

**FREE TRIAL TERMS AND CONDITIONS**

Your use of the Platform is governed by this 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 2.1), 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. Unless otherwise provided herein, all capitalized terms used in this Agreement have the meaning ascribed to them on EXHIBIT A (EXPLANATION OF FEATURES & FEES).

**BACKGROUND**

WHEREAS, Kochava desires to perform data solutions services for Company, and Company desires to grant Kochava the necessary licenses to perform such services, but only under the terms and conditions of this Agreement.

WHEREAS, Company desires to acquire data solutions services from Kochava, and Kochava desires to grant Company the necessary licenses to receive and utilize such services, 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 SERVICES

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1.1 SERVICES. Kochava shall provide Company with the Services during the Trial Term. “**Services**” means all services that Kochava provides pursuant to this Agreement, as accessed by Company for trial purposes through the Platform.

## 2.0 PLATFORM

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2.1 KOCHAVA LICENSE. Kochava hereby grants a limited, non-exclusive, non-transferable, revocable license to Company and its Affiliates during the Term (defined in SECTION 8.1) to access and use the Platform for the Services, 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, collectively, all Kochava technology necessary to perform the Services, which may include SDKs, Sites, and Clear-Labeled Endpoints. “**SDKs**” means software development kits. “**Site**” means a web-based platform through which Company can gain access to the Services. “**Clear-Labeled Endpoints**” means the software enabling Kochava to collect certain Impression, Click, and Conversion (each defined in Exhibit A) data necessary to perform the Services. 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.

2.2 ACCOUNT REGISTRATION. 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.

2.3 MODIFICATION OF PLATFORM. 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.

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

2.5 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).

2.6 RESERVATION OF RIGHTS. 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 2.5 (PROHIBITED ACTIVITIES).

## 3.0 COMPANY DATA & COMPANY ACCOUNTS

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3.1 COMPANY DATA LICENSE. Company hereby grants a limited, non-exclusive, non-transferable, royalty-free, revocable license to Kochava to collect, process, and use Company Data for the purpose of providing the Services via the Platform and to advertising networks, publishers, demand side platforms, and other third-party partners that have a partnership with, both, Kochava and Company. “**Company Data**” means all data provided or made available by or on behalf of Company to Kochava as necessary for Kochava to perform the Services; Company Data may include (i) data received via SDK, a server-to-server (“**S2S**”) integration, Clear-Labeled Endpoints, APIs, Company’s third-party partners, or any other means in connection with this Agreement, and (ii) data associated with Company Accounts. Kochava has no rights in or to any Company Data not expressly authorized under this Agreement. All Company Data belongs to, and remains the exclusive property of, Company at all times. Kochava expressly disclaims any ownership in Company Data.

3.2 COMPANY DATA PROCESSING. In order to utilize the Platform, Company may need to integrate the Kochava SDK into Company’s applications or engineer an S2S integration between Company and Kochava. Company configures the SDK to collect only that data which Company intends Kochava to process. Similarly, Company determines which data elements it transfers to Kochava for processing via S2S. As a result, Company acknowledges and agrees that it, not Kochava, determines the composition of Company Data which Kochava processes.

3.3 COMPANY ACCOUNTS. In order to utilize the Platform, Kochava may need 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 the 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.

3.4 **COMPANY ACCOUNT CREDENTIALS.** 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 3.3 (COMPANY ACCOUNTS).

3.5 **SDK REMOVAL.** Within a reasonable time following termination or expiration of this Agreement, but in no case more than thirty days, Company shall remove all Kochava SDKs from all of its applications. Company acknowledges and agrees that Kochava is under no obligation whatsoever to continue collecting or processing Company Data following termination or expiration of this Agreement.

3.6 **REMOVAL OF COMPANY DATA.** Company may extract or delete Company Data from the Platform at any time during the Term or within thirty days following the termination or expiration of this Agreement. In the event Company is unable to extract or delete its Company Data through no fault of Company, Kochava will provide Company with reasonable assistance to do so.

#### **4.0 OWNERSHIP**

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4.1 **PLATFORM & KOCHAVA MARKS.** 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.

4.2 **COMPANY MARKS.** 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.

4.3 **THIRD-PARTY 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. sending postbacks to a network, 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.

#### **5.0 CONFIDENTIAL INFORMATION**

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5.1 **CONFIDENTIAL INFORMATION.** 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, 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 5.0 survive the termination or expiration of this Agreement for two years.

5.2 **OWNERSHIP.** 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.

5.3 **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.

5.4 **NON-CONFIDENTIAL 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).

#### **6.0 PRIVACY**

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6.1 **PRIVACY POLICY.** Kochava’s publicly accessible privacy policy ([www.kochava.com/support-privacy/](http://www.kochava.com/support-privacy/)) 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.

6.2 DATA PROCESSING POLICY. Kochava's publicly accessible data processing policy ([www.kochava.com/data-processing-policy/](http://www.kochava.com/data-processing-policy/)) 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.

6.3 GDPR. Kochava will abide by the data processing requirements under the EU General Data Protection Regulation. Kochava is a certified participant in the EU-U.S. Privacy Shield and will adhere to its framework and principles.

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## 7.0 FEES & PAYMENT

7.1 FEES & PAYMENT. Company will not incur any fees during the Trial Term (defined in Section 11.1).

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## 8.0 TERM & TERMINATION

8.1 TERM. This Agreement begins on the Effective Date and continues in effect for a period of 30 days ("**Trial Term**"), upon which time this Agreement will automatically terminate. Either Party may terminate this Agreement at any time during the Trial Term by providing the non-terminating Party with written notice of termination.

8.2 SURVIVAL. SECTIONS 2.4, 2.5, 3.2, 4.3, 5.3, 5.5, 6.3, 7.0, 8.0, 10.0, 11.7, 13.0, 14.0, 15.0, and 16.0 survive the expiration or termination of this Agreement.

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## 9.0 INFORMATION SECURITY

9.1 INFORMATION SECURITY. 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 [www.kochava.com/support-privacy/#ISS](http://www.kochava.com/support-privacy/#ISS) for further information regarding the Kochava InfoSec policy.

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## 10.0 REPRESENTATIONS; WARRANTIES; DISCLAIMER

10.1 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) Company is not obligated to secure separate or independent licenses to any materials from any third party in connection with Company's use of the Platform; (iii) 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 (iv) the Platform conforms in all material respects with the descriptions provided hereunder and those descriptions sufficiently describe the features and functionalities of the Platform.

10.2 KOCHAVA WARRANTIES. 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.

10.3 COMPANY REPRESENTATIONS. 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) it has provided legally sufficient notice to, and received legally sufficient consent from, its End Users to collect their data and transfer it to Kochava for processing; (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.

10.4 COMPANY WARRANTIES. Company warrants that throughout the Term: (i) it will limit its use of the Platform pursuant to SECTION 2.5 (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.

10.5 DISCLAIMER OF WARRANTIES. 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. IF KOCHAVA PROVIDES ANY RECOMMENDATIONS RELATED TO COMPANY'S USE OF THE PLATFORM, ALL SUCH RECOMMENDATIONS ARE PROVIDED AS-IS; KOCHAVA PROVIDES NO WARRANTIES OR GUARANTEES RELATED TO SUCH RECOMMENDATIONS NOR DOES KOCHAVA WARRANT OR GUARANTEE ANY RESULTS RELATED TO SUCH RECOMMENDATIONS.

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## 11.0 INDEMNIFICATION

11.1 MUTUAL INDEMNIFICATION. 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 10.0.

11.2 CONDITIONS. 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.

## **12.0 LIMITATION OF LIABILITY**

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12.1 NO GUARANTEE. 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.

12.2 LIMITATIONS. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 11.0 (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.

12.3 AGGREGATE LIABILITY LIMITATION. With the exception of a Party's indemnification and defense obligations under SECTION 11 (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.

## **13.0 GENERAL**

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13.1 GOVERNING LAW. 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.

13.2 DISPUTE RESOLUTION. With the exception of a claim relating to Section 7.1 (FEES & PAYMENT), 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. One arbitrator shall finally determine the arbitration, and judgment on the award rendered may be entered in any court of competent jurisdiction. If a dispute is brought in Spokane, Washington, each party hereby irrevocably consents to the jurisdiction and venue of the courts and arbiters located therein. Notwithstanding the forgoing, this Section 13.2 in no way prohibits a party from bringing a dispute in any jurisdiction that has proper authority.

13.3 DISPUTE LIMITATION. With the exception of a claim relating to SECTION 7.1 (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.

13.4 SEVERABILITY. 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.

13.5 RELATIONSHIP BETWEEN THE PARTIES. 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.

13.6 NON-SOLICITATION. 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.

13.7 MARKETING RIGHTS. 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.

13.8 ASSIGNMENT. 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.

13.9 MODIFICATION & WAIVER. Neither Party may modify this Agreement in the absence of a signed writing by the Parties referencing this Agreement. 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.

13.10 HEADINGS; INTEGRATION; COUNTERPARTS. 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.

13.11 FORCE MAJEURE. If a Party delays or fails to perform 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.

13.12 NOTICES. Company shall deliver all required notices or communications under this Agreement to Kochava at the physical or electronic address shown below. 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.

Notices to Kochava: Kochava Inc., 201 Church St., Sandpoint, ID, 83864, Attn: Legal; legal@kochava.com

13.13 INCORPORATION OF EXHIBIT. Each reference to the "Agreement" includes and incorporates EXHIBIT A, attached hereto.

This Agreement was last updated August 15, 2023

## EXHIBIT A

### EXPLANATION OF FEATURES & FEES

**A/B/N TESTING** enables Company to track variations across a campaign.

**AD REVENUE** enables Company to track revenue derived from in-app ad monetization, as reported by monetization partners via the Kochava ad revenue system.

**ADS MEASUREMENT** provides Company with clear-labeled, hosted measurement and attribution for ads served on their owned & operated inventory.

**ALERTING** allows the Company to configure thresholds regarding campaign and account that, when crossed, will inform the Company through their chosen channel.

**ALWAYS-ON INCREMENTAL MEASUREMENT**, or “AIM,” enables marketers to gather and interpret insights regarding the effectiveness of various media sources by measuring those sources’ incrementality.

**ANALYTICS – FOUNDATION** provides visualization of app transaction and attribution data across “Analytics” views relevant to the platform capabilities included with Company’s account. Analytics views for media cost and ad revenue are excluded. Row-level audience export from the analytics dashboard is included.

**ANALYTICS – ADVANCED** provides visualization of app transaction and attribution data across “Analytics” views related to the platform capabilities included with Company’s account. Analytics views for media cost and ad revenue will only be populated with data if Company purchases feature add-on. Row-level audience export from the analytics dashboard is included.

**ANALYTICS – ENTERPRISE** provides visualization of app transaction and attribution data across all available “Analytics” views within the dashboard. Row-level audience export from the analytics dashboard is included.

**ATTRIBUTION – FOUNDATION** provides Company access to attribution for: (i) Company’s owned media through SmartLinks™; and (ii) all integrated paid media partners. Configurable attribution settings and lookback windows are customizable at app and partner level. Access to tracker-level overrides is not available.

**ATTRIBUTION – ADVANCED** provides Company access to attribution for: (i) Company’s owned media through SmartLinks™; and (ii) all integrated paid media partners. Configurable attribution settings and lookback windows are customizable at app and partner level. Access to tracker-level overrides is not available.

**ATTRIBUTION – ENTERPRISE** provides Company access to attribution for: (i) Company’s owned media through SmartLinks™; and (ii) all integrated paid media partners. Configurable attribution settings and lookback windows are fully customizable at app, partner, and tracker-override level.

**DYNAMIC AUDIENCE ACTIVATION** enables Company to create and save groups of users based on one or more criteria for campaign activation with partners

**AUDIENCE SYNDICATION** allows the Company to send audience lists to partners automatically.

**CAMPAIGN TRACKERS** are the mechanisms by which Kochava collects Impression and Click metadata from an ad network.

**PREDICTIVE CHURN MODELING** is a predictive model where Kochava estimates likelihood for a given user to stop using the Company’s app, based on the user’s engagement data.

**CLICK** means the occurrence of a manual End User interaction with an advertising unit or other tracked link, as sent to Kochava by a network, publisher, or device, and the related information the Platform collects therefrom. Click data retention is aggregated in Analytics and row-level in Query and Reporting.

**CONFIGURABLE ATTRIBUTION** enables Company to determine the specific methodologies by which a Conversion is defined at the tracker level (e.g. custom lookback windows by partner and tracker, fingerprint equalizer, event association lookback).

**CONSENT MANAGEMENT** enables Company to use the Kochava SDK to prompt users for consent, record consent when granted, and shutdown SDK tracking when consent is rejected.

**CONVERSION** means the occurrence of: (i) an Attributed Install of a Company app (meaning, the install is attributed to an originating Click or Impression), or (ii) a Conversion Event (meaning, an activity occurring on an End User device or website which Company instruments the Platform to reconcile to a Campaign Tracker (e.g. re-engagement conversion)).

**CUSTOM DOMAIN NAMING & VANITY LINKS** enables Company to create SmartLinks with a custom sub domain unique to their brand.

**CUSTOM POSTBACKS** enables Company to send data to non-integrated partners or their own defined endpoints in real-time based on the Company’s configurations.

**CUSTOMIZABLE FRAUD BLOCKLIST** enables Company to configure volume thresholds by type of ad fraud to inform a custom blocklist unique to their account for tailored fraud protection on their campaigns.

**DATA RETENTION** is the manner and duration in which data is stored. Clicks, Events, Impressions, and Installs are stored for 90 days for Companies using Foundation, and 180 days for Companies using Advanced or Enterprise. For Advanced and Enterprise, installs are retained indefinitely along with the attributed Impression and Click for install deduplication.

**DEDICATED CLIENT SUCCESS** means either: (i) a Client Success Manager who is a dedicated point of contact for all service and technical matters, and includes timely email response, live chat capability, and scheduled conference calls (\$2,000 monthly minimum required); or (ii) a Client Success Team comprised of a dedicated support team for all service and technical matters, and includes timely email response and live chat capability.

**DEEP LINKING** enables Company to define specific in-app or webpage destinations for End User redirection.

**DEVICE LINK ATTRIBUTION** provides Company with the ability to consider view-through and click-through attribution lookback windows in real-time to include connected devices exposed to ads served in the Conversion count.

**EMAIL CAMPAIGNS** enables Company to track and attribute conversions driven by owned media campaigns via email.

**EVENTS** are the specified activities occurring on an End User device or Company website which Company instruments the Platform to track. Events reconciled to a Campaign Tracker are “Attributed Events;” Events not reconciled to a Campaign Tracker are “Organic Events.” Event data retention is aggregated in Analytics and row-level in Query and Reporting.

**END USER** means a device associated to a mobile advertising identifier.

**GLOBAL FRAUD BLOCKLIST** is comprised of a dynamic list of MAIDs, IP addresses, and network/site ID’s which have been flagged as repeat offenders of fraudulent activity. Once activated by Company at the account, app, or tracker level, each Click and Impression originating from a “blocklisted” entity is excluded from attribution.

**FRAUD CONSOLE** means a collection of interactive reports, which provide a visualization of abnormal, potentially fraudulent, activity from across Company’s products, apps, or websites.

**API ACCESS** enables Company to utilize all of Kochava’s client facing APIs for the platform capabilities included with their account.

**HISTORICAL TRAFFIC IMPORT** provides Company with the option to upload historical measurement data into the Kochava system.

**IDENTITYLINK®** enables Company to link a specific user across multiple devices based on a Company-provided identifier.

**IMPRESSIONS** means the network-reported occurrence of a Company ad served by a publisher. Impression data retention is aggregated in Analytics and Reporting and row-level on matched attributed impressions in Query.

**INSTALL** means a data payload signaling that a device has either downloaded a specific app from the store, or has visited the Company’s website for the first recognizable time as determined by a unique identifier placed in the device’s browsers local storage. Install data retention is aggregated in Analytics and row-level in Query and Reporting.

**INTEGRATION** the method by which Company Data is sent to the Platform for processing; can be by way of SDK, S2S, or both.”

**LANDING PAGES** enables Company to create and host customizable, branded web pages for use with SmartLinks.

**MAID** means mobile advertising identifier.

**MAU** (Monthly Active Users) means the number of unique devices, identified by a unique MAID, with an “App Open” session, or any other activity, per app plus all MUVs during the preceding month, as measured by the Platform.

**MEDIA COST** allows Company to view the costs incurred and return on ad spend for media purchased from each of its ad network sources which have been integrated with the Platform.

**MEDIA PLANNING** means access to the “Kochava Media Planning” suite, which includes “Media Index” and “Kochava Traffic Index.”

**MONTHLY MINIMUM** is the minimum amount Company is obligated to pay each month to Kochava throughout the Term; Company is billed the greater of the Monthly Minimum or the sum total of monthly transactions multiplied by their respective transaction rates.

**MUV** (Monthly Unique Visitors) means the number of End Users who have recorded a unique website session via the Web SDK during the preceding month.

**ORGANIC SOCIAL** see OWNED MEDIA.

**OTT & CTV** enables Company to measure user engagement and campaign activity on over-the-top (OTT) and connected TV (CTV) devices and platforms.

**OVERAGE RATE** is the fee Company incurs for each Event in excess of the monthly allotment of included Events.

**OWNED MEDIA** enables Company to create trackers to use for measurement of their owned, non-paid media campaigns across social, email, and other channels

**PAID MEDIA** enables Company to create trackers to use for measurement of their paid media campaigns.

**PARTNER INTEGRATIONS** refers to the collection of ad networks, publishers, demand side platforms, and other types of partners that have an official integration with the Platform.

**PARTNER ONLY POSTBACKS** enables Company to send data only to integrated partners in real-time based on the Company’s configurations.

**POWER EDITOR** enables Company to modify multiple Campaign Trackers simultaneously within Campaign Manager.

**POSTBACKS – FOUNDATION** enables Company to send data via real-time postbacks only to all integrated partners Company is running campaigns with based on the Company’s configurations. Postbacks to custom endpoints or non-integrated partners are not included.

**POSTBACKS – ADVANCED** enables Company to send data via real-time postbacks to all integrated partners Company is running campaigns with based on the Company’s configurations. Postbacks to custom endpoints or non-integrated partners are not included.

**POSTBACKS – ENTERPRISE** enables Company to send data via real-time postbacks to all integrated partners Company is running campaigns with based on the Company’s configurations. Postbacks to custom endpoints or non-integrated partners are included.

**QUERY – FOUNDATION** enables Company to access Query for measurement and attribution data only, with access to summary and row-level data tables. Query usage is limited to 100 queries per month. Query access for Audiences is not included.

**QUERY – ADVANCED** enables Company to access Query for measurement and attribution data, as well as Audiences for activation with access to summary and row-level data tables. Query usage is limited to 500 queries per month.

**QUERY – ENTERPRISE** enables Company to access Query for measurement and attribution data, as well as Audiences with access to summary and row-level data tables. Query usage is unlimited.

**REENGAGEMENT** enables Company to measure campaigns targeting existing users for the purposes of driving.

**REPORTING – FOUNDATION** provides Company with access to download both row-level and summary reports. Reports for media cost, ad revenue, optimization insights and audiences are not available.

**REPORTING – ADVANCED** provides Company with access to download both row-level and summary reports. Reports for media cost, and ad revenue, will only be populated with data if Company purchases feature add-on. Optimization Insights and Audiences reports are not available.

**REPORTING – ENTERPRISE** provides Company with access to download both row-level and summary reports without limitation. Optimization Insights and Audiences reports are available.

**SDK INSTALL & EVENT AUTHENTICATION** provides Company with anti-fraud function which combats SDK spoofing.

**SEARCH ADS MAVEN** enables marketers to optimize Apple Search Ads keyword targeting.

**SESSION TRACKING** means the measurement of instances in which an End User launches a Company app or website and the duration of time the End User remains in the app or on the site. If Company runs the Platform on a server-to-server basis, then this feature is charged as an Event. Session Tracking does not include custom metadata.

**SMARTLINKS™** are enhanced URLs that send End Users to defined destinations based on device platform, device type, country and other defined targeting criteria.

**SMARTLINKS™ FOR TV** enables Company to measure its TV ad campaigns by using SMARTLINKS™ in conjunction with quick response (“QR”) codes.

**SUPPORT TICKET** enables Company to receive support for the platform by sending an email, which generates a support ticket for 24 hour or less response time.

**TRAFFIC VERIFIER®** is a real-time fraud mitigation tool that ensures only qualified traffic proceeds to Conversion by ensuring tracked Impressions, Clicks, Conversions, and Events associated to certain Campaign Trackers conform to Company-configured thresholds.

**TRANSACTION** refers, collectively, to Clicks, Events, Impressions, and Installs.

**UNIVERSAL LINKS & APP LINKS** provides Company with the option to configure Kochava to support iOS Universal Links and Android App Links within campaign tracking.

**UNLIMITED CUSTOM POSTBACKS** enables Company to send data in real-time to their internal data warehouse, business intelligence platform, or other integrated partners as configured by the Company.

**USER PERMISSIONING & AUDIT** enables Company to configure platform access permissions for each individual user and audit actions taken within the platform by the user.

**WEB SDK** provides web tracking capabilities through real-time analytics.