These Customer Terms & Conditions ("Customer Terms"), together with an Order Form ("Order Form") and related Additional Terms in writing (if any), constitute the entire agreement between the parties (the "Agreement").

Company and Customer are sometimes hereinafter referred to jointly as the "Parties" or singularly as a "Party."

1. Definitions.

1. **Affiliate**: Means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For the purposes of this definition, "control" refers to the power to direct the management and policies of such entity, either directly or indirectly, through the ownership of voting securities. The terms "controlling" and "controlled" are used in correlation with this definition.

2. **Client**: As specified in the Order Form, may be used to represent Customer's client/customer, advertisers, locations, campaigns, or any other means of assigning or providing third-party services through the Company Platform. Clients may or may not have a user assigned to them.

3. **Company or TapClicks**: Refers to TapClicks, Inc., a Delaware corporation, with its principal place of business located at 3031 Tisch Way, Suite 900, San Jose, CA 95128.

4. **Company Tools**: Encompasses Company's pre-existing Intellectual Property Rights, including its know-how, design tools, methodologies, research, processes, commercially available "shrink-wrap" Products, Company's online software and platform, or any other means used to conceive, design, assemble, manage, or deliver the Deliverables, as well as improvements or modifications to such Company Tools.

5. **Customer**: Denotes the company or other legal entity accepting this Agreement and its Affiliates.

6. **Data Integrations:** As defined and used in the Order Form, are connections made by third-party technology to transfer data to the Company's platform for use in its Products.

7. **Deliverables**: Refers to materials, tools, website access, and other resources that enable an End User to use, access, and receive the Product(s).

8. **Effective Date**: The date specified in the Order Form when this Agreement becomes effective.

9. **End User or Client**: Means an individual or entity to whom the Product(s) are made available by Customer for ordinary business purposes.

10. **End User Materials**: Encompasses the End User information and materials required by the Company to fulfill a Customer order.

11. **Error**: Refers to a problem with the Product(s) to the extent that it fails to comply with the applicable documentation in all material respects.

12. **Initial Term**: Has the same meaning as specified in the Order Form.

13. **Intellectual Property**: Includes all intellectual property rights worldwide arising under state and Federal statutory law, under common law, or by contract, whether or not perfected. This includes, but is not limited to, trade dress, trademark, and service mark rights; patents, patent applications, and patent rights; copyrights and related rights; trade secrets; and domain names.

14. **Order Form**: Denotes the ordering documents used for the purchase of Product(s) and Services, including addenda, that are signed or electronically accepted by Customer and Company from time to time. Order Forms are considered incorporated herein by reference.

15. **Product(s)**: Encompasses the Company's products, software, or services listed on the Order Form, as they may be changed from time to time upon mutual agreement of the parties.

16. **Renewal Term**: Has the same meaning as specified in the Order Form.

17. **Services**: Denotes the services provided by the Company or other providers to the Customer or End User.

18. **Source Code**: Refers to the human-readable form of computer programming code, including all modules, and any associated interface definition files, scripts, instructions, or other materials used to control compilation and installation of an executable based on such human-readable code.

19. **Upgrade**: Encompasses all major and minor releases or other modifications to the Services and/or Product(s), including maintenance fixes, refinements, derivatives, modifications, new modules, enhancements, and additional features. It does not include features, products, or services identified and offered separately as priced products or services by the Company to other third-party users (referred to as "Innovations").

US: Refers to the United States of America.

2. License Grant.

1. **Non-Exclusive License**: Subject to the terms and conditions outlined in this Agreement, the Company grants Customer and its Affiliates a non-exclusive, fee-based, non-transferable (except as otherwise permitted in this Agreement), worldwide license that allows them to:

    a. Distribute and sublicense access to, and use of, the Product(s) to End Users.

    b. Promote, solicit, and market Product(s) to potential End Users, including, but not limited to, the right to internal use.

2. **Customer Marks**: Customer grants the Company limited rights, to use Customer's trade names, trademarks, and service marks (collectively referred to as the "Customer Marks") in the Deliverables that Customer makes available to its clients. This inclusion is subject to the usage guidelines provided to the Company by Customer from time to time, provided that such usage is specifically permitted by Customer.

3. License Terms, Limitations and Obligations.

1. **Ownership and Rights**: Company retains sole ownership of the Intellectual Property, Products, Tools, and Documentation provided herein, including all rights in patents, copyrights, trademarks, trade secrets, moral rights, and any other proprietary rights associated with them. The rights granted to Customer under this Agreement are explicitly defined and do not alter the ownership of, convey licenses for, or transfer any rights in the Intellectual Property to Customer or any third party. All rights, titles, and interests not expressly granted in this Agreement are reserved by Company.

2. **Customer Compliance**: Customer and all authorized Clients, users, and End Users must use each platform, software, and the services in full compliance with this Agreement and all applicable laws and regulations. Customer represents and warrants that it:

    a. Has accessed and reviewed the terms of use and other policies related to Company's platforms.

    b. Understands the requirements of these policies.

    c. Agrees to comply with them. The Company reserves the right to suspend Customer's account and access to platforms and services without notice if it believes Customer is in violation of this

Agreement. Although Company is not obligated to monitor Customer's platform usage, it may do so and prohibit any usage it believes violates these terms.

3. **Training and Education**: Customer is responsible for ensuring that its authorized users and End Users are educated and trained in the proper use and operation of each platform they utilize. Platforms should be used in accordance with applicable training materials, manuals, instructions, specifications, and documentation provided by Company.

4. **Competitive Products**: During the term of this Agreement, Customer shall not directly or indirectly:

   a. Develop or distribute products or services that are similar to or competitive with the Products and Services provided by Company.

5. **Restrictions**: Customer shall:

   a. Not disassemble, reverse engineer, reverse compile, or attempt to gain access to Confidential Information (as defined in Section 9) related to the construction of the Products, including underlying source code, object code, structure, ideas, know-how, or algorithms relevant to a platform or any related software, documentation, or data.

   b. Use the Products only as permitted by this Agreement.

   c. Protect the Products to a level of protection equivalent to that which Customer applies to its intellectual property or similar products or services.

6. **Derivative Works**: Customer does not have the right to modify or create derivative works from the Products, whether independently or as part of a Customer product, software, or service. Customer shall not remove or alter any copyright or other proprietary notices or marks affixed to or embedded in the Products, except as expressly permitted. Without Company's prior written consent, Customer shall not use any of Company's marks except as consistent with the purpose of this Agreement.

7. **Assignment of Derivative Works**: Customer assigns any rights it may acquire in any derivative works. If Customer or an End User makes improvements, enhancements, or alterations to the Products, Customer shall promptly inform Company of such changes and provide Company with the necessary know-how and resources to replicate the modifications.

8. **Notification**: Customer must promptly notify Company in writing of any perceived infringement of Company's Intellectual Property.

4. Platform Usage

1. **Charges on Effective Date**: On the Effective Date, TapClicks may charge Customer's credit card for Monthly Platform Fees and setup and/or Service fees. TapClicks will charge Customer on a non-prorated basis for all monthly fees then due based on the pricing terms outlined herein. Payments are due on the effective date and subsequently every 30 days thereafter.

2. **Late Payments**: Customers with certain product packages may experience limited access to their instance if their payment is overdue by more than 9 days. Full access will be restored once the account is brought up to date by making a credit card payment within their instance.

3. **ACH Payment Authorization**: If paying by credit card or ACH, Customer authorizes Company to charge Customer's bank account for all fees payable during the Term.

4. **Credit Card Payment Authorization**: To offset fees charged by credit card companies, in cases of credit card payments, TapClicks may, at its discretion, apply a credit card processing fee of up to 4%. This clause applies

only to Customer's that choose to make their payment using a credit card and not by checking card, ACH, Check or Wire transfer.

5. **Third-Party Payment Processing**: Customer further authorizes Company to utilize a third party to process payments and consents to the disclosure of Customer's payment information to such third party.

6. **Billing Periods**: Customers will be billed monthly for all monthly fees, with the first billing period starting on the Effective Date. TapClicks will automatically charge your Payment Method each month on the same day. TapClicks may adjust the billing timing at its discretion. If the Order Form specifies that the Client will pay for more than one month's fees upfront, then unless stated otherwise, once these upfront fees are used up, the Customer will be charged upfront fees equivalent to the number of months initially paid. For instance, if the Customer paid upfront for 12 months, they will be charged another 12 months' worth of fees on the 13th month for so long as the contract is active.

7. **Price Adjustments**: All recurring fees will automatically increase by 10% at the beginning of each term following the initial term.

8. **Clients**: At the start of each billing period, Customer will be charged based on the highest number of Active Clients placed on the Platform at any point during the previous billing period. An Active Client, for the purposes of this Agreement, is one that has been mapped at the lowest level in TapClicks in instant-on Data Sources or in a Smart Connector.

9. **Brand Customers/Campaigns**: Brand Customers do not have "Clients", instead their "Client" count means the number of Campaigns or internal Users, depending on how the Order Form is structured.

10. **Technical Support**: Technical support for all Platform users is available through Documentation, the Support Portal, and by contacting the support department at customercare@tapclicks.com. Support issues will adhere to the time frames specified in the TapClicks Service Level Agreement (SLA). Customers can search our knowledgebase or request from a TapClicks representative a copy of TapClicks SLA or further documentation of TapClicks free and paid support options.

11. **Professional Services**: Any products or services not explicitly covered in this Agreement will necessitate an Amendment or a Scope of Work. Additional fees may apply. Current pricing for available services can be obtained by contacting Company's sales team or your TapClicks Representative.

12. **Package Features**: TapClicks TA/TR Platform offers five different packages: Starter, Growth, Plus, Pro, Elite. Each Package includes different Platform Features, and not all features are available in every Package. Customers may access other TapClicks features for demo and trial purposes, but some additional features may require an upgrade. Click here to see a complete feature list for each package type: https://support.tapclicks.com/hc/en-us/articles/4411817082779

    TapClicks TapData Platform has multiple Package options with different Platform features. Some Packages will include access to features not included. Click here to view a complete feature list for each TapData Package type. https://support.tapclicks.com/hc/en-us/articles/21945910527771 .

    TapClicks reserves the right to restrict Customer's access to non-included features at any time.

13. **Source Data Provider**: The TapClicks Platform retrieves data from various sources, such as Facebook and Google ("Source Data Provider"). By using the Platform, you authorize TapClicks to access and store data from these providers on your behalf. It's important to note that TapClicks does not own or control this data,

and therefore, TapClicks cannot guarantee the quality or timeliness of the data provided by the Source Data Provider.

14. **Data Integrations**: Not all packages grant access to all Data Integrations. If the Data Integration you require is not included in your package, you may need to upgrade your package to include the necessary Data Integration. You can ask your sales representative if the required Data Integrations are included in your package. Some Custom packages may limit the number of integrations included in your Platform Fee, irrespective of your Package Type. For instance, you might have access to the Elite Platform, which typically offers 250 included Data Integrations, but your Custom Package might limit you to only 5 Data Integrations. If your Data Integrations have been negotiated for specific integrations, these details will be outlined on the Order Form.

15. **Historical Data Importation**: Your Onboarding and/or Service package from TapClicks may include assistance with importing historical data from selected Data Sources. However, please note that TapClicks does not import the entire history as part of the included cost. If you wish to import more historical data than what is covered in your Onboarding and/or Service package, you may need to pay an additional fee to TapClicks. For example, if TapClicks retrieves 6 months of historical data for a specific data source within the Onboarding costs, but you want to import 12 months of historical data, you will need to pay TapClicks the additional data fees, as specified in the Order Form. It's important to be aware that the limits on historical data importation are determined by the data source itself. For instance, Facebook retains only 18 months of historical data, so TapClicks cannot import data beyond what is available from the data source.

16. **Data Storage and Processing**: The Platform fee includes up to 100 GB of Data Storage and Data Processing unless the contract shows differently. In the event Customer exceeds 100 GB of storage for TapAnalytics & TapReports Pro and Elite packages, 10 GB of storage for TapAnalytics & TapReports Basic and Standard packages, 10,000 Taps for the TapDataPLUS and TapDataMAX packages or 1,000 Taps for the TapData Package; TapClicks has the right to bill on the next billing period and will notify the client prior to any additional charges being invoiced. Data Exporter is limited to the number of rows purchased as indicated in the MSA.

5. Publicity.	Upon obtaining prior written consent from the other Party, Company and Customer may collaboratively utilize each other's logos in various marketing materials, press releases, customer lists, or other forms of publicity.

6. Representation and Warranties; Disclaimer.	1. **By Both Parties**. Each Party represents and warrants that:
	
	    1. **Authority**. Under the laws of its jurisdiction or organization and governance documents, (i) it has full power and authority to enter into and perform the Agreement; (ii) the person signing the Agreement on behalf of each Party hereto has been properly authorized and empowered to enter into the Agreement; (iii) upon its duly authorized execution and delivery by a Party, the Agreement will be a legally binding obligation of such Party; (iv) the performance of the Agreement will not conflict with its governing documents or any contract or commitment it has entered into; and (v) it will perform its obligations hereunder in compliance with all applicable federal, state and local laws.It is the owner of all equipment and materials, including the intellectual property, that relate to, comprise or are otherwise used to provide the Deliverables to End Users;
	
	    2. **Owner**. It is the owner of all equipment and materials, including the intellectual property, that relate to, comprise or are otherwise used to provide the Deliverables to End Users;
	
	    3. **Non-infringement**. The intellectual property which it incorporates into the Deliverables, Services, or the Products including any assigned rights, does not, and will not, infringe any patent, copyright or trademark rights of any third party, under the laws of any United States government or any other governmental entity worldwide;

2. **By Company**. Company further warrants and represents that:

   1. **Quality of Services**. The Services performed under the Agreement will be performed in a timely, professional and workmanlike manner consistent with standard industry practices and procedures by qualified personnel and Company has the required skills and experience to perform its obligations set forth in the Agreement;

   2. **The Products, Services, and Deliverables**: (i) will conform to the acceptance criteria agreed upon by the Parties in good faith; and (ii) will comply with all law, including any rules, rulings and regulations of any applicable governmental entity; Company hereby passes through the manufacturer's warranty on any products and materials included in the Deliverables or Products, including on all third party product(s) and other materials acquired from Company by the Customer. Company shall have no obligation to make corrections, repairs or replacements to the Deliverables which result, in whole or in part, if the deficiency results from (i) catastrophe, fault or negligence of Customer, (ii) improper or unauthorized use of the Deliverables, or (iii) use of the Deliverables in a manner for which they were not designed;

   3. **Quality Control**: Where the Deliverables contain any production-ready Product(s) source code created by Company or its Affiliates ("Product(s)"), the Product(s) has passed Company internal quality assessment testing such that the Product(s) functions in accordance with the final specification and requirements document;

   4. **Open Source**: If Company incorporates into any Product(s) source code licensed from GNU Public License, the Free Product(s) Foundation, or similar public license (collectively, "Open Source Product(s)") it will comply with all obligations related to such Open Source Product(s).).

3. **By Customer**. Customer warrants and represents that:

   1. **Products and Services are "AS IS"**: Customer understands that Company plans to offer use of the Product(s) to others. Those uses shall not constitute a violation of the Agreement. THE SERVICES ARE PROVIDED "AS IS". CUSTOMER ASSUMES THE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE SERVICES, FOR ITS USE AND FOR THE USE OF ITS END USERS. COMPANY MAKES NO WARRANTY THAT ALL ERRORS HAVE BEEN OR CAN BE ELIMINATED FROM THE SERVICES, EXCEPT AS EXPRESSLY STATED HEREIN, AND COMPANY SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LIABILITY FOR BUSINESS EXPENSES, MACHINE DOWNTIME, OR ANY OTHER DAMAGES CAUSED TO CUSTOMER OR ITS END USERS BY ANY DEFICIENCY, DEFECT, ERROR, OR MALFUNCTION THAT RESULTS IN THE LOSS OF CUSTOMER OR END USER DATA, OR ERRORS OR NON-PERFORMANCE OR RESTRICTIONS OF THIRD PARTIES OR THIRD-PARTY PRODUCT PROVIDING SERVICES TO CUSTOMER OR END USERS. Without limiting the generality of the foregoing, except with respect to credits for loss of service availability as provided in the Agreement, Company is not liable for loss of service, access, or data for any reason including, but not limited to, any unforeseen or preventable failure related to changes in infrastructure or telecommunication traffic capabilities, failure or breakdown of the Internet, the World Wide Web, any related telecommunications equipment or systems, or any computer hardware or Product(s).

   2. **Third-Party Data**: Customer understands that Company provides Customer the ability to sync data with third party data sources for Customer to analyze the data for internal purposes and prepare Products for its End Users.   Company does not alter the data provided by the third parties and Company is not responsible for the accuracy of third-party data. Customer further agrees that it has a separate contractual relationship with the third parties and nothing in this agreement modifies Customer's contractual obligations to such third parties.

   3. **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR

TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE USE OR PERFORMANCE OF THE SERVICE. Company makes no warranty that the Product(s) shall operate uninterrupted or be error free.

7. Indemnification.	1. **Indemnity By Company**.
	
	Indemnification:
	
	  1. Company shall indemnify and hold harmless Customer, its officers, directors, employees, agents, successors, and permitted assigns against all losses arising from or related to claims associated with:
	
	    a. Any claim alleging that any Deliverable, Product, or Service infringes any valid U.S. patent, U.S. copyright, trade secret, or trademark rights of a third party.
	
	    b. Any breach of the terms, obligations, or covenants by Company under the Agreement.
	
	    c. Any breach by Company of any representation or warranty set forth in the Agreement.
	
	  2. **Third Party Claims**: Company shall not be liable for any third-party claim, demand, or suit based on or related to:
	
	    a. The use of the Product(s) for a purpose or in a manner not designed for by the Indemnified Parties.
	
	    b. The use of any older version of the Product(s) when a newer, functionally-equivalent version compatible with the prior version was made available by Company under the Agreement.
	
	    c. Any modification made without Company's written approval.
	
	    d. Any modifications made by Company following Customer's specific instructions.
	
	    e. The combination, operation, or use of the Product(s) with equipment, data, or Product(s) not furnished or approved by Company, if such infringement could have been avoided through the use of other equipment, data, or Product(s), or by avoiding the use of equipment, data, or Product(s) not provided by Company.
	
	    f. Any acts of willful misconduct and/or negligence by Indemnified Parties, including officers, directors, agents, and employees.
	
	    g. In relation to the above, Indemnified Parties shall provide Company with:
	
	      i. Prompt written notice of any claim under this Section (late notice shall not void Company's obligations unless it severely prejudices Company's ability to fulfill its obligations).
	
	      ii. Reasonable cooperation and assistance, at Company's expense, regarding such claim.

No Admission: When settling or compromising any claim, Company shall not make any material admission of facts or liability regarding Customer or its Affiliates without Customer's written approval, which shall not be unreasonably withheld, conditioned, or delayed.

3. **Remedies**: Should the Product(s), Deliverable(s), or Services, or their use, become the subject of a claim, or in Company's opinion are likely to become the subject of a claim, Company shall, at its own option and expense:

   a. Procure the right for the Indemnified Parties to continue using them.

   b. Replace or modify the Product, Deliverable, or Service with a compatible, functionally-equivalent replacement or modification to eliminate the infringement or misappropriation.

   c. If neither (a) nor (b) is commercially feasible, Company may terminate the Agreement and refund Fees paid by Customer to the extent Customer must reimburse its End Users such amounts.

4. **Sole Remedy**: The above remedies represent Company's exclusive obligations and Customer's sole remedies concerning infringement or misappropriation of intellectual property rights or any other breach under the Agreement.

2. **Indemnity By Customer**.

   1. Customer shall, at its own expense, defend, indemnify, and hold harmless Company, including its officers, directors, and employees (referred to as "Company Indemnified Parties"), from any third-party liabilities, claims, demands, or lawsuits arising from:

   (A) Customer's distribution or marketing of any Customer product(s) (excluding claims that fall under Company's defense obligations in this Section).

   (B) Customer's breach of the Agreement.

   (C) Customer's breach of any agreement with any End User.

   (D) Customer's violation of applicable law.

   2. In connection with the above, Company shall receive:

   (i) Prompt notice of such claim (though late notice shall not release Customer from its obligations in this Section unless the delay itself harms Customer's ability to fulfill its obligations).

   (ii) Reasonable cooperation and assistance, at Customer's expense, regarding the claim.

   3. When settling or compromising any claim, Customer shall not make any admission of facts or liability without Company's written approval.

2. **Procedure**:

   1. A Party seeking indemnification for a claim under the Agreement (the "Indemnified Party") shall promptly inform the other Party (the "Indemnifying Party") in writing about the claim. However, the failure to do so will not relieve the Indemnifying Party of any obligation or liability under the Agreement, except to the extent the Indemnifying Party has been substantially prejudiced as a result.

   2. The Indemnifying Party may choose, by providing written notice to the Indemnified Party within 10 days of receiving notice of the claim, to take over the defense of the claim with legal counsel. If the Indemnifying Party does not elect to assume the defense or does not respond

within ten days of receiving the notice, the Indemnified Party may hire counsel to defend the claim at the Indemnifying Party's expense.

3. The Indemnified Party has the right, at its own expense, to participate in the defense of any claim for which it is indemnified under the Agreement and has assumed the defense. While defending the claim, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, consent to any judgment or enter into any settlement that:

1. Does not unconditionally grant the Indemnified Party a release from all claims and liabilities by the claimant.

2. Otherwise adversely affects the rights of the Indemnified Party.

4. If the Indemnifying Party refuses to indemnify the requesting Party due to the belief that the claim falls outside the scope of indemnified Claims, the Parties agree to submit the sole issue of whether the claim falls within the indemnified Claims to arbitration, in accordance with the Arbitration clause herein.

8. Data and Privacy.

1. **Personally Identifiable Information**: Customer and Company will take reasonable steps to protect Personally Identifiable Information ("PII") of End Users and comply with all applicable laws related to PII protection. PII includes, but is not limited to, the End User's name, address, telephone number, email, IP address, or any other information that can identify, locate, or provide unique information about the End User, including any data analysis or derivatives that contain such information.

2. **Confidential Information**: The parties acknowledge that, in the performance of the Agreement, each Party may gain access to private or confidential information of the other Party, such as trade secrets, marketing and business plans, technical details, and Client information. This information is considered confidential ("Confidential Information") when designated as such in writing or when it is reasonably known to be confidential. Confidential Information also includes any data and information related to or provided by End Users, owned by the Party delivering the reports.

3. **Exceptions**: Confidential Information shall not include information to the extent that: (i) It becomes part of the public domain without any action or omission by the receiving Party; (ii) The disclosing Party shares it with a third party without restrictions; (iii) The receiving Party already possessed it without any obligation of confidentiality before the disclosure under the Agreement, regardless of whether it was received before or after the Agreement's date; (iv) A third party without confidentiality obligations discloses it to the receiving Party; (v) The receiving Party independently develops it without using the disclosing Party's Confidential Information; (vi) The disclosing Party provides written consent to release it from confidentiality; (vii) It constitutes non-PII aggregated data; (viii) It is legally required to be disclosed, provided that, to the extent possible under the circumstances, the receiving Party gives the disclosing Party sufficient advance notice to seek legal remedies to prevent such disclosure.

4. **Obligations of Confidentiality**: All Confidential Information shall remain the exclusive property of the disclosing Party, and each Party shall take reasonable measures to protect the other Party's Confidential Information. This includes ensuring that employees and agents do not copy, publish, disclose to others, or use the Confidential Information except as required by the Agreement.

5. **Security**: Company needs access to Customer's computer systems or products in connection with Product usage or performance, Company must comply with Customer's system security policies, which may be updated by Customer. Company shall not tamper with, compromise, or circumvent any security or audit measures implemented by Customer. Failure to adhere to these policies will be considered a breach of the Agreement, allowing Customer to terminate it immediately. Company may host and/or maintain a

platform through a third-party technology service provider, and Customer acknowledges that Company cannot modify or add to the procedures established by this technology provider for such technology services.

6. **Remedies for Breach of Obligation of Confidentiality**: The receiving Party acknowledges that breaching its confidentiality obligations may cause significant harm to the disclosing Party, which monetary damages may not fully compensate. Therefore, if the receiving Party violates or threatens to violate its obligations under this section, the disclosing Party may seek injunctive relief from a court of competent jurisdiction. This is in addition to any other remedies available in law or equity, without the need to post a bond or prove actual damages.

9. Third-Party Compliance	1. **YouTube Compliance Requirements**: TapClicks imports data from YouTube. If Customer's instance imports data from YouTube, then Customer agrees to the following: 1. Terms of Service: Customer agrees to be bound to and abide by all of YouTube's Terms of Service, found at: https://www.youtube.com/t/terms. 2. Privacy Policy: Customer agrees to be bound to and abide by YouTube's Privacy Policy found at: https://www.youtube.com/t/terms. 3. Deleting Data. The procedure for deleting YouTube stored data or to revoke Customer's access to YouTube's data may do so via the Google security settings page at https://security.google.com/settings/. 4. Privacy Policy: Customer agrees to be bound to and abide by Google's Privacy Policy found at: https://policies.google.com/privacy

10. Term; Termination; Effect of Termination.	1. **Term**: The Agreement's duration will be determined as indicated on the Order Form. If there is no written Order Form, the Agreement will be in effect for a 12-month period. Terms will automatically renew for an additional 12 months at the end of each initial or subsequent 12-month term. Customers have the option to terminate this Agreement at the end of their current term by providing TapClicks with written notice at least 30 days before the conclusion of their 12-month term. In the event of cancellation, Customers are liable for all fees due on the date of termination.
	
	2. **Termination**:
	
	    1. **Breach for Non-Payment**: If a Customer fails to make monthly payments for 60 days, TapClicks may send a demand for payment via email to bring the account current. After receiving the demand, the Customer has 7 days to bring the account current. Failure to do so may result in TapClicks suspending the Customer's account. If the account remains suspended for 30 days or longer, TapClicks may turn the account over to collections to recover the past-due balance and all remaining payments under the contract.
	
	    2. **Termination for Cause ("Material Breach")**: If a Customer believes that TapClicks has breached a material provision of the Agreement, it must notify TapClicks in writing, specifying in reasonable detail the alleged breach and supporting facts. If TapClicks has not remedied the alleged breach within sixty (60) days after receiving written notice, the notifying Party may terminate the Agreement upon written notice.
	
	    3. **Insolvency**: If any Party is declared insolvent or bankrupt, initiates proceedings for relief, reorganization, or arrangement under insolvency laws, has an involuntary bankruptcy petition filed against it that is not discharged within 30 days, makes an assignment for the benefit of creditors, has a receiver, liquidator, or trustee appointed, or undergoes liquidation, dissolution, or business winding-up (an "Event of Bankruptcy"), it must

promptly notify the other Parties. At their discretion, the other Parties may terminate the Agreement upon written notice, constituting termination for Cause.

3. **Effect of Termination; Wind Down Period; Survival**:

   1. **Upon Termination**: Upon the expiration or termination of the Agreement for any reason ("Termination"), Company shall invoice Customer for amounts due and payable at that time. Additionally, each Party, at its expense, shall either destroy or return to the other Party all copies of the other Party's Confidential Information within five business days.

   2. **Termination Assistance**: Upon Termination, Customer will cease marketing and selling the Products and Deliverables. However, upon Customer's request, Company shall, for a period of up to one month after Termination (or a written extension), (i) continue to provide access, use, and possession of the Products (or portions thereof) for Customer or requesting End Users; (ii) cooperate with Customer or another designated service provider in transferring relevant information; and (iii) perform other services reasonably requested by Customer to facilitate the transition (collectively, "Termination Assistance Services"). The parties will negotiate rates for the Termination Assistance Services.

   3. **Survival**: Any provision of the Agreement intended to survive termination due to its nature or context shall indeed survive.

11. Miscellaneous.

1. **Notices**: All communications such as notices, consents, approvals, requests, claims, demands, and other similar communications ("Notices") must be in writing. These Notices shall be considered received upon delivery in person, through telecopy, via a national overnight courier service (e.g., Federal Express, DHL, Airborne, UPS), or by registered or certified mail (postage prepaid, return receipt requested). Notices should be sent to the respective parties at the addresses listed on the Order Form or the signature page of the Agreement unless otherwise specified in a Notice as per this Section.

2. **Severability**: The Agreement will be enforced to the fullest extent allowed by applicable law. If any provision of the Agreement is deemed invalid, illegal, or unenforceable to any extent, it will be interpreted, construed, and reformed as necessary to make it valid, enforceable, and consistent with the original intent behind it. All other terms and provisions of the Agreement will remain in full force and effect.

3. **Assignment**: Neither party can assign or transfer the Agreement without written consent from the other party, except in the case of a change of control, where such consent is not required unless the change of control involves a direct competitor of the non-assigning party. The Agreement will be binding on and benefit the successors and permitted assigns of both parties.

4. **Limitation on Certain Damages**: Neither party will be liable to the other for lost profits or special, incidental, or consequential damages related to the Agreement, even if both parties are aware of the possibility of such damages. The maximum aggregate liability of the Company for any claims or damages arising from or related to the Agreement shall not exceed the amounts paid or payable by the Customer in the twelve (12) months immediately preceding the event that gave rise to the claim. This limitation does not affect either party's confidentiality or indemnification obligations under the Agreement or their rights to statutory damages based on trademark or copyright infringement.

5. **Governing Law and Arbitration**: All disputes arising from the Agreement will be governed by the laws of the State of California and resolved exclusively in the State of California. Disputes seeking damages exceeding twenty-five thousand dollars ($25,000) will be resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Disputes seeking less than

$25,000 will be filed in a California State Court of limited jurisdiction. The arbitration process, location, arbitrator selection, and procedural details are specified in this Section.

6. **Waiver**: Any claims related to this Agreement, whether in court or arbitration, must be made within twelve months (12) after becoming aware of the claim or potential claim. Claims not properly made within twelve months (12) will be considered waived.

7. **Headings**: Section headings are provided for convenience and do not affect the meaning, construction, or interpretation of the Agreement's text.

8. **Controlling Language**: The Agreement is in English, and English language provisions control in all respects. All exchanged documents under the Agreement will also be in English.

9. **Authority**: The signatory of the Agreement and the Order Form for each party acknowledges binding the entire company or entity and has the authority to do so.

10. **Entire Agreement**: This Agreement, along with any applicable Order Form and mutually agreed-upon exhibits or attachments, constitutes the complete understanding of the parties regarding the subject matter. It can only be amended or modified through a written instrument duly executed by authorized signatories of both parties. Previous agreements, representations, and understandings, whether written or oral, are superseded by this Agreement.

11. **Force Majeure**: Neither party is liable for any delays or inadequate performance caused by conditions beyond their reasonable control, including but not limited to natural disasters, acts of war or terrorism, governmental actions, and internet disturbances.

12. **Counterparts**: This Agreement may be executed in multiple counterparts, including facsimile, PDF, or other electronic copies, all of which together constitute a single agreement. PDF or facsimile signatures are legally binding and admissible.

13. **Government Rights**: The Product(s), Services, and Documentation are classified as "Commercial Items" under specific federal regulations. U.S. Government end users have certain rights and restrictions regarding the use of the Product(s), Services, and Documentation, as outlined in this section.

14. **Export Control**: Users must comply with export laws and restrictions governing the shipment, transfer, and use of the Product(s). Users are responsible for any violations of this provision.

15. **Terms & Conditions Updates**: TapClicks reserves the right to modify these Terms and Conditions at any time. Any modifications will be communicated through means deemed appropriate by TapClicks, which may include posting them on its website. If these modifications substantially affect how the Customer can use TapClicks Products or services, the Customer can reject the changes by providing written notice to TapClicks within thirty (30) days of receiving notice of the modifications. The notice should express the Customer's rejection and request to cease access, usage, and termination of this Agreement.

If TapClicks agrees that the Customer's access and usage of TapClicks products and services are significantly impacted by the modified Terms and Conditions, TapClicks will, at its discretion, either revise the changes to ensure that the Customer's access remains largely unchanged or terminate this Agreement. Such changes to the Terms and Conditions will not constitute a breach of the contract. Any custom changes made by TapClicks to the Terms and Conditions specific to the Customer's MSA will not be affected by universal changes to the Terms and Conditions. All terms and conditions that were not custom-altered are subject to any modifications in the terms and conditions.

The Terms and Conditions in effect at the time of signing any Order Form, Master Services Agreement, Statement of Work, or related agreement will govern during the Initial Term of the Agreement. Subsequently, the most current Terms and Conditions will apply during renewal periods and as such, Customer agrees to review the Terms and Conditions then posted to TapClicks website. Failure to

review or reject the revised Terms and Conditions constitutes acceptance of the revised Terms and Conditions.

ADDENDUM

OTHER TAPCLICKS PRODUCTS AND SERVICES

(The addendum is only applicable if the products below have been purchased.)

1. Ispionage

1. **Applicability**: If the Customer does not use iSpionage products, they can disregard Addendum Section 1, as these Terms & Conditions are specifically meant for iSpionage products. If Customer does use Ispionage products and there are any contradictions between this section and any other Term or Condition, this section will have priority.

2. **Money Back Guarantee**: You may qualify for the 30-day money-back guarantee under the following conditions:

   1. You are a first-time user. You have not downloaded more than 1,000 keywords/ad copy data.
   2. You must cancel your account within 30 days of services or before the billing renewal date to be eligible for the money-back guarantee.

3. **Cancellation**: You may cancel your Services at any time. iSpionage Services will remain in effect until you validly terminate them. To cancel your Services, submit a cancellation form from your account by logging into your iSpionage account, navigating to the account section, and accessing the cancellation tab. You must notify iSpionage of your intent to terminate the Service at least 2 days before the billing renewal date. If we do not receive the cancellation notice before that date, the Services will automatically renew for the subsequent renewal period. If you cancel your Plan, no refunds or credits will be provided for partial or unused months of Services.

4. **Term and Payments**: You will select your plan during your registration for the Services. You may choose to be billed annually, bi-annually, or monthly. You are responsible for subscription fees for the entire chosen subscription period. At the end of your current subscription period, the plan will automatically renew for a subscription period equal to the previous subscription period unless you cancel your Subscription Plan following these Terms at least two (2) business days before the billing anniversary/renewal date.

5. **Upgrades and Downgrades**: You will be immediately charged the price difference when upgrading your package. To downgrade your plan, send written notice to billing@ispionage.com. The Plan downgrade will take effect in the first billing cycle occurring more than thirty (30) days after your notice to iSpionage. You will not receive any refunds for payments made in the current billing cycle.

2. Megalytic	1. **Applicability**: If the Customer is not using Megalytic products, they can disregard Addendum Section 2, as these Terms & Conditions are exclusively intended for Megalytic products. If Customer does use Megalytic products and there are any conflicts between this section and any other Term or Condition, this section will prevail.
	2. **Credit Card Charges and Fees**:
	1. Upon registration, and in accordance with these Terms of Service, we will grant you access to the Service at the level specified in your registration request. After completing registration, your card will be charged the applicable amount stated during the registration process for your initial access to the Service.
	2. If you have chosen the monthly payment option, starting from the first calendar month after registration, recurring account charges will be billed in advance on a monthly basis, typically around the same day of the month as your account registration date. Your credit card will be charged monthly in accordance with the fee for the selected service level or the maximum allowed by law, whichever is less.
	3. **Cancellation**:
	1. You have the option to cancel your account at any time by utilizing the provided screens within the Service or by directly contacting us at support@megalytic.com. No refunds will be issued for any remaining days in the pre-billed period upon cancellation. Megalytics reserves the right to cancel your account at any time for any reason. If Megalytics terminates your account without cause, you will be entitled to a refund for the remaining days in your billing cycle.
	2. Company will not issue refunds for periods of inactivity within an open account. Megalytics may change the price of any service level upon providing thirty (30) days' notice to you. If the credit card you provided for periodic fees is ever rejected, the unpaid fee will be considered past due and subject to a late payment charge until paid, at a rate of 1.5% per month or the maximum allowed by law.

3. Raven Tools	1. **Applicability**: If the Customer is not using Raven Tools products, they can disregard Addendum Section 3, as these Terms & Conditions are exclusively intended for Raven Tools products. If Customer does use Raven Tools products and there are any conflicts between this section and any other Term or Condition, this section will prevail. 2. **Plan Fees**: Raven offers both free and fee-based accounts. Fees are determined by your service package and subscription period, which are typically either monthly or annual. Each service package has a base fee, with possible additional charges for overages. You agree to pay for the services rendered. 3. **Payment**: Charges are based on the billing cycle specified in your plan. Usually, the billing cycle is monthly, regardless of your subscription period. However, Raven may offer other billing cycle options, such as upfront payment. Regardless of the billing cycle, you are responsible for subscription fees for the entire chosen subscription period. Raven reserves the right to deactivate your access to the services for non-payment. Additionally, Raven may change pricing or impose additional fees for new service components, with notice provided via email. 4. **Subscription**: Your plan will automatically renew for a subsequent period unless you notify Raven of your intent not to renew before the end of the current subscription period. 5. **Termination; Cancellation**: You can cancel your use of the services or terminate the agreement at any time by providing notice to Raven. However, you are still obligated to pay any remaining fees for the current subscription period, which may be accelerated for full payment within thirty days following cancellation. Raven may terminate the service or suspend your account at any time for any reason. Upon termination, your account may be disabled, but residual copies of information may remain in the system. 6. **Linking and Framing**: You may link directly to the service's home page from your website, but deep linking or framing without Raven's written permission is prohibited. You may not use any of Raven's intellectual property as part of a link or create any misleading links implying an endorsement or affiliation with Raven. 7. **YouTube Terms of Service**: By using Raven to connect to YouTube API Services, you agree to be bound by the **YouTube Terms of Service**.

4. TapClicks-S	1. **Applicability**: If the Customer does not use TapClicks -S product, they can disregard Addendum Section 4, as these Terms & Conditions are specifically meant for TapClicks -S product. If Customer does use TapClicks -S product and there are any contradictions between this section and any other Term or Condition, this section will have priority.
	2. **Access**: The TapClicks-S license provides you with SmartConnector access. This SmartConnector access enables data loading into your TapClicks instance through the following three sources: (a) manual file upload, (b) Google Sheets, (c) Email, or (d) TapAccess. While it may appear that other SmartConnector sources are available within the SmartConnector module, please note that these additional sources are not included in the "TapClicks-S" license.
	3. **Sources**. The three sources mentioned earlier, (a) manual file upload, (b) Google Sheets, (c) Email, or (d) TapAccess, are part of the "TapClicks-S" package. All other SmartConnector sources are considered part of the TapClicks "Pro" or TapClicks "Elite" packages. If you have purchased a license for the "TapClicks-S" package, any repeated use of SmartConnector sources that are not (a) manual file upload, (b) Google Sheets, (c) Email, or (d) TapAccess will be treated as usage of the TapClicks "Pro" or TapClicks "Elite" package. This usage will trigger a discussion with your TapClicks Account Manager or Account Executive regarding the possibility of upgrading your TapClicks license to the TapClicks "Pro" or TapClicks "Elite" package.
	4. **Not included features**. The TapClicks-S license also includes access to three features that are not part of the TapClicks 'Basic' package. These features are: (a) Alerts, (b) Automapping, and (c) Goals and Pacing. These features are considered part of the TapClicks 'Pro' or TapClicks 'Pro-2' package. If you have purchased a license for the 'TapClicks-S' package, any repeated use of these features will be considered as usage of the TapClicks 'Pro' package. This usage will initiate an upgrade conversation with your Account Manager or Account Executive.
5. TapData	1. **Applicability**: If the Customer is not using TapData, they can disregard Addendum Section 4, as these Terms & Conditions are exclusively intended for Raven Tools products. If Customer does use Raven Tools products and there are any conflicts between this section and any other Term or Condition, this section will prevail.
	2. INSERT TapData unique terms.