KOCHAVA 🛧

SEARCH ADS MAVEN FREE TRIAL TERMS AND CONDITIONS

Your use of the Platform is governed by this Search Ads Maven Free Trial Terms and Conditions ("*Agreement*"). This Agreement serves as the contractual agreement between you ("*Company*") and Kochava Inc., a Delaware corporation ("*Kochava*"). This Agreement is effective as of the date Company activates its account ("*Effective Date*"). Kochava and Company may be referred to herein collectively as the "*Parties*" and individually as a "*Party*."

By signing this Agreement, electronically or otherwise, or by accessing or using the Platform (defined in Section 1.1), Company agrees to be bound by this Agreement and all terms and conditions incorporated by reference. If you do not agree to the following terms and conditions, do not access or use the Platform.

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BACKGROUND

Kochava provides a proprietary product offering, "*Search Ads Maven*," which enables marketers to optimize Apple Search Ads keyword targeting.

WHEREAS, Kochava desires to provide Search Ads Maven to Company, and Company desires to grant Kochava the necessary licenses to provide such product offering, but only under the terms and conditions of this Agreement.

WHEREAS, Company desires to acquire access to Kochava's Search Ads Maven product offering, and Kochava desires to grant Company the necessary licenses to receive and utilize such product offering, but only under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, and for other good and valuable consideration, the Parties hereby agree as follows:

1.0 PLATFORM

1.1 <u>KOCHAVA LICENSE</u>. Kochava hereby grants a limited, non-exclusive, non-transferable, revocable license to Company and its Affiliates during the Term (defined in SECTION 7.1) to access and use the Platform for all services selected by Company on EXHIBIT A (TIER GUIDE & PRICING), subject to the limitations of this Agreement. "*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Company. "*Platform*" means the web-based platform available at searchadsmaven.com through which Company can gain access to the services provided for under this Agreement, namely, the Search Ads Maven product offering. Furthermore, Kochava shall make available and license to Company all application program interfaces ("*API*") necessary for Company to fully exercise the rights and licenses granted hereunder.

1.2 <u>Account Registration</u>. Company must create a user account to access and use the Platform ("*User Account*"). The online registration process requires Company to create a username and password. Company is solely responsible for all activities occurring under its User Account and for maintaining the confidentiality and security of its username and password.

1.3 <u>MODIFICATION OF PLATFORM</u>. Kochava makes continuous improvements to the Platform and will notify Company in the event of any material modification. Kochava reserves all rights to modify the Platform in its sole discretion, provided that Kochava shall not materially reduce the functionality or performance of the Platform. Company acknowledges if it instructs the Platform to use a newly added feature following the Effective Date for which Kochava typically charges its customers additional fees, then Company's use of the feature may be subject to additional fees upon notice by Kochava.

1.4 <u>SERVICE</u> <u>LEVELS</u>. Refer to <u>https://www.kochava.com/support-privacy/#SLS</u> for the Kochava service level standards. Kochava shall not materially reduce the service level standards.

1.5 PROHIBITED ACTIVITIES. Company shall not: (i) allow a third party to access or use its User Account without prior authorization from Kochava; (ii) share any documentation, data, or insight derived from its use of the Platform with an unauthorized third party, other than service providers to Company and its Affiliates; (iii) create, or undertake to create, a product or service that may compete with, or replicate the functionality provided by, the Platform; (iv) assist, or undertake to assist, a third party in the creation of a product or service that may compete with, or replicate the functionality provided by, the Platform; (v) use the Platform in any manner that may damage, disable, overburden, or impair the Platform, regardless of foreseeability; (vi) use the Platform in any manner that may give rise to civil or criminal liability or other damages, including without limitation, capturing, handling, or otherwise processing Sensitive Information sending or delivering unsolicited bulk or commercial messages, or using the Platform for an illegal purpose or activity; or (vii) use the Platform for any purpose not expressed and intended by this Agreement. "Sensitive Information" means information that is

deemed sensitive by applicable law or the Digital Advertising Alliance (e.g. passwords, authentication credentials, credit card, social security, driver's license numbers).

1.6 <u>RESERVATION OF RIGHTS</u>. Kochava reserves the right to refuse Company access to the Platform or terminate this Agreement if Kochava reasonably determines Company engaged in any of the activities described in SECTION 1.5 (PROHIBITED ACTIVITIES).

2.0 COMPANY ACCOUNTS & DATA

2.1 COMPANY ACCOUNT LICENSE. TO utilize Search Ads Maven, Kochava must have access to certain account and login credentials held by Company for various Company accounts (e.g., Company's Apple account, AppTweak account, etc.) (collectively, "Company Accounts"). Company hereby grants a limited, non-exclusive, non-transferable, royalty-free, revocable license to Kochava to access and use all necessary Company Accounts for the sole purpose of providing Search Ads Maven and related services via the Platform. Kochava has no rights in or to any Company Accounts not expressly authorized under this Agreement. As between Company and Kochava, all Company Accounts and associated login credentials belong to, and remain the exclusive property of, Company at all times.

^{2.2} <u>COMPANY ACCOUNT CREDENTIALS</u>. Company shall provide Kochava with all necessary rights, licenses, and account information, including login credentials, to access and use the Company Accounts as set forth in Section 2.1 (COMPANY ACCOUNTS).

<u>2.3</u> <u>COMPANY DATA LICENSE</u>. In providing Search Ads Maven to Company, Kochava will process certain data associated with Company Accounts or otherwise provided by Company to Kochava ("Company Data"). Company hereby grants a limited, non-exclusive, non-transferable, royalty-free, revocable license to Kochava to access and process the Company Data as necessary and for the sole purpose of providing Search Ads Maven and related services via the Platform.

3.0 OWNERSHIP

3.1 <u>PLATFORM & KOCHAVA MARKS</u>. Kochava is the sole and exclusive owner of the Platform. Kochava owns or licenses the Kochava Marks. "*Kochava Marks*" means trademarks, trade names, domain names, and logos of Kochava, and related intellectual property. The Platform and Kochava Marks are protected by applicable intellectual property and other laws. Kochava reserves all rights, title, and interest in the Platform, the Kochava Marks, and all intellectual property rights not expressly granted under this Agreement.

3.2 <u>COMPANY MARKS</u>. Company is the sole and exclusive owner of all Company-owned or licensed trademarks, trade names, domains names, and logos ("*Company Marks*"). Kochava explicitly disclaims any ownership in Company Marks. Company reserves all rights, title, and interest in all Company Marks and intellectual property not expressly granted under this Agreement. 3.3 <u>THIRD-PARTY</u> TRANSFER. Kochava shall not transfer Company Data to any third party unless Company specifically instructs the Platform to do so. If Company instructs the Platform to transfer Company Data to a third party (e.g. through APIs to Apple Search Ads, etc.), then Company acknowledges and agrees all third party use thereof is solely governed by the contractual obligations between third party and Company. Kochava disclaims all liability for any such third-party use of Company Data.

4.0 CONFIDENTIAL INFORMATION

4.1 <u>CONFIDENTIAL INFORMATION</u>. Confidential Information means any nonpublic information or material pertaining to a Party's business, whether or not marked "proprietary" or "confidential." Confidential Information includes, without limitation, Company Data, Company Account information, the Platform, this Agreement and its terms, all business processes and technical information, and all other information the receiving Party should reasonably understand to be confidential. The confidentiality obligations set forth in this SECTION 4.0 survive the termination or expiration of this Agreement for two years.

4.2 <u>OWNERSHIP</u>. All Confidential Information is, and remains, property of the disclosing Party. Unless expressly granted herein, no license or rights to the disclosing Party's Confidential Information is granted or implied hereunder.

4.3 DISCLOSURE. The Parties shall only use or disclose Confidential Information on a need-to-know basis for the limited purposes of performing their obligations under this Agreement, using the Platform, or exercising their rights granted hereunder. If either Party engages the services of a third party relating to such performance, use, or rights, then the Party shall require the third party to be bound by a non-disclosure agreement of equal or greater force than that required of the Parties under this Agreement. The Parties may disclose Confidential Information in response to a judicial or governmental requirement or order, provided that (i) the receiving Party has given the disclosing Party reasonable prior notice, (ii) the receiving Party reasonably cooperates with the disclosing Party so it may object or seek a protective order or other appropriate remedy, and (iii) the receiving Party in any event discloses only that portion of the Confidential Information that it is legally required to disclose.

4.4 <u>Non-ConFIDENTIAL</u> INFORMATION. For purposes of this Agreement, Confidential Information does not include information that: (i) enters the public domain (other than as a result of a breach of this Agreement); (ii) was in the receiving Party's possession prior to its receipt from the disclosing Party; (iii) is independently developed by or on behalf of the receiving Party without the use of or reference to the disclosing Party's Confidential Information; (iv) is obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; or (v) is derived from aggregated, anonymized, and de-identified row-level Click data that does not identify Company or its users (either expressly or implicitly).

5.0 PRIVACY

5.1 <u>PRIVACY POLICY</u>. Kochava's publicly accessible privacy policy (<u>www.kochava.com/support-privacy/</u>) is incorporated into and made part of this Agreement. Kochava will comply with its privacy policy and all applicable privacy and data protection regulations and laws. Kochava acknowledges that it is under a continuing obligation to modify and update its privacy practices with respect to the treatment of Company Data and will reasonably cooperate with Company to execute additional agreements as required by Company to comply with such privacy obligations.

5.2 <u>DATA PROCESSING POLICY</u>. Kochava's publicly accessible data processing policy (<u>www.kochava.com/data-processing-policy/</u>) is incorporated into and made part of this Agreement. Kochava shall not modify its data processing policy in a manner that is materially adverse to Company; if, notwithstanding the foregoing, Kochava makes any such materially adverse change, such change shall not be binding on Company.

5.3 <u>GDPR</u>. Kochava will abide by the data processing requirements under the EU General Data Protection Regulation.

6.0 FEES & PAYMENT

6.1 FEES & PAYMENT. Company shall make payment to Kochava based upon the pricing set forth on EXHIBIT A (TIER GUIDE & PRICING). Following the first day of each month, Kochava will email (unless otherwise instructed) an accurate invoice to the Accounting Representative listed on Page 1 of this Agreement for the fees incurred by Company during the previous calendar month. All amounts invoiced to Company by Kochava in accordance with this SECTION 6.0 are payable within seven days of delivery of the invoice ("Due Date"). If Kochava delivers an invoice via email, then the invoice is deemed delivered to Company on the date sent by Kochava. If Company fails to pay an invoice in full by the Due Date, Kochava will notify the Accounting Representative. If any invoice remains unpaid thirty days following such notice, then Company grants Kochava a perpetual, irrevocable, royalty-free, fully-paid, the unrestricted license to use Company Data. Notwithstanding the foregoing, Company remains liable for an invoice until it is paid in full. Kochava reserves all rights to collect payment.

6.2 <u>ONGOING LIABILITY</u>. Notwithstanding any cessation of Company's use of the Platform, Company remains liable, and Kochava shall continue to invoice Company, for all fees set forth on EXHIBIT A (TIER GUIDE & PRICING) unless Company provides notice of termination pursuant to SECTION 7.0 (TERM & TERMINATION).

6.3 <u>Access Suspension</u>. Without limiting this SECTION 6.0, Kochava may suspend Company access to the Platform during such time that an invoice remains unpaid following its Due Date ("*Suspension Period*"). Kochava may, in its sole discretion, continue to perform the services during the Suspension Period. Notwithstanding the foregoing, Company will continue to incur the fees set forth on EXHIBIT A (TIER GUIDE & PRICING) during the Suspension Period. Following receipt of payment in full, Kochava may, in its sole discretion, reinstate Company access to the Platform or terminate this Agreement pursuant to Section 7.3 (TERMINATION FOR CAUSE).

6.4 <u>TAXES</u>. Each Party is responsible for taxes based on its net income or gross receipts. Company is responsible for all sales, use, excise, and all other taxes derived from the fees listed on EXHIBIT A (TIER GUIDE & PRICING).

7.0 TERM & TERMINATION

7.1 <u>TERM</u>. This Agreement begins on the Effective Date and continues in effect for 30 days ("*Trial Term*"), upon which time this Agreement automatically terminates, unless the Parties enter into a separate, signed agreement extending the Agreement for additional terms (each, a "*Renewal Term*"). Either Party may terminate this Agreement at any time during the Trial Term with written notice to the non-terminating Party. Either Party may terminate this Agreement upon the expiration of any Renewal Term by providing the non-terminating Party with advance, written notice of termination no fewer than thirty days prior to the expiration of the Renewal Term then in effect. The Trial Term and the Renewal Term (if any) are herein referred to collectively as the "*Term*."

7.2 <u>SERVICE PLAN & PRICING CHANGES</u>. Company may upgrade its service plan at any time upon request; however, Company may not downgrade its service plan without Kochava's written approval. Kochava reserves the right to modify the pricing as shown on EXHIBIT A (TIER GUIDE & PRICING) upon or following expiration of the Term with thirty days' written notice to Company.

7.3 TERMINATION FOR CAUSE. Without limiting Section 6.3 (ACCESS SUSPENSION) OF SECTION 1.6 (RESERVATION OF RIGHTS), either Party may terminate this Agreement if the other Party breaches any material provision of this Agreement and has not cured the breach within ten days following receipt of written notice of the breach from the non-breaching Party. If Kochava removes a feature from the Platform from which Company derives twenty percent or more of its monthly billing activity, then Company may terminate this Agreement for cause by delivering thirty days' advance written notice to Kochava. If Company provides notice of breach pursuant to this SECTION 7.3, then Kochava shall continue to provide Company with access to and use of the Platform hereunder until termination is effective, in which case Kochava shall thereafter invoice Company in accordance with SECTION 6.1 (FEES & PAYMENT) for services provided through the date of Company's notice of breach but which have not otherwise already been invoiced. If Kochava provides notice of breach pursuant to this SECTION 7.3 and terminates this Agreement for failure to cure such breach, then Company is liable for the fees set forth on EXHIBIT A (TIER GUIDE & PRICING) throughout the remainder of the Trial Term or Renewal Term then in effect.

7.4 <u>TERMINATION WITHOUT CAUSE</u>. If Company terminates this Agreement without cause, then Company is liable for the fees set forth on EXHIBIT A (TIER GUIDE & PRICING) throughout the

remainder of the Trial Term or Renewal Term then in effect. If Kochava terminates this Agreement without cause, then Company is only liable for the fees incurred through the effective date of termination.

7.5 <u>OTHER TERMINATION RIGHTS</u>. Either Party may terminate this Agreement with thirty days' written notice to the non-terminating Party if at any time a Party: (i) becomes insolvent; (ii) is voluntarily or involuntarily named in a filing for bankruptcy; (iii) undergoes any assignment for the benefit of creditors; or (iv) undergoes dissolution. Upon such termination, Company shall pay Kochava all fees Company incurred up to the effective date of termination or expiration.

7.6 <u>REFUNDS</u>. In the event Company terminates this Agreement pursuant to SECTION 7.3 (TERMINATION FOR CAUSE) or SECTION 7.5 (OTHER TERMINATION RIGHTS), Company is entitled to a pro-rata refund of the payments made for services it did not receive, if any.

7.7 <u>SURVIVAL</u>. SECTIONS 3.0, 4.0, 6.0, 7.7, 9.0, 10.0, 11.0, and 12.0 survive the expiration or termination of this Agreement.

8.0 INFORMATION SECURITY

8.1 <u>INFORMATION SECURITY</u>. Kochava is ISO 27001-certified. A qualified third party audits Kochava against the ISO/IEC 27001:2013, which encompasses security practices throughout all levels of the organization. Refer to <u>www.kochava.com/support-privacy/#ISS</u> for further information regarding the Kochava InfoSec policy.

9.0 REPRESENTATIONS; WARRANTIES; DISCLAIMER

9.1 KOCHAVA REPRESENTATIONS. Kochava represents that: (i) it has the authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted in this Agreement to Company; (ii) the Platform, and the use thereof, does not infringe, violate, or misappropriate any confidentiality obligation or intellectual property rights of any person or entity; and (iii) the Platform conforms in all material respects with the descriptions provided hereunder and those descriptions sufficiently describe the features and functionalities of the Platform.

9.2 <u>Kochava Warranties</u>. Kochava warrants that: (i) it will process Company Data in conformance with applicable laws and privacy regulations; (ii) the Platform will operate and function on a 99.99% uptime basis in all material respects in conformance with its service level policy; and (iii) the Platform will not contain spyware, viruses, or any other malicious code.

9.3 <u>COMPANY REPRESENTATIONS</u>. Company represents that: (i) it has the authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted in this Agreement to Kochava; (ii) all Company Data was obtained and is possessed in accordance with all applicable laws and privacy regulations; (iii); Company Data does not contain any Sensitive Information; (iv) Company Data does not contain any information that infringes, violates, or misappropriates any confidentiality obligation or intellectual property rights of any person or entity; and (v) it complies with all applicable laws and privacy regulations.

9.4 <u>COMPANY WARRANTIES</u>. Company warrants that throughout the Term: (i) it will limit its use of the Platform pursuant to SECTION 1.5 (PROHIBITED ACTIVITIES); (ii) it will comply with all applicable laws and privacy regulations; (iii) if any of its products or services target children, then Company will adhere to the Children's Online Privacy Protection Act of 1998 (COPPA); and (iv) if it uses the Platform in conjunction with media purchased on Facebook, then Company will comply with Facebook's terms of use and privacy policy.

9.5 <u>Disclaimer of Warranties</u>. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH PARTY HERETO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

10.0 INDEMNIFICATION

10.1 <u>MUTUAL INDEMNIFICATION</u>. Each Party shall indemnify, defend at its own cost and expense, and hold the other Party (including its Affiliates and each of their respective officers, directors, employees, and agents) harmless from and against all third party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees) arising out of any claim that, taking the claimants allegations to be true, would result in the indemnifying Party's: (a) gross negligence or willful misconduct in performing any of its obligations under this Agreement; or (b) material breach of any of its representations or warranties set forth in SECTION 9.0.

10.2 <u>CONDITIONS</u>. The indemnified Party must: (a) provide the indemnifying Party with all reasonable assistance, and (b) give the indemnifying Party sole control of the defense and settlement of the matter, provided that, unless such settlement unconditionally releases the indemnified Party of all liability, the indemnifying Party may not settle any matter without the indemnified Party's written consent, which will not be unreasonably withheld.

11.0 LIMITATION OF LIABILITY

11.1 <u>No GUARANTEE</u>. Kochava does not guarantee: (i) any particular outcome as a result of the use of the Platform; (ii) the Platform will meet all expectations of Company; or (iii) the Platform will be entirely error-free.

11.2 LIMITATIONS. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 10.0 (INDEMNIFICATION) AND LIABILITY AND DAMAGES ARISING OUT OF A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NO PARTY HERETO IS LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES.

11.3 <u>Aggregate Liability Limitation</u>. With the exception of a Party's indemnification and defense obligations under Section 10 (INDEMNIFICATION) and liability and damages arising out of a

Party's fraud, gross negligence or willful misconduct, in no event shall a Party's aggregate liability to the other Party pursuant to this Agreement exceed the amounts, if any, actually paid by Company to Kochava in the three-month period prior to the event giving rise to the liability.

12.0 GENERAL

12.1 <u>GOVERNING LAW</u>. To the fullest extent permitted by law, this Agreement is governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law principles or provisions.

12.2 <u>DISPUTE RESOLUTION</u>. The Parties shall submit all disputes, controversies, or claims arising out of or relating to this Agreement to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Spokane, Washington. One arbitrator shall finally determine the arbitration, and judgment on the award rendered may be entered in any court of competent jurisdiction.

12.3 <u>DISPUTE LIMITATION</u>. With the exception of a claim relating to SECTION 6.1 (FEES & PAYMENT), the Parties must file any claim arising out of or relating to this Agreement or the use of the Platform within one year after the event giving rise to it, or the claim is forever barred.

12.4 <u>SEVERABILITY</u>. If a court of competent jurisdiction or an arbitrator holds or deems any provision of this Agreement to be invalid or unenforceable, then that provision is deemed to have been deleted from this Agreement, while the remaining provisions of this Agreement remain in full force according to its terms.

12.5 <u>RELATIONSHIP BETWEEN THE PARTIES</u>. The Parties acknowledge and agree that their employees, agents, and contractors, are independent contractors, rather than agents or employees of the other Party. Nothing herein creates an employment, joint venture, agency, or partnership relationship between the Parties.

12.6 <u>NON-SOLICITATION</u>. Company acknowledges that it is reasonable to refrain from soliciting for employment any employee of Kochava during the Term and for a period of one year thereafter; therefore, it agrees to not solicit any employee of Kochava during such time.

12.7 <u>MARKETING RIGHTS.</u> For the limited purpose of promoting the Platform, Company provides Kochava marketing rights to use the Company's name, logo, or other information in public promotion. Such marketing rights include: (i) use of Company's name and logo among lists of Kochava customers on the Kochava website; (ii) use of Company's name and logo, with a brief description of the products, solutions, and services furnished hereunder, on marketing materials and the Kochava website; (iii) case studies with Company name and logo, highlighting benefits to Company resulting from deployment of products, solutions and services; (iv) a press release announcing Company's selection of Kochava within 30 working days of the Effective Date; (v) references to Company's use of Kochava solutions in promotional materials, including press

releases, images, solution descriptions, interviews, and published articles and reports.

12.8 <u>Assignment</u>. Except as a result of a sale or transfer of a Party's voting control, neither Party may, without the prior written consent of the other Party, whose consent shall not be unreasonably withheld: (i) assign this Agreement, (ii) assign any of its underlying rights, or (iii) delegate any of its underlying duties. Any assignment or delegation in the absence of the other Party's prior written consent is void.

12.9 <u>MODIFICATION & WAIVER</u>. From time to time, Kochava may modify this Agreement by posting any such modifications at the following URL: https://www.kochava.com/license-service-agreement/.

Notwithstanding this Section 12.9, the Parties acknowledge and agree that posting changes at the aforementioned URL satisfies the requirement, if any, to provide notice to Company. Company may not modify this Agreement without the prior written consent of Kochava. Any modification by Company without prior written consent from Kochava is void. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy. A waiver of one provision is not a waiver of any other provision. A waiver does not operate as a waiver of any future event.

12.10 <u>HEADINGS; INTEGRATION; COUNTERPARTS</u>. The section headings in this Agreement do not define or limit the scope of their associated provisions. This Agreement, together with all EXHIBITS hereto, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous written or oral agreements, conditions, or understandings

between the Parties. The terms and conditions of this Agreement supersede all conflicting terms or conditions included in any invoice or ordering document. This Agreement may be executed in counterparts, each of which is deemed an original, and both of which, when taken together, constitutes one and the same instrument.

FORCE MAJEURE. If a Party delays or fails to perform 12.11 its obligations under this Agreement as a result of events beyond the Party's reasonable control, then the Party is not liable to the other Party for the delay or failure. Such events include, without limitation, acts of God, natural disasters, vandalism. strikes. national emergencies, terrorism. governmental acts, computer hacking, and internet, network, and telecommunications failure. Each Party will use reasonable efforts to mitigate the impact of a force majeure event impeding its performance hereunder.

12.12 NOTICES. Company shall deliver all required notices or communications under this Agreement to Kochava at the following physical or electronic address: Kochava Inc., 201 Church St., Sandpoint, ID, 83864, Attn: Legal; legal@kochava.com. Kochava shall deliver all required notices or communications under this Agreement to Company at the electronic address provided by Company at the time it registers its account on the Site. Notices and communications are deemed delivered to the receiving Party on the date sent by the sending Party. For purposes of this Agreement, an electronic communication has the same force and effect as a signed, physical writing.

12.13 <u>INCORPORATION OF EXHIBITS</u>. Each reference to the "Agreement" includes and incorporates EXHIBIT A, attached hereto.

This Agreement was last updated April 19, 2023

EXHIBIT A TIER GUIDE & PRICING

Monthly Minimum	Rate (% of Apple Search Ads Spend)
\$0.00	0.0%

Free Trial Term	Expires 30 days post Effective Date	
Payment Terms	Net 7	