

Date of Agreement: \_\_\_\_\_

Client Code/Reference No: \_\_\_\_\_

MASTER SERVICES AGREEMENT

Customer (as defined below) wishes to engage the RIMES Technologies Corporation ("RIMES") for one or more proprietary products and services (collectively, the "Service") as set forth in one or more Exhibit A's attached hereto and made a part hereof, which may include receiving access and use rights to certain database(s) (the "Data") provided by one or more originating providers of information ("Information Providers"). Additional Exhibit A's may be added to this Master Services Agreement (this "Agreement") from time to time by written agreement of the parties. The parties to this Agreement, by their signatures below, acknowledge that they have read and agree to be bound by the terms and conditions of this Agreement and on each Exhibit A attached hereto and signed by Customer and RIMES. Each of RIMES and Customer are sometimes referred to herein as a "Party."

CUSTOMER

RIMES

\_\_\_\_\_  
Company Name (hereinafter "Customer")

RIMES Technologies Corporation  
84 Wooster Street, Suite 404  
New York, NY 10012  
(hereinafter "RIMES")

\_\_\_\_\_  
Company Address

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

TERMS AND CONDITIONS

I. RIMES SERVICE

Subject to the provisions hereof, including all exhibits and supplements annexed hereto, Customer hereby contracts for, and RIMES hereby agrees to provide to Customer, the Service indicated in one or more Exhibit A's attached hereto (each of which, upon mutual execution by the Parties is hereby incorporated herein by reference).

Service, including but not limited to translating, decompiling, disassembling or creating derivative works, or (iii) make any component of the Service available to any other person or organization directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.

II. DELIVERY

RIMES will provide Customer with the Service and any updates or modifications which from time to time may be made thereto and which are provided generally to other Customers to the Service. RIMES shall exercise reasonable care and good faith in its delivery of the Service to Customer.

3.3 Customer further agrees to reproduce on all copies of the Data accessed via the Service (all of which shall remain the property of the relevant Information Providers or RIMES) all copyright, proprietary rights and restrictive legends required by the relevant Information Providers or RIMES, as applicable. Customer agrees to inform its employees and approved agents (if any) of its obligations hereunder and to take such further actions as may be required to obligate such employees and agents to abide by such obligations. Customer agrees to comply with all other applicable notice and Data usage requirements of relevant Information Providers as may be published from time to time on such Information Providers' websites or contained in a written agreement between Customer and such Information Providers.

III USE LIMITATIONS

3.1 The Service may be used solely by employees of Customer as set forth in Exhibit A. The Service may be used only in the internal operations of Customer and, except as may be otherwise agreed in an Exhibit A, only in the asset management operations of Customer. Customer may not resell or otherwise transfer or allow the use of the Service, or any part thereof, directly or indirectly, by or for the benefit of, any other person or organization without the prior written approval of RIMES, which RIMES may withhold in its sole discretion. Customer shall not use or knowingly permit anyone else to use the Service or the Data for any unlawful or unauthorized purpose. Customer agrees that it shall treat the Service as proprietary to RIMES and the Data as proprietary to the Information Providers and that it shall not divulge, nor permit any of its directors, officers, employees, agents or other representatives to divulge any proprietary information (including without limitation the Data) to any person or organization except as expressly permitted hereunder. Customer shall inform RIMES as to its knowledge of any actual or suspected unauthorized use or disclosure of the Data and shall take all steps reasonably necessary as requested by RIMES to protect the rights of RIMES and the Information Providers in the Service and the Data, respectively. Without limiting the foregoing, Customer agrees that its access to the Data shall be subject to the terms, conditions and restrictions imposed by the relevant Information Providers in any separate agreements with Customer. Customer represents and warrants that it has and will maintain all requisite authorizations from Information Providers with respect to use of the Data and will promptly notify RIMES in the event of termination of any such use rights during the term of this Agreement. The provisions of this paragraph shall survive any termination of this Agreement or the termination or expiration of any Exhibit A.

3.4 Customer acknowledges that (i) all components of the Service and the Data constitute copyrighted, trade secret, or proprietary information of substantial value to RIMES and/or the Information Providers, as the case may be, (ii) that Customer receives no proprietary rights whatsoever in or to the Service or the Data, (iii) that title and ownership rights in and to the Service and the Data and all the rights therein and legal protections with respect thereto remain exclusively with RIMES and/or the Information Providers, as the case may be, and (iv) subject to any superior rights of any Information Provider, RIMES owns all rights to the Service, including the selection, compilation, arrangement and format of the Data furnished via the Service.

3.5 Customer agrees that neither the Service nor the Data shall be retransmitted, furnished, sold, divulged or published to any other person, firm or entity, without the prior written consent of RIMES and the relevant Information Providers.

3.6 Customer acknowledges that in the event of a breach by Customer of the provisions of this Section III, RIMES will suffer irreparable injury not compensable by money damages for which RIMES may not have an adequate remedy at law and therefore RIMES shall be entitled (in addition to money damages) to seek injunctive or other equitable relief to prevent or curtail any breach thereof, threatened or actual without the requirement of posting a bond. The provisions of this paragraph shall survive the termination of this Agreement.

3.2 Customer may not, without the written permission of RIMES, (i) copy any component of the Service, (ii) alter, modify or adapt any component of the

3.7 Except as expressly authorized by this Agreement or as agreed in writing by the relevant Information Provider(s) and RIMES, Customer shall not

download or install the Data on its own or another's network or servers or share the Data over its network.

3.8 Customer warrants that it will at all times during the Term maintain the requisite permissions from the relevant Information Providers to access and use the Data to be delivered by RIMES to Customer under this Agreement.

#### IV. FEES

4.1 Customer agrees to pay the charges set forth in each Exhibit A annexed hereto and made a part hereof, for the Service (the "Service Fees") not later than thirty (30) days from the date of invoice from RIMES. Unless otherwise agreed in an Exhibit A, all Service Fees shall be due and payable by Customer annually in advance. Such Service Fees are subject to change by RIMES from time to time, (i) provided that RIMES shall give at least sixty (60) days' prior written notice to Customer (a "Fee Increase Notice") of any increase in Service Fees of more than 3.0% in any one-year period and (ii) subject to Customer's termination right set forth in Section 5.2(v) below. The Service Fees are in addition to any fees imposed on Customer by the relevant Information Providers in their agreements with Customer.

4.2 Customer will pay all taxes, however levied (including without limitation applicable U.S. federal, state, and local sales taxes or VAT (Value Added Tax) or GST (Goods and Services Tax) or withholding tax), arising as a result of this Agreement, other than taxes based on RIMES' net income.

4.3 If Customer fails to pay its invoice when due, and such failure remains uncured for a period of more than 30 days after written notice thereof to Customer, in addition and without prejudice to any other rights it may have, RIMES shall have the right to suspend performance of its obligations under this Agreement until Customer has fulfilled its payment obligations hereunder.

#### V. TERM; TERMINATION

5.1 This Agreement shall remain in effect until the expiration or termination in accordance with the terms of this Agreement of all Exhibit A's hereto entered by the Parties. The initial term of each Exhibit A (with respect to each Exhibit A, its "Initial Term") shall be as set forth in such Exhibit A, or if not set forth in such Exhibit A, three (3) years, commencing on the date specified in such Exhibit A. Upon expiration of its Initial Term, each Exhibit A shall automatically renew for successive one-year (or such longer period as the Parties may agree in the Exhibit A) renewal terms (each a "Renewal Term", collectively with the Initial Term, the "Term") at RIMES' then prevailing charges, unless such Exhibit A is terminated as provided herein. The termination of any Exhibit A shall only affect this Agreement as it relates to such Exhibit A and shall not affect the terms of this Agreement as in effect with respect to any other Exhibit A.

5.2 This Agreement may be terminated with respect to an Exhibit A as follows:

- (i) By Customer or RIMES, upon expiration of the Initial Term or then current Renewal Term, without cause, provided that written notice of such intention is given to the other Party at least ninety (90) days prior to such expiration;
- (ii) By RIMES at any time thirty (30) days following written demand, if Customer shall have failed to timely pay any amount due hereunder;
- (iii) By either RIMES or Customer immediately upon notice to the other Party in the event of any breach (other than a failure to pay) by such other Party of the terms of this Agreement, which breach, if capable of cure, remains uncured for a period of twenty (20) days following written notice thereof by the non-breaching Party to the other Party;
- (iv) By RIMES immediately upon written notice to Customer with respect to Data that is no longer permissioned by the relevant Information Provider for re-distribution to Customer;
- (v) By Customer upon written notice to RIMES made within sixty (60) days of Customer's receipt of a Fee Increase Notice reflecting an increase in Service Fees of more than 5.0% in any Renewal Term, effective upon the date upon which the noticed fee increase would otherwise have become effective; and
- (vi) By either Party upon written notice to the other Party in the event the other Party (i) discontinues its business operations; (ii) makes an

assignment for the benefit of its creditors or an admission of its inability to pay its obligations as they become due; or (iii) files or has filed against it, a petition in bankruptcy or any similar proceeding or files any pleading seeking any reorganization, liquidation, or dissolution under any law, or admits or fails to contest the material allegations of any such pleading filed against it, or is adjudicated as bankrupt or insolvent, or a receiver is appointed for a substantial part of such Party's assets, or the claims of creditors of such Party are abated or subject to a moratorium under any law.

5.3 Upon termination of an Exhibit A pursuant to Section 5.2(iii) (if terminated by Customer) or 5.2(vi), and in no other instance, Customer shall be entitled to a refund upon termination of such Exhibit A for fees paid in respect of post-termination periods.

5.4 Upon termination of this Agreement or any Exhibit A for any reason, and subject to any agreement Customer may otherwise have with the relevant Information Providers with respect to the retention, use or ongoing rights with respect to Data, Customer shall immediately cease all use of the Data and shall return to RIMES or purge from its systems, all copies of the Data in Customer's possession.

5.5 If any payment is not made in full by Customer in accordance with this Agreement, RIMES may charge interest on the outstanding amount from the due date until full payment is made, at the rate equal to the lower of (i) 1% per month and (ii) the maximum amount permitted under applicable law.

5.6 Upon written request by RIMES at any time and, in any event within thirty (30) days of the request therefor, Customer shall deliver to RIMES, (i) a certificate executed by an officer or authorized person responsible for Customer's compliance with this Agreement, certifying Customer's compliance with the terms of this Agreement and such other materials in support thereof as may be reasonably requested by RIMES (e.g., examples of Data usage).

#### VI. DISCLAIMERS; LIMITATIONS ON LIABILITY

6.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RIMES MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF), AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. RIMES MAKES NO REPRESENTATION REGARDING AND ASSUMES NO LIABILITY WITH RESPECT TO ANY CLAIM THAT AN INFORMATION PROVIDER'S DATA MAY INFRINGE THE RIGHTS OF ANY THIRD PARTY. CUSTOMER ACKNOWLEDGES THAT DATA FIELDS MAY NOT BE CONSISTENT THROUGHOUT THE DATA AND ASSUMES THE RISK OF ANY USE IT MAKES OF THE SERVICE AND THE DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL RIMES OR ANY INFORMATION PROVIDER BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS (INCLUDING, WITHOUT LIMITATION, ANY TRADING LOSSES), LOST SAVINGS, LOSS OF DATA, LOSS OF USE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF CUSTOMER TO USE THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EVEN IF RIMES HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. NO INFORMATION PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, ON THE SERVICE OR ANY OF THE DATA TRANSMITTED VIA THE SERVICE AND THE INFORMATION PROVIDERS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 In particular, and without limiting the generality of the foregoing, no Information Provider warrants the truth, accuracy, timeliness or completeness of the Data provided via the Service. In no event shall any Information Provider, or any of their respective affiliates, employees, directors, officers and agents, be liable in any way for any loss or damage, direct or indirect, including, without limitation, loss of use, revenues, profits or savings, even if such person knew or should have known of the possibility of such damages. Notwithstanding anything herein to the contrary, nothing herein shall limit RIMES' liability where to do so would be contrary to applicable law.

6.3 RIMES shall have no liability to Customer for claims which are made by Customer more than two years after the date of termination of this Agreement.

6.4 Customer acknowledges that RIMES has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the Parties. To the extent permitted under applicable law, RIMES' maximum aggregate liability in respect of all claims made against RIMES arising out of or in connection with this Agreement shall not exceed the amounts payable by Customer under then current Exhibit A's with respect to the most recent 12-month period.

#### VII. INDEMNIFICATION

7.1 RIMES agrees to indemnify and hold harmless Customer and its directors, officers, employees, and agents from and against losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, as incurred, arising out of any claim that RIMES does not possess all rights necessary to deliver the Service to Customer.

7.2 Excluding any claims for which RIMES is obligated to indemnify Customer pursuant to Section 7.1, Customer agrees to indemnify and hold harmless RIMES, its affiliates and subsidiaries and Information Providers and their respective directors, officers, employees and agents from and against any third-party claims, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, as incurred, arising out of Customer's use of, or inability to use, the Service or any breach by Customer of any provision contained in this Agreement.

#### VIII. ENTIRE AGREEMENT

This Agreement (including all Exhibits hereto) supersedes all prior oral or written negotiations and discussions of the Parties and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon either Party unless made in writing and signed by the Parties.

#### IX. ASSIGNMENT

This Agreement may not be assigned by either Party without the other Party's prior written consent; provided RIMES may assign this Agreement to an affiliate or in the context of a sale or change of control transaction to a successor entity, in which event, RIMES shall provide Customer with prompt written notice thereof. Notwithstanding the foregoing, RIMES shall have the right to assign its invoicing rights under this Agreement to any of its affiliates without Customer's consent; provided, written notice of any such assignment, to the extent not reflected in an Exhibit A, will be made to Customer.

#### X. THIRD-PARTY BENEFICIARY

The Information Providers are third party beneficiaries of this Agreement as it relates to disclaimers, limitations of liability and use restrictions on and proprietary rights in their Data. In the event of a breach of this Agreement by Customer, an Information Provider may institute a separate action to enforce such rights and restrictions. No other parties are intended, or shall be deemed, to be a beneficiary of any provision of this Agreement.

#### XI. ENFORCEABILITY

If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of this Agreement or any other provision hereof shall not be affected. In addition, the Parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law.

#### XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and Customer hereby consents to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City.

#### XIII. REMEDIES

All remedies set forth in this Agreement are cumulative and in addition to and not in lieu of any other remedy available at law or in equity.

#### XIV. CONFIDENTIALITY

14.1 Each of Customer and RIMES undertakes to the other:

(a) to treat and keep confidential all proprietary and confidential information of the other supplied to it under this Agreement and shall not use such information for any purpose other than as required or permitted by this Agreement; and

(b) that if any law, regulation or order of a competent authority requires either Party to disclose information covered by its confidentiality obligations in this Agreement, then such Party may make any such disclosure so required. The Party under the disclosure obligation will provide the other Party with prompt notice of any such requirement and, to the extent practicable, cooperate with the other Party, at the other Party's expense, in responding to it. Either Party may further make disclosure to their legal advisers.

14.2 Confidential information for the purposes of this Clause shall not extend to: (a) information which was rightfully in the possession of the receiving Party prior to its disclosure in connection with this Agreement and is not subject to an earlier confidentiality undertaking between the Parties; or (b) information which is already public knowledge or is in the public domain or becomes so at a future date (otherwise than as a result of breach of this Agreement); or (c) information available to a Party from third parties without any non-disclosure obligation to the other Party which is known to the receiving Party; or (d) information which the receiving Party can demonstrate was independently developed by it without reference to the other Party's confidential information.

This Article XIV shall survive any termination of this Agreement.

#### XV. CUSIP and SEDOL

Customer acknowledges that the Data may incorporate portions of the CUSIP database (including without limitation CUSIP, CINS and CGS ISIN numbers) furnished by CUSIP Global Services (formerly Standard & Poor's CUSIP Service Bureau) ("CGS") or SEDOL codes furnished by the London Stock Exchange (the "LSE"). CGS is managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association ("ABA"). Customer will be solely responsible to obtain and maintain, at its cost, all consents and licenses and make all filings necessary to receive and/or use the Data, including consents of applicable Information Providers (e.g., the LSE with respect to SEDOL data and CGS and ABA with respect to CUSIP data) and shall certify to RIMES in writing receipt of same upon RIMES' request. Customer shall hold harmless RIMES and its affiliates and their respective officers, directors and employees from and against any losses resulting from the failure of Customer to secure such consents or licenses. In the event Customer does not obtain or maintain the requisite consents and licenses, RIMES may be required to either cease delivery of the applicable Data or prohibit Customer's use thereof. Except as may be otherwise provided in Customer's agreements directly with CGS or the LSE, Customer agrees that (i) CGS Data shall not be used for commercial purposes or disseminated in any way; and (ii) none of CGS, ABA, LSE or any of their respective affiliates, shall have any liability for errors, omissions, malfunctions or faults in the CGS data or SEDOL data delivered via the Service or for any loss, cost, damage, injury or expense which Customer sustains arising from its use of the Service (inclusive of the CGS Data).

#### XVI. PUBLICITY; TRADEMARKS; REFERENCES

16.1 Neither Party (or such Party's affiliates) may issue press releases or announcements regarding any matter relating to this Agreement unless the other Party has agreed in writing to the wording and intended distribution of such press release or announcement.

16.2 Save as necessary for the provision of the Service, neither Party may use the other Party's or its affiliates' names, logos, trademarks, service marks, or other proprietary marks without such Party's prior written consent.

16.3 Customer agrees that RIMES may request that Customer (i) act as a reference site for other potential clients of RIMES considering subscribing to the Service and/or (ii) at RIMES' expense, participate in case studies organized by RIMES relating to the Service, subject to Customer's consent which may be withheld in Customer's sole discretion.

XVII. COUNTERPARTS/EXECUTION This Agreement (and each Exhibit A hereto) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or

other similar electronic means (including without limitation DocuSign). RIMES and Customer agree to the use of electronic signatures and, in such instance, to being subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic

Signatures in Global and National Commerce Act - E-SIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

