

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (this “Master Agreement”) is made and entered into on _____, 2021 (the “Effective Date”) by and between Zeta Global Corp., a Delaware corporation (“Zeta”), and _____ organized under the laws of _____ (“Client”).

WHEREAS, Zeta wishes to furnish and Client wishes to use certain digital marketing services provided by Zeta as and to the extent set forth in this Master Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Master Agreement (hereinafter collectively, “parties” and individually, a “party”) agree as follows:

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

“*Client Content*” any data, information, images, text or other content provided by Client to Zeta for the purpose of furnishing the Services.

“*Client Data*” means all data or information, excluding Traffic Data, regarding Client’s business, including information relating to customers, employees, technology, operations, facilities, consumer markets, products, capacities, systems, procedures, software, formulae, security practices, research, development, business affairs and finances, innovations, inventions, designs, ideas, artwork, business methodologies, whether or not patentable and all related know-how, improvements, trade secrets, copyrightable and patentable subject matter and other similar information obtained by or submitted to Zeta by or on behalf of Client in connection with the performance of the Services hereunder.

“*Traffic Data*” means technical data generated or obtained by Zeta during the performance of the Services relating to the sending or delivery of messages or advertisements, such as data included in ISP feedback responses, web-browser responses, http(s) requests, or other similar data that is used by Zeta to perform its services.

“*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.

“*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.

“*Services*” means the services furnished by Zeta to Client under this Master Agreement as and to the extent provided in the Statement of Work annexed hereto. Each Service furnished by Zeta to Client shall be reflected in a separate Statement of Work.

“*Work Product*” means any copyrightable work product prepared and furnished by Zeta to Client in connection with the performance of website development, design or other creative Services.

2. Term and Termination.

a. Term. This Master Agreement commences on the Effective Date and shall continue in full force and effect for three (3) consecutive years following the Effective Date unless terminated in accordance with this Section 2 (the “Initial Term”). In addition, so long as neither party provides the other party at least ninety (90) days’ notice prior to the expiration of the Initial Term or any Renewal Term (as hereinafter defined) of its intention to not renew this Master Agreement, this Master Agreement will automatically renew for successive 1-year renewal terms (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

b. Termination by Client. This Master Agreement may be terminated by Client, at any time without prior notice if Zeta (i) is in breach or default of any of its covenants, obligations or agreements hereunder, which breach or default continues for a period of thirty (30) business days following receipt of written notification from Client of such breach or default and such breach or default has not been fully and effectively remedied within such thirty (30) day period; (ii) has a receiver appointed for itself or its property; (iii) makes a general assignment for the benefit of its creditors; (iv) commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within 60 days; or (v) becomes insolvent or is liquidating, dissolving or ceasing business operations.

c. Termination by Zeta. This Master Agreement may be terminated by Zeta at any time without prior notice if Client (i) is in breach or default of any of its covenants, obligations or agreements hereunder, which breach or default continues for a period of thirty (30) business days following receipt of written notification from Zeta of such breach or default and such breach or default has not been fully and effectively remedied within such thirty (30) day period; (ii) participates in fraud or willful misconduct; (iii) has a receiver appointed for it or its property; (iv) makes a general assignment for the benefit of its creditors; (v) commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within 60 days; or (vi) becomes insolvent or is liquidating, dissolving or ceasing business operations. In addition, if Client is in breach or default of any of its covenants, obligations or agreements hereunder, Zeta may, at its sole option, suspend or pause furnishing the Services under this Master Agreement until such time as such breach or default has been fully and effectively remedied. In the event that Zeta resumes the performance of Services, Client shall pay to Zeta any costs, expenses or charges incurred by Zeta as a result of the suspension or the pause in the performance of Services.

d. Effects of Termination. Upon the effective date of termination or expiration of this Master Agreement, and subject to the provisions of this Section 2: (i) Zeta shall immediately discontinue the provision of the Services under this Master Agreement and shall return all Client Data and Client Content to Client; (ii) Client shall immediately discontinue any and all use of the Services; and (iii) Client immediately shall pay to Zeta the full amount of any outstanding fees and expenses.

3. Services.

a. Services. Upon the Effective Date of this Master Agreement, Zeta shall commence to furnish Client with the Services which are set forth in the Statement(s) of Work attached hereto. During the Term, the parties may add Services to this Master Agreement, in which case the parties shall enter into one or more additional Statements of Work or through a change management process established in a Statement of Work.

b. License. In the event that the Services include the furnishing of a licensed product, service or software, Zeta hereby grants to Client a limited, worldwide, revocable, non-sub-licensable and non-transferable license to use the product, service or software described in the Statement of Work during the Term in accordance with this Master Agreement, and for no other purposes whatsoever. Any rights not granted by Zeta under this Master Agreement are expressly withheld and reserved to Zeta.

4. Compensation.

a. Consideration. As compensation for the Services, Client agrees to pay to Zeta the fees set forth in the Statement of Works (the “Fees”), including fees for additional usage costs per unit, as applicable.

b. Payment and Taxes.

i. Billing. Zeta shall invoice Client on a monthly basis, in accordance with the Statement of Works, for all Services rendered in the prior month, and Client shall pay to Zeta the amounts set forth in each such invoice. Client shall pay to Zeta the fees as set forth in the applicable Statement of Work.

All payments hereunder are due and payable within 30 days of the date of any applicable invoice (the “Due Date”) and shall be paid by Automated Clearing House. A late payment charge from the initial invoice date until paid in full equal to the lesser of (i) 1.5% per month; and (ii) the maximum allowable rate of interest in the State of New York shall apply to any amount not received by Zeta on or before the Due Date for such payment in addition to all costs of collections including any reasonable attorney fees. Zeta reserves the right to cease performance of the Services until such payment has been received.

ii. Taxes. Client will be responsible for, and agrees to pay, all sales, use, excise, and value-added taxes, or taxes of a similar nature (excluding personal property taxes and taxes based on Zeta’s income which shall be borne by Zeta), imposed by the United States, any state or local government, or other taxing authority, on all goods and/or services provided to Client by Zeta under this Agreement.

5. Covenants.

a. Data Security. Zeta shall establish and maintain commercially reasonable safeguards against the destruction, loss or alteration of Client Data and Client Content in the possession of Zeta, which safeguards shall be at least as good as the safeguards Zeta utilizes for its own data.

b. Data and Content. Client Data and Client Content shall remain the property of Client, and shall be “Confidential Information” under Section 6 hereunder. Client agrees that it will not provide any social security numbers, full credit card numbers, full bank account numbers or healthcare records (or other information protected by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder) or other similar information to Zeta or upload such information into the platform. Client is solely responsible for the Client Content that Client uploads, publishes, displays, links to, or otherwise make available via the Services. Zeta will not review any Client Content. Notwithstanding the foregoing, Zeta retains the authority to remove any Client Content uploaded that it deems in violation of this Agreement.

c. Privacy Policy. Zeta’s management of Client Data and Client Content during the

Term hereof shall comply with all material aspects of Zeta's then-current privacy policies with regard to the management of consumer information, as seen on the Zetaglobal.com website and all federal and state laws and regulations and/or ordinances.

d. Acceptable Use Policy. In the event the Services include email marketing services, Client shall comply with Zeta's then-current Acceptable Use Policy, which shall be included in the applicable Statement of Work.

e. Reverse Engineer. Client agrees that it shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software provided hereunder; modify, translate, or create derivative works based on the Services or any software provided hereunder; copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any software provided hereunder; or use the Services or any software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Zeta shall retain all right, title and interest, including all Intellectual Property Rights associated with the Services and the software, together with all modifications, updates and enhancements thereof.

h. Suppression List. In the event that the Services include furnishing email marketing services, Client agrees to maintain a regularly updated suppression list containing current unsubscribe requests in conformance with CAN-SPAM, CASL, or other applicable law.

i. Work Product. To the extent the Services include website development or other creative services, the parties agree that any Work Product prepared by Zeta for Client is commissioned as a "work for hire" for the benefit of Client. Zeta hereby transfers, grants, conveys, assigns and relinquishes exclusively to Client any and all right, title and interest in and to the Work Product. Notwithstanding anything to the contrary in this Agreement, Zeta will retain all right, title and interest in and to all technology platforms, software, know-how, methodologies, processes, technologies or other Intellectual Property Rights used in providing the Services including any and all additions, improvements, supplements, enhancements or developments to the Intellectual Property that is associated with the Services.

6. Confidentiality. Either party (the "Disclosing Party") may from time to time disclose Confidential Information to the other party (the "Recipient"). "Confidential Information" includes all nonpublic information concerning the business, technology, and strategies of the Disclosing Party which is conveyed to the Recipient orally or in tangible form which, due to the circumstances surrounding its disclosure or its nature or sensitivity, should have been understood by the Recipient as intended to be treated as "confidential". Without limiting the generality of the foregoing, each party agrees that the terms and conditions of this Master Agreement shall be deemed Confidential Information of the other party. During the Term and for a period of five (5) years thereafter, Recipient will keep in confidence and trust and will not disclose or disseminate, or permit any employee, agent or other party working under Recipient's direction to disclose or disseminate the existence, source, content or substance of any Confidential Information to any other party. Recipient shall use Confidential Information of the Disclosing Party only as necessary for the performance of this Master Agreement. Recipient will employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent disclosure of the Confidential Information as Recipient employs with respect to its own confidential information. Recipient's employees, independent contractors, and agents will be given access to the Confidential Information only on a need-to-know basis, and only if they are subject to a legal obligation or ethical duty to maintain such confidentiality or are bound by a non-disclosure agreements at least as restrictive as the terms in this Master Agreement. The commitments in this Master Agreement will not impose any obligations on Recipient with respect to any portion of the received information which: (i) is now generally known or available or which hereafter, through no act or failure to act on the part of Recipient, becomes generally known or available; (ii) is rightfully known to Recipient

at the time of receiving such information; (iii) is furnished to Recipient by a third party without restriction on disclosure and without a breach by such third party of any confidentiality undertaking with respect thereto; (iv) is independently developed by Recipient or its representatives without the use of Confidential Information; or (v) is required to be disclosed by operation of law or by an instrumentality of the government, including but not limited to any court, tribunal or administrative agency; *provided* that, in the case of any disclosure required by court order, the Recipient shall give the Disclosing Party as much advance notice as is reasonably practicable under the circumstances so as to permit the Disclosing Party to take commercially reasonable actions at its own expense to prevent disclosure. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that each party may seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. At Disclosing Party's option, Recipient shall promptly either destroy all Confidential Information in tangible form in its possession, or return all such copies to Disclosing Party, and in either event provide a written certification confirming the same, promptly upon Disclosing Party's written request. Notwithstanding the foregoing, the Recipient may retain one (1) copy of all Confidential Information for legal and compliance purposes so long as such copy is kept confidential in accordance herewith.

7. Press Release; Publicity; References. Zeta may issue press releases and make other public announcements containing general information with respect to this Master Agreement, such as the name and industry group of Client and the general nature of the work performed by Zeta for Client. Zeta may not disclose the specific terms and financial arrangements contemplated by this Master Agreement, without the prior written consent of Client, unless in the opinion of Zeta's legal counsel, such announcement is required by applicable law. Separately, Zeta may use the name and logo of Client in its marketing materials, including sales proposals, speaking presentations, and printed brochures and handouts, and on Zeta's corporate website where Client's logo may be hyperlinked back to the Client's web page of choice. Client may be asked to appoint a specific representative to be reasonably available to provide references to other potential customers of Zeta, and Client can choose whether to comply with this request at its own discretion.
8. Intellectual Property Rights.
 - a. Zeta Services. Zeta shall retain and own all proprietary rights in and to all of Zeta's intellectual property, including but not limited to any Services provided hereunder and all software, source codes associated therewith. In addition, Zeta shall own all rights, title and interest, including all Intellectual Property Rights, in and to any improvements to the Services, including but not limited to all new programs, modifications, refinements, updates and enhancements thereof (collectively, "Improvements") or any other aspect of the Services. The foregoing Intellectual Property Rights shall specifically include all Improvements developed by or for Zeta in connection with providing the Services to Client, even if such Improvements result from Client's request and/or include or derive from any suggestions, solutions, contributions, comments, or other feedback Client may from time to time provide to Zeta with respect to the Services ("Feedback"). All of the foregoing shall belong exclusively to Zeta, with Zeta having the sole right to obtain, hold and renew in its own name, patents, copyrights, trademarks, trade secrets, registrations and/or other appropriate protection. To the extent that the exclusive title and/or ownership rights may not originally vest in Zeta as contemplated hereunder, Client at no additional charge, hereby shall assign, transfer, and convey to Zeta all right, title and interest therein.

- b. Client Content. Client hereby grants Zeta a limited, worldwide, non-exclusive, non-transferable license, to access, use, reproduce, electronically distribute, transmit, perform, format, display, store, archive, and index the Client Content solely for the purpose of supporting Client's use of the Services and providing Services to Client. Notwithstanding anything to the contrary herein or in any other agreement between the parties, Zeta may also use analytics regarding Client's use of the Services including but not limited to deliverability percentages, click through rates, open through rates, bounce back percentages for the purpose of supporting, developing and performing the Services for Client or for other Zeta Clients, provided that when doing so, Zeta shall only use such information in an anonymized and aggregated way. Subject only to the limited license expressly granted herein, Client shall retain all right, title and interest in and to the Client Content and all Intellectual Property Rights therein. Nothing in this Agreement will confer on Zeta any right of ownership or interest in the Client Content or the Intellectual Property Rights therein.
9. Client's Representations and Warranties. Client represents and warrants to Zeta as follows:
- a. Intellectual Property. Client owns all Client Content and Client Data or otherwise has the right to use Client Content and Client Data in connection with the Services. The use of Client Content and Client Data as contemplated herein by Client does not and will not constitute infringement of the Intellectual Property Rights or any other proprietary rights of any other party.
- b. Compliance with Laws. Any and all use of the Services under this Master Agreement by Client or any customer of Client will comply with all applicable laws, ordinances, rules and regulations (federal, state, foreign, local or agency). All Client Content and Client Data will comply with all applicable laws, ordinances, rules and regulations.
- c. Authority. Client has full power and authority to enter into this Master Agreement and to fulfill its obligations hereunder.
- d. The Client Content and Client Data provided to Zeta or uploaded to the platform does not contain and virus or other harmful software or code.
10. Zeta's Representations and Warranties. Zeta represents and warrants to Client as follows:
- a. Services. The Services shall conform in all material respects with the relevant and referenced specifications, terms and exhibits of this Master Agreement. The Services will be performed in a workman-like and professional manner in accordance with reasonable industry standards applicable to the Services.
- b. Compliance with Laws. Zeta will comply in all material respects with all applicable laws, ordinances, rules and regulations (federal, state, local or agency) of the United States of America affecting the Services contemplated by this Master Agreement. Zeta shall notify Client when, in its reasonable opinion, it believes that it is no longer able to comply with applicable law.
- c. Authority. Zeta has full power and authority to enter into this Master Agreement and to fulfill its obligations hereunder.
- d. Intellectual Property. As of the Effective Date, the Services do not, to Zeta's knowledge, infringe the Intellectual Property Rights of any third party. Any Work Product

comprised of or containing original work of Zeta shall not as a result of Zeta's actions or omissions: (i) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (ii) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); or (iii) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

e. Disclaimer; Limitation of Warranties. Except for the warranties set forth in this Section 10, Zeta makes, and Client receives, no other representations, warranties or conditions hereunder, and Zeta hereby expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purposes other than fitness for services outlined in this Master Agreement. Zeta will not be deemed to have breached any warranty set forth in this Section 10 to the extent that: (i) Client or its agents modify the Services themselves in any manner without Zeta's assistance; (ii) the Services incorporate unauthorized third party materials at no fault of Zeta; or (iii) Client fails to incorporate any fix, patch, upgrade, update or other enhancement to the Services, which is provided at no additional cost by Zeta, except in relation to customizations specific to Client, if the breach of this warranty could have been avoided by the incorporation thereof. Zeta's sole obligation, and Client's exclusive remedy, for any failure to provide the Services shall be that Zeta shall use commercially reasonable efforts to cure such breach and provide such Services or, if Zeta is unable to effect such cure in a reasonable amount of time, to grant Client a credit in the amount of payments made, if any, by the Client in advance for the affected Services. Except as expressly set forth herein or in any Statement of Work, Zeta does not warrant (i) that the Services will be uninterrupted, timely, secure or error-free or (ii) that the Services or the benefits expected to be derived from the Services will meet any particular criteria of results, performance or quality.

11. Limitation of Liability. ZETA'S AND CLIENT'S LIABILITY FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, STATUTE OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNTS ACTUALLY RECEIVED BY ZETA DURING THE PREVIOUS SIX (6) MONTHS UNDER THE STATEMENT OF WORK FOR THE SERVICES ON WHICH THE LIABILITY IS BASED. NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER, ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, EMPLOYEES, AGENTS OR REPRESENTATIVES BY ANY THIRD PARTY (EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12, SUBJECT TO THE LIMITATIONS IN THIS SECTION 11) NOR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification.

a. Client shall indemnify, defend and hold harmless Zeta and its affiliates, and their respective shareholders, officers, directors, employees, agents, successors and assigns from and against any and all third party claims for losses, liabilities, costs, expenses (including amounts paid in settlement and reasonable attorneys' fees and expenses), penalties, judgments and damages resulting from any claim by a third party for breach of Client's covenants, representations or warranties contained in this Master Agreement.

b. Zeta shall indemnify, defend and hold harmless Client and its affiliates, and their respective shareholders, officers, directors, employees, agents, successors and assigns from and against any and all third party claims for losses, liabilities, costs, expenses (including amounts paid in settlement and reasonable attorneys' fees and expenses), penalties, judgments and damages resulting from any claim by a third party that the Services or any Work Product infringes or violates the Intellectual Property Rights of any third party, provided, in each case, that Zeta is promptly notified in writing of the claim; (ii) Zeta has sole control of the defense and any negotiations for the settlement of such claim; and (iii) the indemnified party provides to Zeta, at Zeta's expense, with all reasonable assistance, information, and authority necessary to perform the above.

Should the services or Work product in Zeta's opinion, be likely to become, the subject of a claim of infringement, Zeta may, at its option and expense, either procure for Client the right to continue using the Services or Work Product or replace or modify the Services or Work Product in order to make them non-infringing.

13. Relationship of the Parties. The relationship of the parties is that of independent contractors. Nothing in this Master Agreement will be construed as placing the parties in a relationship as employer and employee, principal and agent, partners or joint venturers. Neither party will have the authority to enter into legally binding obligations on behalf of the other party without the other party's prior express written consent. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of the other.

14. Miscellaneous.

a. Force Majeure. Except for the payment of money by Client, and each party's right to terminate as provided in Section 2 hereunder, if the performance of any part of this Master Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, communication lines failures or any other causes beyond the reasonable control of either party, then that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

b. Right to Engage in Other Activities. Nothing in this Master Agreement will limit or impair Zeta's right to perform for or on behalf of any other party services that are similar to the Services furnished to Client.

c. Notices. Any notice permitted or required under the Master Agreement must be in writing. Any such notice will be deemed delivered: (a) on the day of delivery in person; (b) one day after deposit with an overnight courier, fully prepaid, and delivery confirmed; or (c) on the date sent by e-mail, if confirmed by first-class mail, properly posted to the parties at the following addresses:

To Zeta:

Zeta Global Corp.
3 Park Avenue, 33rd Floor
New York, New York 10016

Attention: General Counsel

To Client:

Client Name
Street Address
City, State, ZIP Code
Fax No.:
Attention:
e-mail:

d. Choice of Law. This Master Agreement shall be governed by and interpreted under the internal laws of the State of New York without giving effect to any choice of law rules. Any action or proceeding arising from or in connection with this Master Agreement shall be brought solely in the federal or state courts located in New York County, New York, and each of the parties hereto hereby consents to the jurisdiction of those courts for any such action or proceeding. The prevailing party in any such action as determined by a court of competent jurisdiction shall be entitled to an award of its attorneys' fees and costs.

e. Waiver. The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. The parties may at any time and from time to time waive in whole or in part the benefit to it of any provision in this Master Agreement or any default by the other party, but any waiver on any occasion will be deemed not to be a waiver of that provision thereafter or of any subsequent default or a waiver of any other provision or default. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted.

f. Binding Nature; Assignment. This Master Agreement will inure to the benefit of and are binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns. This Master Agreement may not be assigned by either party without the prior written consent of the other party except to: (a) any corporation, partnership, limited liability company or other entity resulting from any stock sale, merger, consolidation or other reorganization involving the assigning party in which the assigning party controls more than 50% of the voting stock of the new entity, or (b) any person to which the assigning party may transfer all of substantially all of the business assets to which this Agreement relates; provided, however, the assignee must agree in writing to be bound by all the terms and conditions of this Agreement.

g. Headings. The headings preceding the texts of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Master Agreement, nor shall they affect its meaning, construction or effect.

h. Severability. If any term or provision of this Master Agreement, or the application thereof shall for any reason and to any extent be invalid or unenforceable, then the remaining provisions of this Master Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but rather shall continue in full force and effect. The parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the parties.

i. Conflict. If there is any conflict with or inconsistency between this Master Agreement and the provisions of any Statement of Work, then the provisions of the Statement of Work will prevail.

j. Amendment. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Master Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties.

k. Survival. The provisions of Sections 6, 7, 9, 10e, 11, 12, and 14 shall survive the expiration or termination of this Master Agreement.

l. Entire Agreement. The provisions of this Master Agreement together with the any Statement of Work to this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, proposals and agreements, whether oral or written, with respect to the subject matter hereof and there is no representation, warranty, term or condition, express or implied, relating to the subject matter hereof, except as specifically set forth herein.

m. Counterparts. This Master Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original copy hereof, and all such counterparts together shall constitute but one single agreement; *provided, however*, this Master Agreement will be of no force or effect until executed by both parties. Each party may deliver a counterpart signature page by facsimile or PDF transmission.

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

Zeta Global Corp.

Client

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____