



MASTER SERVICES AGREEMENT

Version 2.1

COVER SHEET

This Cover Sheet and the Service Providing Terms and Conditions, including any schedules, annexes or appendices thereto (together the “**Agreement**”), are entered into by and between the Parties listed in the table below. Terms not defined in this Cover Sheet shall have the meaning given to them in the Service Providing Terms and Conditions.

SERVICE PROVIDER

ASOL INCORPORATED incorporated and registered in the State of Delaware, whose registered office is at **8 The Green, STE D, Dover, DE 19901**.

Service Provider's Contact:

Name: **Anastasiia Solonovich, Director**

Email: ceo@advntg.ai

CUSTOMER

[COMPANY] registered with company number **[NUMBER]**, whose office is at **[ADDRESS]** acting for its own behalf and on behalf of its

Affiliates, each of which is an intended beneficiary of the Agreement.

VAT Number: **N/A**

Customer's Contact:

Name: **[REDACTED]**

Email: **[REDACTED]**



COMMENCEMENT DATE

TERM

This Agreement shall start on the Commencement Date and continue for the period specified in the Order Form, automatically renewing for subsequent periods of 12 months each unless terminated by either Party pursuant to the terms hereof.

ORDER FORM

Order form means the list and description of services to be rendered by the Service Provider in accordance with this Agreement as contained in Schedule 1 hereto.

SLA

SLA means the Service Level Agreement as contained in Service Level Agreement section attached to this Agreement

DPA

DPA means Data Processing Agreement and can be accessed via <https://advntg.ai/data-processing-agreement>

In the event of conflict between this Cover Sheet and the attached Service Providing Terms and Conditions (“**Terms and Conditions**”), including any schedules, annexes or appendices thereto, this Cover Sheet shall prevail.

This Agreement shall become effective on the Commencement Date.

Signed for and on behalf of **Customer**:

Name: _____

Title: _____

Date: _____

Signed for and on behalf of **Service Provider**:

Name: **Anastasiia Solonovich**

Title: **Director**

Date: _____



SCHEDULE 1

ORDER FORM

1. Subject to the terms of this Agreement, the Service Provider shall provide to the Customer the following Services:

Customer and Billing Information	
Company Name:	
Company Billing Address:	
Contact Name:	
Contact Email: Finance contact: Legal contact:	

Service Name	Description	Start Date	End Date	Price	Payment Due
Ads Distribution Premium + AI Spotter [CUSTOMER]	[Billing Type]	[Start Date]	[End Date]	[Price]	[Price]
Ads Distribution Premium + AI Spotter (12 months) [CUSTOMER]	[Billing Type]	N/A	N/A	[Price]	[Price]
Total				[Total]	[Total]

- **Billing Frequency:** As specified in the Order Form.
- **Payment Terms:** Due on receipt
- All currencies and payments are in USD and are exclusive of any and all taxes and/ or deductions and/ or government charges.

SERVICE PROVIDING TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

API means a set of functions and procedures that facilitate submission of applications for access to the features or data of the System.

Applications means Customer's websites, advertisements, and mobile applications specified in an Order Form.

Code means the programming code of the Service Provider that forms part of the System.

Commencement Date means the day this Agreement becomes effective as set out in the Cover Sheet.

Confidential Information means information disclosed by (or on behalf of) one party to the other party in connection with or in anticipation of this Agreement (including the content of this Agreement) that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information (i) that the recipient already knew, (ii) that becomes public through no fault of the recipient, (iii) that was independently developed by the recipient or (iv) that was lawfully given to the recipient by a third party.

Fees means the charges payable by the Customer to the Service Provider in accordance with this Agreement and the Order Form above.

Good Industry Practice means, in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and

trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Malicious Code means viruses, worms, time bombs, Trojan horses and other similar malware, files, scripts, agents or programs.

Customer System means any information technology system or systems owned or operated by Customer (if any) which receives any data from the Service Provider in accordance with this Agreement, including Customer's data processing facilities, data files and documents needed for processing.

Customer User means any member of the Customer's personnel authorised by the Customer to access and/or use the System (in its entirety or in part) under their own unique identifier provided by the Service Provider.

Documentation shall mean implementation manuals and other policies and instructions relating to the use and operation of the Codes and Services whether in printed form, electronic form, available online, or in any other format otherwise supplied by Service Provider.

Security Feature means any key, PIN, password, token, smartcard, etc.

Subscription Package shall mean the specific Services to which Customer has subscribed and their corresponding fees and package features, including without limitation, support terms and quantity limits, provided by the Service Provider for the specified subscription package term, all as further described in an Order Form.

Support means the technical support to be provided by the Service Provider, including maintaining the System accurate, up-to-date, in good working order, and free from Malicious Code, and to restore it to normal operational conditions if unavailable.

System means a set of computer programs owned and operated by the Service Provider in order to render the services of automation of case management in advertisement and other services described in the Order Form (the "**Services**"). The System includes an interactive software tool facilitating the communication between the Service Provider and the Customer (the "**Dashboard**").

1.2 Where the expressions "include(s)", "including" or "in particular" are used in this Agreement, the list of words following them shall not be considered exhaustive.

1.3 References to clauses are to the respective clauses of this Agreement.

1.4 A reference to a party includes its successors and permitted assigns.

2. CONNECTION OF THE SYSTEM AND PROVISION OF THE SERVICES

2.1 The Service Provider shall enable connection to the System on and from the Commencement Date and shall promptly provide the Services in accordance with the specifications set out in Order Form (if any) and supply any new releases to the Customer. The Service Provider shall provide the Customer with the updated Documentation allowing the Customer to establish the connection to the System on its side.

2.2 The Customer shall register with System and open its account. The account registration information (e.g., name, company name, contact details) provided by Customer ("**Registration Information**") must be accurate, up to date and complete. Customer shall take appropriate measures to protect its account access credentials to ensure unauthorized parties do not access the account. Customer shall promptly notify Service Provider if there is any change in such Registration Information or if there is any security breach of the account.

2.3 Unless otherwise agreed upon in the Order Form, it is the Customer's burden to set up integration of the Code and of the System into the Customer's Applications, in accordance with the Documentation and solely for Customer's internal business needs.

2.4 Each party shall bear its own costs of establishing the connection provided that the Service Provider must provide the Customer with all reasonable assistance and information to achieve the connectivity in a timely manner.

2.4 The Service Provider shall, for the duration of the Term, provide the Services to Customer in accordance with Good Industry Practice, Order Form and the SLA.

3. INTELLECTUAL PROPERTY RIGHTS - OWNERSHIP AND PROTECTION

3.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Code, the System and the Services are the property of the Service Provider or its Service Providers (as the case may be) and the Customer shall have no rights in or to the Code, the System and the Services other than the right to use them in accordance with the express terms of this Agreement.

3.2 The Service Provider hereby grants the Customer a non-exclusive, royalty-free, non-transferable and non-assignable, worldwide license and right, during the Term and in accordance with the terms of the

Agreement, to use the System and any related API and software, for the purposes of enabling the Customer to receive the benefit of the Services.

3.3 Except as expressly set forth herein or as permitted by the Services, Customer shall not, and shall not permit any third party to: (a) reverse engineer or otherwise attempt to find the underlying code of the Services; (b) copy, modify, adapt, translate or otherwise create derivative works of the Codes or Services; (c) rent, lease, sell, assign, or otherwise transfer rights in the Codes or Services to any third party; (d) remove any proprietary notices or bypass any security measure of the Service Provider with respect to the Services; or (e) distribute the Code in any manner not permitted under this Agreement or the Documentation. Where the restrictions set forth in this clause are not enforceable under applicable law, Customer shall inform the Service Provider in writing prior to engaging in any of the above activities.

4. CHARGES

4.1 For provision of the Services and use of the System, including receipt of any new releases, Support, or maintenance as per the terms of this Agreement, the Customer shall pay the Service Provider charges as detailed in Order Form to this Agreement.

4.2 Unless it is stated otherwise in Order Form to this Agreement, the Service Provider shall invoice the Customer on monthly basis no later than the 10th day of the month following the reporting month, and the Customer shall pay upon the invoice within 10 business days of receipt from the Service Provider.

4.3. In case if the due payment is not made within 15 business days of receipt of the respective invoice, the Service Provider shall have the right to suspend access to the Services until the Customer makes the due payment under this Agreement. Additionally, the Service Provider shall be entitled to a penalty in the amount of 12% (twelve percent) per annum adjustable by the respective length of delay, or the maximum amount permitted by applicable law, whichever is less.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 The recipient of any Confidential Information will not disclose that Confidential Information, except to employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep such information confidential. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise rights and fulfil obligations under this Agreement; and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be

sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

5.2 The Service Provider shall guarantee the level of protection of personal data that it received at the level required by the law applicable to such personal data (including the EU General Data Protection Regulation where applicable). The regime of personal data protection is set out in DPA available via <https://advntg.ai/data-processing-agreement>

6. SECURITY FEATURES AND SUPPORT

6.1 Where the Service Provider uses Security Features in relation to the System, the Customer shall use reasonable endeavors to keep the Security Features confidential and not share the Security Features other than with the Customer Users.

6.2 The Service Provider shall provide Support in accordance with its normal business practices and Good Industry Practice.

7. LIABILITY. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL EITHER PARTY NOR ITS DIRECTORS, OFFICERS, AFFILIATES, OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFITS OR REVENUE ARISING OUT OF, OR RELATING TO, THE SERVICES OR THE ARRANGEMENTS CONTEMPLATED HEREIN.

7.2. IN ANY EVENT, SERVICE PROVIDER'S ENTIRE LIABILITY FOR THE PROVISION OF THE SERVICES OR UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF PAYMENT RECEIVED BY SERVICE PROVIDER FROM CUSTOMER IN THE 12 (TWELVE) MONTHS PRECEDING THE APPLICABLE CLAIM, IN THE AGGREGATE.

8. INDEMNITY

8.1 Indemnity by Service Provider.

Service Provider shall defend, indemnify, and hold harmless the Customer (and its Affiliates, officers, directors, and employees) from and against any and all direct damages, costs, losses, liabilities, or expenses (including court costs and reasonable attorneys' legal fees) which Customer may suffer or incur in connection with any claim, demand, action, or other proceeding by any third party arising from the Code and/or Services infringing

the intellectual property rights of a third party. If the Services are an object of an infringement claim, or Service Provider reasonably believes that the Services can be an object of an infringement claim, Service Provider may terminate this Agreement in accordance with Clause 9.3 below and in this case Service Provider shall not be bound by this indemnity duty. Shall the Customer be aware that the Services can be an object of an infringement claim, the Customer shall notify the Service Provider thereof as soon as possible, or otherwise Service Provider shall not be bound by this indemnity duty. Notwithstanding the foregoing, Service Provider shall not indemnify the Customer in respect of any claim to the extent that it is resulting from or arising out of: (a) the use of the Code or Services not in compliance with this Agreement or applicable law; (b) the combination of the Code or Services with any code, platform, or services not provided by Service Provider; (c) the modification of any Code or Services by any party other than Service Provider or in any way not expressly permitted by the Documentation; or (d) the use of any Code that is not the most up-to-date Code as made available to Customer by the Service Provider (collectively, the “**Indemnity Exclusions**”).

8.2. Indemnity by Customer.

Customer shall defend and indemnify the Service Provider (and its Affiliates, officers, directors, and employees) from and against any and all damages, costs, losses, liabilities, or expenses (including court costs and reasonable attorneys’ legal fees) which the Service Provider may suffer or incur in connection with any claim, demand, action, or other proceedings by any third party arising from: (a) any Indemnity Exclusions; or (b) breach of the Customer’s duties, representations, or warranties hereunder.

8.3. Procedure.

The obligations of either party to provide indemnification under this Agreement shall be contingent upon the indemnified party: (i) providing the indemnifying party with prompt written notice of any claim for which the indemnity is sought (provided that the indemnified party’s failure to notify the indemnifying party will not diminish the indemnifying party’s obligations under this Clause 8, except to the extent that the indemnifying party is materially prejudiced as a result of such failure); (ii) cooperating fully with the indemnifying party (at the indemnifying party’s expense); and (iii) allowing the indemnifying party to control the defense and settlement of such claim, provided that no settlement may be entered into without the consent of the indemnified party if such settlement would require any action on the part of the indemnified party other than to cease using any allegedly infringing or illegal content or services. Subject to the foregoing, an indemnified party will at all times have the option to participate in any matter or litigation with the counsel of its own selection at its own expense.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with clauses 9.2 or 9.3 this Agreement shall continue for the duration of the Term as specified in the Cover Sheet and the Order Form.

9.2 Service Provider may terminate this Agreement at any time for convenience by giving the Customer no less than 30 days prior written notice.

9.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party is in material breach of this Agreement where the breach is incapable of remedy; or (b) the other party is in material breach of this Agreement where the breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach; or (c) the other party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business; or (d) any analogous event happens to the other party in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

9.4 Effect of Termination.

9.4.1. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect. Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination. Any obligations of the parties that by their nature are intended to survive the termination or expiration of this Agreement, including the obligations of the parties in Clauses 1, 3-12 of this Agreement, shall survive any termination or expiration thereof.

9.4.2. Upon any termination of this Agreement for any reason or expiry of the Term, each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with this Agreement including all materials containing or based on the other party's Confidential Information.

9.4.3. Upon any termination or expiration hereof, Service Provider shall cease providing the Services and any fees due under the Order Form shall be payable immediately. All fees due under an Order Form are non-cancellable and non-refundable except in the case of termination by Customer pursuant to Clause 9.3 or termination by Service Provider pursuant to Clause 9.2 hereof, in which case Customer shall be entitled to a pro-rated refund of any prepaid fees for Services not yet rendered up to the date of termination.

10. WARRANTIES

Each party represents and warrants that: (a) it is duly organized under applicable law and has sufficient authority to enter into this Agreement; (b) the person entering into this Agreement is authorized to sign this Agreement on behalf of such party; (c) the execution and performance under this Agreement does not conflict with any contractual obligations such party has to any third party; (d) its services, materials, and data (including Personal Data) do not, to the best of its knowledge, infringe the intellectual property rights of any third party or violate any applicable laws and regulations; (e) it will not knowingly introduce into the other party's systems any worms, viruses, spyware, adware, or other malicious or intrusive software; and (f) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to its obligations under this Agreement. In addition, the Customer represents and warrants that it owns, or has all appropriate rights and/or licenses to, the Applications.

11. FEEDBACK

11.1 Feedback Requirement. Customer acknowledges that regular, structured, and detailed feedback is essential for the optimization of the Services. Customer shall provide feedback to the Service Provider at least once per calendar month, or upon reasonable request, in a mutually agreed format. Failure to provide feedback as required may result in the suspension of Services until compliance is achieved.

11.2 Format and Delivery. Feedback shall be provided in a structured format as reasonably requested by the Service Provider, including but not limited to written reports, surveys, scheduled meetings, or any other method agreed upon by the parties. Customer shall ensure that such feedback is clear, relevant, and includes specific insights regarding the use and impact of the Services.

11.3 Use of Feedback. Customer grants the Service Provider a non-exclusive, worldwide, royalty-free, irrevocable, and perpetual right to use, analyze, and incorporate the feedback provided for the purpose of improving, developing, and enhancing the Services, provided that such use does not disclose Customer's Confidential Information as defined in Section 5 of this Agreement.

11.4 Confidentiality. Except as otherwise agreed in writing, all feedback provided by Customer shall be deemed non-confidential and may be used by the Service Provider without restriction. However, Service Provider shall not attribute feedback to Customer in a manner that discloses Customer's proprietary or sensitive information without prior written consent.

12. GENERAL

12.1 Neither party will be liable for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is a result of any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

12.2 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties. Failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such (or any other) right or remedy.

12.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement; and (a) the parties shall immediately commence good faith negotiations to remedy such invalidity; and (b) the validity and enforceability of the other provisions of the Agreement as applicable shall not be affected.

12.4 This Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of this Agreement at any time before its signature other than those which are set out in this Agreement.

12.5 Except as expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits in favor of any person other than the parties to this Agreement. Except as expressly stated otherwise, nothing in this Agreement shall create an agency, partnership or joint venture of any kind between the parties. Neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

12.6 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other such consent not to be unreasonably withheld save that either party can assign to an acquirer of all or substantially all of the assets of a party without the consent of the other.

12.7 Affiliate Companies.

12.7.1 Any rights and Services under this Agreement may be transferred to the Customer's Affiliate Companies (the "**Affiliates**"). For the purpose of this Agreement, Customer's Affiliates shall pertain to any entity directly or indirectly related by shares or persons to the Customer.

12.7.2 Customer shall ensure that the Affiliates complies with essentially the same obligations as are imposed on the Customer by Clauses 3 (Intellectual property rights), 5 (Confidentiality and data protection), and 6 (Security features and support) of the Terms and Conditions of the Agreement.

12.7.3 In respect of any personal data shared under this Agreement, the Customer and the Affiliates shall be considered and act as joint controllers as defined under Art. 26 of the General Data Protection Regulation (GDPR), determining the purposes and means of personal data processing.

12.7.4 For the purposes of data protection legislation, the Service Provider shall be the data processor acting on behalf of the controllers. The Affiliates and the Service Provider shall have the same obligations and rights in relation to personal data processing as described in the Data Processing Agreement via <https://advntg.ai/data-processing-agreement>.

12.7.5 For clarity, the Customer shall be fully liable to the Service Provider for any Affiliate's behavior detrimental to the Customer's duties set forth in Clauses 4 (Charges), 7 (Liability. Limitation of Liability), 8 (Indemnity), 9 (Term and Termination) and 12 (General) of the Terms and Conditions of the Agreement.

12.7.6 If the Service Provider reasonably believes that the above detrimental behavior has occurred then the Service Provider reserves the right to suspend or terminate, at its own discretion, all access to the System and/or the Services for such Affiliate, and the Customer shall ensure that such Affiliate ceases all use of the System, the Services and any data generated in the course of the Services' provision.

12.8 **Publicity.** Each party is only permitted to make public announcements and/or publish written materials concerning the other party and/or the existence and nature of the business relationship between the parties if the other party has given its prior written consent to the content of such an announcement or the text of such a written material, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. However, notwithstanding this and Clause 3 of this Agreement, each party may freely use the other party's trademarks (including logos) for promotional purposes and for publicly identifying such other party as its counterparty, including installing such trademarks on the web-site and other marketing materials. Specifically each party may use names and surnames of each other's high ranking officers with their feedback in such promotion materials, provided that these names, surnames, ranks and their feedback are true and correct. Additionally, Customer agrees that the Service Provider may request a case study highlighting the collaboration and success metrics, which Customer shall consider in good faith.

12.9 All notices must be in English, in writing, addressed to the other party's primary contact and sent to their then current postal address or email address or other address as either party has notified the other in accordance with this clause. All notices shall be deemed to have been given on receipt as verified by written or automated receipt or electronic log (as applicable).

12.10 The parties shall: (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (ii) not engage in any activity, practice or conduct which would constitute an offence under all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

12.11 This Agreement and all disputes and claims arising out of or in connection with it are governed by laws of Delaware. With the sole exception of any application for injunctive relief, the parties irrevocably agree that the courts of Delaware have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement (including their subject matter or formation).