



UPPER QUADRANT, INC. DATA USE AGREEMENT

This Data Use Agreement (“DUA”) is effective as of _____, 2021 (the “Effective Date”) by and between Upper Quadrant, Inc. (“UQ”) a Delaware corporation located at 1930 Isaac Newton Sq. W, Suite 200C, Reston, VA 20190 and _____ (“Retailer”).

1. **Description and Scope.**

Retailer will provide UQ with access to its’ data for specific uses in predefined and preapproved initiatives. Automated access to the Retailer data will be managed within UQ’s Cadence application. Retailer will be asked to approve in advance specific uses of its data as prescribed within the UQ application. Retailer must authorize the use of its data within Cadence by indicating approval on a project-by-project basis. Retailer may at its sole discretion at any time and for any reason discontinue sharing of its data for any or all individual named projects.

2. **Data and Privacy.** UQ acts as an intermediary in the aggregation of certain data from multiple retailers and other sources. Shared data will **not** include any Personal Identifiable Information (PII) customer and prospect records that the retailer believes is essential in keeping confidential as part of their ongoing business. Both parties agree that transparency around data usage is paramount and UQ will convey the information below to Retailer. Each party within their respective control agrees to the following conditions around data use:

- 100% Transparency regarding how data is to be used.
- Retailer opts-in – they own and control their data and can opt-out at any time.
- Retailer controls who they share with and what data is shared.
- 100% compliance with consumer privacy and protection laws and regulations
- All data automatically encrypted (using AES 256 strong encryption) and site access controlled through IP allow and block lists.
- Multi-Factor authentication enforced for everyone.
- The Retailer owns their data respectively and UQ will have license use rights to the data.

3. **Representations and Warranties.** UQ represents and warrants that it will perform its services in a professional manner and in accordance with the highest standards of the industry. Both Parties represent and warrant that each will comply with all laws, rules, and regulations applicable to the operation of its respective business and the agreed upon services and deliverables will comply with all applicable Laws.

4. **Term.** The term of this DUA will be for one-year renewing automatically in successive one-year terms unless either party terminates this Agreement.

5. **Limited License.** To the extent necessary for UQ to provide the Services and Deliverables, Retailer hereby grants to UQ during the term of the applicable DUA, a limited, personal, nonexclusive, nontransferable, non-assignable, non-sublicensable and revocable license to reproduce and use the content, data, information, materials and items (including trademarks, video, images, advertisements, texts, audio and other copyright works, software, tools, technologies or other functional items) provided or made accessible by Retailer to UQ pursuant to this Agreement solely for purposes of and strictly as necessary for providing the Services in accordance with this Agreement.

6. **Confidentiality.** For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential (“Confidential Information”). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a “need to know” basis. Either party may disclose Confidential Information on a need-to-know basis to those who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other because of any other relationship between the parties other than during performance under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.
7. **No Assignment.** Neither party may assign this Agreement or delegate any duties hereunder without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.



This Agreement has been executed by an authorized representative of each party on the date set forth below intending it to be effective as of the Effective Date.

Upper Quadrant, Inc.

Name
Printed: _____

Signature: _____

Title: _____

Date: _____

Address: Upper Quadrant, Inc.
1930 Isaac Newton Sq. W, STE 200-C
Reston, VA 20190
Attn: Bill Vance

Retailer

Name
Printed: _____

Signature: _____

Title: _____

Date: _____

Address: _____

