compensation from Client. Client reserves the right to immediately terminate the Agreement by written notice to Vendor if Client reasonably believes it has received material non-public or other confidential information from the Vendor.

Client represents and warrants to Vendor that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding agreement of such party; (iii) it has the full power to enter into this Agreement; and (iv) it will at all times comply in all material respects with applicable law, rules, and regulations.

Notwithstanding anything to the contrary contained in this Agreement, except to the extent expressly warranted herein, Vendor does not guarantee the timeliness, sequence, accuracy, or completeness of any Data, and Vendor shall not be liable in any way to Client or any third party for any loss, damages, cost or expense which may arise out of any delays, inaccuracies, errors in, or omissions of, any Data or in the transmission or delivery thereof, except that Vendor shall use commercially reasonable efforts to correct any incomplete or erroneous Data. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VENDOR DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE DATA AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

DATAPULSE DATA ACQUISITION AGREEMENT

5. **Indemnity; Limitations of Liability.**

(a)      Vendor will defend, indemnify and hold harmless Client and their respective officers, directors, employees, sublicensees, contractors, users and agents (each a "Client Indemnified Party") from and against any and all losses, liabilities, damages, expenses, penalties, taxes, costs (including attorneys' fees claims and court costs), actions, or demands (each, a "Claim"), arising out of or related to a third party claim against a Client Indemnified Party arising out of: (i) the fraud, gross negligence, or willful misconduct by Vendor or Vendor's employees, sources, contractors, agents and authorized subcontractors ("Vendor Parties"); or (ii) any actual or alleged infringement of any intellectual property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets, or any similar property rights, based upon the Data, as provided by Vendor to Client; provided, that, Vendor shall have no obligation under clause (ii) above, to the extent any claim arises from: (x) a combination of such Data with other technology or content not provided or approved by Vendor, where the infringement would not occur but for the combination; (y) use of the Data with other data, materials, or technology not provided by Vendor, where the infringement would not occur but for the use of such use; or (z) alteration (other than by Vendor) of such Data, where there would be no infringement but for such alteration. "Affiliate" of a party means an individual or entity that is or becomes controlled by, under common control with, or controlling such party. For the purposes of this definition, "control" means possession, direct or indirect, at the relevant time, of the power to direct or cause the direction of the management or policies of an individual or entity, whether through the ownership of voting securities, by contract or otherwise.

(b)      If the Data is the subject of a Claim for which indemnification is provided by Vendor, Vendor will promptly and at its own expense either:  (i) procure the right for Client and its Customer to continue using the Data as permitted by this Agreement or (ii) modify all portions of the Data that are the subject of such Claim such that continued use by Client as permitted by this Agreement would not result in a modified or additional Claim, provided, however, the Data as so modified must maintain and provide equivalent qualitative and quantitative compatibility as determined by Client in its reasonable discretion.  If Vendor, using commercially reasonable efforts, is unable to successfully provide either of the foregoing remedies, then either party will have the right to terminate this Agreement effective immediately upon notice to the other party, at its option:  (y) as to the affected Data or (z) in its entirety.  Upon any such termination Vendor will promptly refund all amounts paid by Client related to the Data affected by such Claim.  This Section 5 contains Vendor's entire liability and Client's sole remedy should any Data be subject to a third-party claim of infringement.

(c)      Client shall indemnify, defend, and hold Vendor, its Affiliates, and its and their respective officers, directors, shareholders, employees, clients, successors, assigns, consultants and agents harmless against any and all any and all Claims incurred by any such parties in connection with any third-party claim arising from or related to: (i) Client's access to or use of Data, or any derivative works derived from the Data, including any use of Data other than in accordance with this Agreement or in violation with, or in connection with a violation of, federal, state, local or foreign laws, rules or regulations; or (ii) the fraud, gross negligence or willful misconduct of Client, its Customers or any of their respective Affiliates.

(d)     Vendor shall not assume liability for any investment decisions based directly or indirectly on the Data.

(e)     EXCEPT FOR LIABILITIES ARISING FROM A PARTY'S, OR ITS AFFILIATES', GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS, VIOLATION OF APPLICABLE LAWS, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT (I) SHALL EITHER PARTY, ANY AFFILIATE (OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CLIENTS, SUCCESSORS, ASSIGNS, CONSULTANTS AND AGENTS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT (EXCEPT FOR CLIENT'S LIABILITY FOR FEES AND OTHER AMOUNTS OWED VENDOR) EXCEED THE TOTAL FEES AND OTHER AMOUNTS PAID OR PAYABLE BY CLIENTTO VENDOR FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY.

6.     **Confidentiality.**

Without limiting and notwithstanding any definition of Confidential Information below, Client's acquisition and use of the Data and its engagement with Vendor are Client's Confidential Information subject to the terms and restrictions set forth in this Section 6.

To the extent Client or Vendor (the "Disclosing Party") discloses to the other (the "Receiving Party") any non-public information pertaining to the business or business relationships of the Disclosing Party including, without limitation:  (i) computer software and related source documents, (ii) the names, addresses and all contact information of employees, agents, suppliers and including in the case of Client, Users, (iii) the terms of this Agreement and (iv) any other information which based on its nature or the circumstances of its disclosure would reasonably be considered to be confidential or proprietary, including the Data (as the confidential information of Vendor) (collectively, "Confidential Information"), the Receiving Party agrees that during and after the Term it will keep such Confidential Information secret through all reasonable means and at least to the degree the Receiving Party keeps secret its own confidential or proprietary information.  The Receiving Party will not disclose the Confidential Information to its employees, agents or contractors except on a need-to-know basis, but may disclose such information to state or federal agencies, authorities or courts upon their order or request provided the Receiving Party gives prompt notice of such order or request to the Disclosing Party, if such notice is legally permitted, and provides all reasonable assistance requested by the Disclosing Party, at the Disclosing Party's expense, with respect to such order or request.  No information that would otherwise be deemed Confidential Information for purposes of this Agreement will be subject to the restrictions on disclosure imposed herein if and to the extent such information:  (x) is in or becomes part of the public domain otherwise than through the fault of the Receiving Party, (y) was independently known to the Receiving Party before disclosure by the Disclosing Party or independently developed thereafter by the Receiving Party without reference to the Confidential Information of the Disclosing Party as proven by the Receiving Party's written records or (z) was revealed to the Receiving Party by a third party under no obligation of confidentiality.

The Receiving Party acknowledges that in the event of a breach of this Section 6 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach.  Therefore, in the event that the Receiving Party engages in, or threatens to engage in any act which violates this Section 6, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Section 6.  The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

7.      **Miscellaneous.**

(a)     Notices.  Any notice under this Agreement will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

    If to Client:              XXX
                               Attn:  XXX

    If to Vendor:              DataPulse LLC
                               150 North Michigan Ave Suite 2800
                               Chicago, IL. 60601. USA:
                               Attn:  Jeff Schmidt, CEO

Either party may change its address specified in this Section 7(a) by giving the other party notice of such change in accordance with this Section 7(a).

(b)     Assignment.  Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, upon written notice to the other party and without the consent of the other party, assign or otherwise transfer, by operation of law or otherwise, this Agreement:  (i) to any of its Affiliates; or (ii) in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), provided that  in all cases, the assignee agrees in writing to be bound by the terms and conditions of this Agreement.  Any assignment or other transfer in violation of this Section will be null and void.   Subject to the foregoing, this Agreement will be fully binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

(c)     Nonwaivers.  The failure of either party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any of its rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's rights to assert or rely upon such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.

(d)     Amendments.  No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in writing, executed by both parties, that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and signed by the party to be bound thereby.

(e)     Governing Law.  This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Illinois without reference to its choice of law rules.

(f)     Severability.  If any provision of this Agreement will be held by any court of competent jurisdiction to be invalid, illegal or unenforceable under applicable law, then such provision will be deemed reformed or omitted to the extent determined by such court.  In any event, the remainder of this Agreement will remain valid and enforceable.

(g)     Attorneys' Fees and Costs.  In any action, suit or other proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and reasonable attorneys' fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof.

(h)     No Publicity. Neither party shall (i) issue or make, or permit to be issued or made, any public communication of any kind regarding this Agreement or the relationship of the parties, or (ii) use the name, trade name, service marks, trademarks, trade dress or logo of the other party or any of its customers, including in any customer list.

(i)     Entire Agreement.  This Agreement (together with any Schedule As) sets forth the entire agreement, and supersedes any and all prior and contemporaneous oral or written communications, understandings and agreements, with regard to the Data.  In the event of any conflict or inconsistency between the terms of this Agreement and any Schedule A, the terms of the Schedule A will prevail.

(j)     Non-Exclusivity. Notwithstanding anything to the contrary contained in this Agreement, this Agreement establishes a non-exclusive relationship between Vendor and Client, and nothing in this Agreement shall be deemed to prevent, or restrict in any manner whatsoever Vendor from furnishing, granting, or contracting with any other person or entity to furnish, grant or provide rights which are the same as or similar to the rights granted to Client under this Agreement by any means whatever on such terms and conditions as Vendor may in its sole discretion determine.

[Signature Page Follows]

**IN WITNESS WHEREOF,** Client and Vendor, by their respective duly authorized representatives, have hereby executed this Agreement as of the Effective Date.

<table>
<tr><td>XXX</td><td>DataPulse LLC</td></tr>
<tr><td>By: _____</td><td>By: _____</td></tr>
<tr><td>Name: _____</td><td>Name:  Jeff Schmidt</td></tr>
<tr><td>Title: _____</td><td>Title:  CEO</td></tr>
<tr><td>Date: _____</td><td>Date: _____</td></tr>
</table>

# **SCHEDULE A**

## **Definition of Data**

| Dataset Name | Description of Dataset |
|---|---|
| Slack | Monthly delivery of a list of Slack Enterprise Grid and Plus level subscribers. Includes all available historical data. |
| GoDaddy | Monthly delivery of a list of GoDaddy customers and a growing subset of additional GoDaddy products and services consumed by those clients. Includes all available historical data. |

## **Delivery Requirements**

**Format:** Plain Text Delimited

**Method:** Box.com, Amazon S3, or otherwise as Client and Vendor may agree from time to time

**Frequency:** Monthly; the data for the prior month will be delivered on or prior to the 15th of the following month

## **Other Services Provided**

Monthly debrief, discussion, and Q&A via 60-minute conference call following each monthly data delivery. Technical questions and discussion as requested by Client.

## **Fees & Term**

For both datasets, 12 deliveries, monthly, starting 1 April 2020 and extending until 31 March 2021. The total fee will be USD $35,000.00 which shall be invoiced 1 April 2020 and paid by Client pursuant to Section 2 of this Agreement.