**MASTER SERVICES AGREEMENT**

This Agreement is made and entered into as of the Effective Date and is by and between Renaissance Acquisition Company LLC (“Ren”) and Customer. The Parties hereby agree as follows:

1. **DEFINITIONS**.
	1. “Affiliate” means any entity controlled by, controlling, or under common control with, a Party.
	2. “Agreement” means this Master Services Agreement.
	3. “Anonymized” means presented in such manner as to not identify, or be reasonably capable of re-identifying, Customer or any individual.
	4. “Applicable Laws” means all applicable laws, rules, regulations, and ordinances.
	5. “Claims” means collectively, demands, claims, suits, causes of action, and proceedings.
	6. “Confidential Information” means any proprietary or confidential information of Disclosing Party which is marked or designated as such or where, given the nature of the information and the circumstances of the disclosure Receiving Party should reasonably understand the information to be confidential and/or proprietary.
	7. “Customer” means the entity, other than Ren, signing this Agreement.
	8. “Customer Content” means any information Customer enters or submits into, or transmits through, the Platform.
	9. “Disclosing Party” means the Party making available Confidential Information to the Receiving Party.
	10. “Effective Date” means the date this Agreement is last signed below.
	11. “Feedback” means any feedback, recommendations, or suggestions with respect to the Services.
	12. “Fees” means the charges for the Services, as detailed in the applicable Order Form and/or SOW.
	13. “Force Majeure Event” means circumstances beyond a Party’s reasonable control, including without limitation acts of God, fire, labor disputes, pandemics, governmental demands or restrictions, or failures of third-party networks.
	14. “Indemnified Party” means the Party seeking to be indemnified by the Indemnifying Party.
	15. “Indemnifying Party” means the Party from whom indemnification is sought by the Indemnified Party.
	16. “Losses” means all losses, liabilities, penalties, fines, judgements, settlements, damages, costs, and expenses (including reasonable attorney’s fees).
	17. “Order Form” mean an ordering document executed between the Parties for the provision of the Platform by Ren to Customer, detailing the applicable term length and associated Fees.
	18. “Party” means each of Customer and Ren, and together, the “Parties”.
	19. “Platform” means Ren’s proprietary software-as-a-service technology platform for charitable giving, which may be provided by Ren to Customer pursuant to an Order Form.
	20. “Professional Services” means implementation, consulting, and other professional services that Ren may provide to Customer pursuant to an SOW.
	21. “Receiving Party” means the Party being provided with Disclosing Party’s Confidential Information.
	22. “Representatives” means employees, contractors, agents, and representatives.
	23. “Security Incident” means any actual or reasonably suspected unauthorized access to, or disclosure of, Disclosing Party’s Confidential Information.
	24. “Services” means collectively, the Platform and Professional Services.
	25. “SLA” means Ren’s Service Level Agreement for the availability of the Platform, attached hereto as Exhibit A.
	26. “SOW” means a statement of work or similar document executed by the Parties for the provision of Professional Services by Ren to Customer.
	27. “Ren” means Renaissance Acquisition Company, LLC, an Indiana limited liability company.
	28. “Taxes” means all sales, use, excise, and similar taxes imposed on the Services, other than taxes on Ren’s income.
	29. “Term” means the term of this Agreement, which begins on the Effective Date and continues for as long as there is at least one (1) active Order Form and/or SOW, unless earlier terminated as permitted hereunder.
2. **SERVICES**.
	1. Ren will provide Customer with access to the Platform as further detailed in an Order Form, and will perform certain Professional Services as further detailed in an SOW. The Order Form and/or SOW will state the term length for the provision of the Services, any associated fees, and applicable terms.
	2. The Platform will be provided in accordance with the SLA.
3. **OWNERSHIP**.
	1. As between Ren and Customer, Ren owns all right, title, and interest in and to the Platform and all Professional Services. Ren hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services during the Term in connection with its charitable giving efforts. Ren expressly reserves all rights not granted hereunder.
	2. As between Ren and Customer, Customer owns all right, title, and interest in and to all Customer Content. Customer grants Ren a limited, worldwide, non-exclusive license to access, copy, transmit, store, and use the Customer Content during the Term solely for Ren to provide the Services to Customer pursuant to this Agreement and an Order Form and/or SOW. Notwithstanding the foregoing, Customer grants Ren a perpetual, irrevocable, worldwide, fully paid up, royalty-free right and license to access and use Customer Content in an Anonymized manner for any lawful purposes, including without limitation for benchmarking and to improve the Services.
	3. During the Term, Customer may, in its sole discretion, provide Feedback to Ren. Customer hereby assigns all right, title, and interest in and to such Feedback to Ren, without restriction, attribution, or compensation, and Ren shall be free to use Feedback for any lawful purposes.
	4. Customer shall not, and shall not permit or enable any third parties to: (a) reverse engineer, decompile, disassemble, disclose, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform; (b) modify, translate, or create derivative works based on the Platform; (c) use the Services for purposes of a third party or otherwise for the benefit of a third party; or (d) use or view the Services for the purposes of creating a product or service commercially competitive to the Services.
4. **FEES AND PAYMENT.**
	1. Unless otherwise stated in the applicable Order Form and/or SOW or in this Agreement: (a) all Fees are non-cancelable and non-refundable; (b) all Fees are in United States dollars; (c) Ren shall invoice Customer for all Fees in advance on a monthly basis; (d) payment for all invoices are due within thirty (30) days of Customer’s receipt of invoice; and (e) Fees listed in an Order Form and/or SOW are exclusive of any Taxes, which remain the obligation of Customer. For Customer’s convenience, Ren endeavors to separately list on the applicable invoice, and collect and remit, any such Taxes based on the billing and similar information provided by Customer to Ren. If Customer is tax exempt, Customer shall provide Ren with a valid tax exemption certificate.
	2. Customer may dispute any Fees in good faith by notifying Ren within fifteen (15) days of Customer’s receipt of invoice. In the event any Fees not subject to a good faith dispute are overdue, Ren may, upon at least five (5) business days’ prior written notice to Ren: (a) impose interest on late fees in the amount of the lesser of one-and-one-half percent (1.5%) per month or the maximum amount permitted by Applicable Laws; (b) suspend Customer’s access to the Services; and (c) condition access to and/or reinstatement of the Services on full payment of all Fees due through the remainder of the term of each applicable Order Form and/or SOW.
	3. Customer shall reimburse Ren for any reasonable travel and out-of-pocket expenses that Ren incurs in performing the Services for Customer, provided that Customer has pre-approved such travel expenses in writing (email sufficient).
5. **CONFIDENTIALITY**.
	1. During the Term, Receiving Party may be provided, or otherwise come into contact, with Disclosing Party’s Confidential Information. Receiving Party shall use Confidential Information solely as necessary to perform its obligations under this Agreement and for no other purposes without Disclosing Party’s prior written consent. Additionally, Receiving Party shall only share Confidential Information with its Representatives who have a need-to-know such information, who are under written confidentiality obligations at least as stringent as those contained herein, and for whose acts and omissions Receiving Party shall at all times remain liable. Receiving Party shall maintain the integrity of the Disclosing Party’s Confidential Information using the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. In the event Receiving Party becomes aware of an actual or reasonably suspected Security Incident, Receiving Party shall promptly (but in any event within seventy-two (72) hours of discovery) notify Disclosing Party, fully cooperate with Disclosing Party in investigating and remediating the Security Incident, and take all necessary steps to ensure that such Security Incident does not recur.
	2. Confidential Information does not include: (a) information that is, or becomes, publicly available through no fault of Receiving Party; (b) information that is provided to Receiving Party by a third party not under confidentiality obligations to Disclosing Party; and (c) information that Receiving Party independently develops without the use of Disclosing Party’s Confidential Information.
	3. In the event Receiving Party becomes legally obligated to disclose Disclosing Party’s Confidential Information by a valid court order, Receiving Party agrees it will, to the extent not prohibited at law: (a) first notify the Disclosing Party; (b) reasonably cooperate, at the Disclosing Party’s request and expense, in contesting the compelled disclosure; and (c) in any event, only disclose such amount of Confidential Information minimally necessary to comply with the order.
	4. Receiving Party acknowledges and agrees that a breach of its obligations hereunder may cause irreparable harm to the Disclosing Party. Therefore, in the event of a breach, or anticipated breach, hereunder, Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies, without the need of posting bond.
6. **REPRESENTATIONS AND WARRANTIES.**
	1. Each Party represents and warrants to the other Party that it: (a) has full right and authority to enter into this Agreement; (b) is not a party to any other agreements that conflict with, or would prohibit it from entering into, this Agreement; and (c) that in its performance under this Agreement it will comply with all Applicable Laws.
	2. Ren further represents and warrants to Customer that: (a) the Services will be provided in an industry-standard, professional, and workmanlike manner; and (b) the Platform, and its functionality, will not be materially degraded during the Term.
	3. Customer further represents and warrants to Ren that it has all consents and licenses necessary to provide to Ren the Customer Content for Ren’s use as permitted hereunder.
	4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND REN EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE.
7. **INDEMNIFICATION.**
	1. Ren shall indemnify, defend, and hold harmless Customer from and against any and all Losses resulting from or relating to Claims brought by third parties alleging that the Platform, when used by Customer as permitted hereunder, infringes, misappropriates, or otherwise violates any patent, copyright, trademark, trade secret, or other intellectual property rights of a third party. In the event the Platform is, or in Ren’s reasonable opinion is likely to be, enjoined, Ren shall, at its sole discretion, do one of the following: (i) procure for Customer the right to continue using the Platform; (ii) modify or replace the Platform such that it is non-infringing but functionally equivalent; or (iii) terminate the Agreement and provide to Customer a pro-rata refund of any prepaid, unused Fees as of the termination date. The provisions of this Section 7.1 state Customer’s exclusive remedy and Ren’s sole liability with respect to any Claim described herein. Ren’s indemnification obligation in this Section 7.1 shall not apply where the Claim arises out of, relates to, or results from: (x) modifications made to the Platform without Ren’s written authorization; (y) the combination of the Platform with other products or services not supplied by Ren; or (z) Customer’s continued use of the Platform after Ren notified Customer that the Platform is, or may be, the subject of an intellectual property rights dispute.
	2. Customer shall indemnify, defend, and hold harmless Ren from and against any and all Losses resulting from or relating to Claims brought by third parties alleging that the Customer Content, when used by Ren as permitted hereunder, infringes, misappropriates, or otherwise violates any patent, copyright, trademark, trade secret, or other intellectual property rights of a third party.
	3. The indemnification obligations in this Section 7 are conditioned upon the following: (a) Indemnified Party providing prompt written notice of the Claim to the Indemnifying Party; (b) the Indemnifying Party being given sole control of the selection of counsel, defense, and settlement of the Claim, provided that the Indemnifying Party shall not settle any Claim without the Indemnified Party’s prior written consent where such settlement impose any liability upon, or constitutes an admission by, the Indemnified Party; and (c) the Indemnified Party providing reasonable cooperation at the Indemnifying Party’s request and expense. The Indemnified Party may participate in the defense and settlement of the Claim using counsel of its choosing at its sole cost and expense.
8. **LIMITATIONS OF LIABILITY.**
	1. SUBJECT TO SECTION 8.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, INCLUDING THOSE FOR LOSS OF PROFITS, LOSS OF REVENUE, COST OF SUBSTITUTE GOODS, AND LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. SUBJECT TO SECTION 8.3, EXCEPT WITH RESPECT TO CUSTOMER’S PAYMENT OBLIGATIONS HEREUNDER, NEITHER PARTY’S AGGREGATE LIABILITY UNDER THS AGREEMENT SHALL EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO REN UNDER THE APPLICABLE ORDER FORM AND/OR SOW DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.
	3. THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO: (A) EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS IN SECTION 7; (C) CUSTOMER’S BREACH OF SECTION 3.4; AND (D) WHERE SUCH EXCLUSIONS AND LIMITATIONS ARE EXPRESSLY PROHIBITED AT LAW.
9. **INSURANCE.**
	1. Ren shall, at its sole cost and expense, keep in full force and effect throughout the Term, the following insurance in coverage amounts at the greater of (a) those required by law or regulation, or (b) those specifically listed below:
		1. Commercial General Liability insurance with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
		2. Errors and Omissions insurance with limits of no less than $1,000,000 per claim and $2,000,000 in the aggregate which includes coverage for third party claims arising out of the negligent act, error or omission of Ren.
		3. Cyber Risk Insurance, including coverage for Notification and Credit monitoring, with limits of no less than $2,000,000 per occurrence and aggregate for the performance of or failure to perform electronic data processing or computer services including the theft or release of unauthorized data or in the failure of software products to perform the function or serve the purposes intended.
		4. Umbrella / Excess Liability Insurance with limits of no less than $5,000,000 per occurrence and aggregate.

All policy deductibles will remain the responsibility of Ren, its agents and contractors. All insurance provided by Ren shall be written by companies having a Best’s rating of at least A- and authorized to do business in the state or states where the work is performed.

1. **TERM AND TERMINATION.**
	1. The Term may be terminated only as permitted in this Section 10.
	2. Each Order Form and/or SOW will have its own term. Unless otherwise stated thereunder: (a) the term of an Order Form will automatically renew for successive periods of twelve (12) months, unless either Party provides written notice of non-renewal to the other Party at least thirty (60) days prior to the end of the then-current Order Form term; and (b) the term of an SOW will expire upon the completion of the Professional Services described therein.
	3. Either Party may terminate this Agreement, or an individual Order Form and/or SOW, if the other Party materially breaches this Agreement or the applicable Order Form and/or SOW and such material breach remains uncured for a period of thirty (30) days following written notice by the non-breaching Party.
	4. Additionally, either Party may terminate this Agreement if the other Party becomes insolvent, makes a general assignment for the benefit of its creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or is wound-up, dissolved, or liquidated, voluntarily or otherwise.
	5. Upon expiration or termination of this Agreement: (a) each Party will promptly (but in any event within ninety (90) days) return or destroy the other Party’s Confidential Information; (b) Customer’s license to access and use the Platform will immediately cease; (c) Customer will promptly pay all Fees due through the termination or expiration date, provided however that if this Agreement is terminated by Ren pursuant to Section 10.2, Customer shall remain obligated to pay all Fees that would have been due through the remainder of the term of each applicable Order Form and/or SOW; (d) Ren will make available to Customer all Customer Content in an industry-standard format for fifteen (15) days, provided that after such period Ren shall have no obligation to continue to maintain Customer Content; and (e) the sections of this Agreement which by their nature would reasonably be anticipated to survive termination or expiration of this Agreement will so survive.
2. **MISCELLANEOUS.**
	1. This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to its conflicts of laws principles. Any claim, suit, cause of action, controversy, or proceeding arising out of or related to this Agreement shall only be brought in the state or federal courts located in Marion County, Indiana, and the Parties hereby consent to the exclusive personal jurisdiction of such courts. The Parties unconditionally and irrevocably waive any right to trial by jury.
	2. This Agreement incorporates all exhibits, appendices, Order Forms, SOWs, and other documents referenced hereunder, and represents the entire understanding of the Parties with respect to the subject matter herein and supersedes any and all prior agreements with respect thereto. Ren hereby expressly rejects any additional or conflicting terms and conditions found in any purchase orders or other documents provided by Customer. This Agreement may only be modified or amended in writing signed by both Parties.
	3. Except as expressly provided hereunder, all remedies provided for in this Agreement are non-exclusive. The prevailing Party in any dispute arising out of or relating to this Agreement shall be entitled to reimbursement by the other Party of its reasonable costs and expenses, including without limitation its attorneys’ fees.
	4. Except where such restriction is prohibited at law, in no event shall either Party initiate any action against the other Party pursuant to this Agreement more than two (2) years from the date the events giving rise to the claim arose.
	5. Neither Party may assign this Agreement, in whole or in part, without the other Party’s prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement upon notice to, but without the requirement of obtaining the consent of, the other Party: (a) to an Affiliate; (b) in connection with a corporate restructuring or reorganization; or (c) in connection with a merger or sale of all or substantially all of such Party’s assets. Any attempted assignment in contravention of this Section 11.5 shall be null and void. This Agreement shall be binding upon, and inure to the benefit of, each Party, and its respective heirs, successors, and permitted assigns.
	6. Any notices required under this Agreement shall be sent by email to the email address listed in the signature block below. A copy of such notices may also be hand delivered, or sent by certified mail, return receipt requested, or first-class mail to the address listed in the signature block below.
	7. Customer agrees that Ren may identify Customer as a Ren customer and use Customer’s name and/or logo in its customer lists and marketing materials. Any other use of Customer’s name and/or logo requires Customer’s prior written consent.
	8. The Parties are independent contractors of each other, and nothing herein shall be construed as creating any partnership, joint venture, or agency relationship between the Parties. Neither Party has any authority to bind the other Party to any agreements or obligations without such other Party’s prior written consent.
	9. In the event of a conflict between this Agreement and an Order Form and/or SOW, the terms of the Order Form and/or SOW shall prevail with respect to the matters covered by the applicable Order Form and/or SOW.
	10. In the event a Party suffers a Force Majeure Event, such Party shall promptly notify the other Party, and such Party shall be excused from performance under this Agreement until the conclusion of such Force Majeure Event. In the event a Force Majeure Event occurs and continues for a period of fifteen (15) days, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon notice to the Party experiencing the Force Majeure Event.
	11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and together shall cumulatively be considered one and the same instrument.
	12. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent allowed so as to incorporate the intent of the Parties, or if stricken, the remainder of this Agreement shall remain in full force and effect.