KOCHAVA★

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 1.1), Company agrees to be bound by this Agreement and all terms and conditions incorporated by reference. If you do not agree to the following terms and conditions, do not access or use the Platform. 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

Kochava provides real-time data solutions to marketers through its proprietary online software platform, available at kochava.com. *Kochava Measurement* enables Company to analyze performance of their apps and websites and attribute end-user interactions with advertisements to the Company's media partners. *Push, SMS & In-App Messaging* enables Company to deliver push notifications to its end users. *Kochava Audiences* enables Company to segment its end users into audience groups for syndication to Company-directed endpoints. *IdentityLink Bridge* enables Company to acquire deterministic mobile web attribution. *Kochava Collective* is a data marketplace, which enables Company to build and activate audiences for targeted advertising purposes. This Agreement addresses the distinct aspects of the aforementioned services in separately-named sections.

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 PLATFORM

1.1 KOCHAVA LICENSE. Kochava hereby grants a limited, non-exclusive, non-transferable, revocable license to Company and its Affiliates during the Trial Period (defined in SECTION 11.1) to access and use the Platform, 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, the SDKs and Site. "***SDKs***" means software development kits. "***Site***" means the web-based platform available at kochava.com through which Company can gain access to the services provided for under this Agreement, which include Measurement, Collective, Kochava Audiences, and IdentityLink Bridge. Furthermore, Kochava shall make available and license to Company all application program interfaces ("***API***") necessary for Company to fully exercise the rights and licenses granted hereunder.

1.2 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.

1.3 MODIFICATION OF PLATFORM. Kochava makes continuous improvements to the Platform and will use reasonable efforts to notify Company in the event of any material modification. Kochava reserves all rights to modify the Platform in its sole discretion.

1.4 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.

1.5 PROHIBITED ACTIVITIES. Company shall not: (i) allow a third party to access or use its User Account without prior authorization from Kochava; (ii) share any documentation, data, or insight derived from its use of the Platform with an unauthorized third party, other than service providers to Company and its Affiliates; (iii) create, or undertake to create, a product or service that may compete with, or replicate the functionality provided by, the Platform; (iv) assist, or undertake to assist, a third party in the creation of a product or service that may compete with, or replicate the functionality provided by, the Platform; (v) use the

Platform in any manner that may damage, disable, overburden, or impair the Platform, regardless of foreseeability; (vi) use the Platform in any manner that may give rise to civil or criminal liability or other damages, including without limitation, capturing, handling, or otherwise processing Sensitive Information (defined in Section 5.5) 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.

1.6 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 1.5 (Prohibited Activities).

2.0 Measurement

2.1 Background. *Kochava Measurement* enables Company to receive data relating to Company's advertising campaigns, installation of its applications, and End-User interactions with those applications. "*End User*" means a device associated to a mobile advertising identifier ("*MAID*"). Company determines exactly which Measurement Data it wants to capture, which analyses it wants to perform, and which reports it wants to run. "*Measurement Data*" means all electronic data processed by the Platform on behalf of and relating to Company or its Affiliates, whether Kochava receives the data via SDK, server-to-server ("*S2S*"), or Company's third party partners.

2.2 Company Measurement License. Company hereby grants a limited, non-exclusive, non-transferable, royalty-free, revocable license to Kochava to collect, process, and use Measurement Data for the purpose of providing attribution, analytics, and related modeling and reporting services via the Platform. Kochava has no rights in or to any Measurement Data not expressly authorized under this Agreement. All Measurement Data belongs to, and remains the exclusive property of, Company at all times. Kochava expressly disclaims any ownership in Measurement Data.

2.3 Measurement Data Processing. In order to utilize the Platform, Company must 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 Measurement Data which Kochava processes.

2.4 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, processing, or storing Measurement Data following termination or expiration of this Agreement.

2.5 Removal of Measurement Data. Company may extract or delete Measurement Data from the Platform at any time during the Trial Period or within thirty days following the termination or expiration of this Agreement. In the event Company is unable to extract or delete its Measurement Data through no fault of Company, Kochava will provide Company with reasonable assistance to do so.

3.0 Push, SMS & In-App Messaging

3.1 Background. *Kochava Push, SMS & In-App Messaging* enables Company to send in-app and outside-app notifications to End Users directly through the Platform ("*Push, SMS & In-App Messaging*"). *The terms and conditions contained in this Section 3.0 only have effect if Company activates the service described in this section*.

3.2 Company Push, SMS & In-App Messaging License. Company hereby grants a limited, non-exclusive, non-transferable, royalty-free, revocable license to Kochava to deliver in-app and outside-app notifications to End Users via the Platform, but only as instructed by Company.

3.3 Company Representation. Company represents that prior to instructing Kochava to deliver in-app or outside-app notifications to End Users, it has received all necessary consents and permissions from End Users to deliver such notifications to them.

4.0 Kochava Collective®

4.1 Background. *Kochava Collective* is a data marketplace, as provided at www.kochava.com/kochava-collective ("*Collective*"). Kochava populates Collective with audience data derived from third-party suppliers and from Kochava's proprietary *Free App Analytics* service ("*Collective Data*"). By accessing Collective, Company may browse and build audiences with the capability of sending those audiences to Collective's integrated advertising networks ("*Activation Partners*").

4.2 Kochava Collective License. Subject to the terms of this Agreement, Kochava hereby grants Company a limited, non-exclusive, non-transferable, revocable license to Company and its Affiliates during the Trial Period to: (i) access Collective; (ii) browse Collective Data and build audiences therefrom; and (iii)) activate media campaigns against those audiences through Activation Partners. As between Kochava and Company, all Collective Data is the exclusive property of Kochava. Company expressly disclaims any ownership in Collective Data.

4.3 Kochava Representations and Warranties. Kochava represents and warrants that it: (i) has lawfully obtained Collective Data and; (ii) will only make lawfully-obtained Collective Data available to Company in Collective.

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4.4 PRICING. There is no fee to access Collective; however, activating audiences is subject to an "**Audience Activation**" fee. The Audience Activation fee is billed on a CPM basis, but only if and when Company activates an audience. "**CPM**" or "**Cost per Mille**" means the price paid by Company per 1000 devices included in a given audience.

4.5 ACKNOWLEDGEMENT. The Parties acknowledge that this Agreement supersedes any web-based click-through terms associated with Company's access and use of Collective throughout the Trial Period.

5.0 KOCHAVA AUDIENCES

5.1 BACKGROUND. *Kochava Audiences* enables Company to segment its end users into audience groups for syndication to Company-directed endpoints. Company may utilize Kochava Audiences in conjunction with Offline Customer Data. "**Offline Customer Data**" means all electronic information about Company's customers which Company has collected (without the prior aid or participation of Kochava) and delivered to Kochava through Data Onboarding. "**Data Onboarding**" is the process of Company importing Offline Customer Data to the Platform. *The terms and conditions contained in this Section 5.0 only have effect if Company activates the service described in this section with the use of Offline Customer Data.*

5.2 COMPANY AUDIENCES LICENSE. Company grants Kochava a limited, revocable, worldwide, fully-paid license to (i) receive, process, and store Offline Customer Data; (ii) combine Offline Customer Data with Company's pre-existing Measurement Data; (iii) display Combined Data to Company via the Platform; and (iv) deliver Combined Data to Activation Partners in accordance with Company's instructions. "**Combined Data**" means the combination of Offline Customer Data and Measurement Data. As between Kochava and Company, all Offline Customer Data and Combined Data is the exclusive property of Company. Kochava expressly disclaims any ownership in Offline Customer Data and Combined Data. Kochava shall not contribute to, share with, or otherwise use Offline Customer Data or Combined Data for Collective or allow any third party to access or use Offline Customer Data or Combined Data.

5.3 REMOVAL OF OFFLINE CUSTOMER DATA. Company may extract or delete Offline Customer Data from the Platform at any time during the Trial Period or within 30 days following expiration or termination of this Agreement. Kochava shall delete any remaining Offline Customer Data thereafter.

5.4 AUTHORIZATION. The Parties acknowledge that all of Company's employees and agents who have access to the Platform are authorized to use Data Onboarding.

5.5 COMPANY REPRESENTATIONS & WARRANTIES. Company represents that all Offline Customer Data has been lawfully obtained from End Users with all applicable disclosures and consents. As applicable to Company's use of the Platform, Company warrants that Offline Customer Data: (i) will continue to be lawfully obtained from End Users with all applicable disclosures and consents; and (ii) will not include any Sensitive Information. "**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).

6.0 IDENTITYLINK BRIDGE

6.1 BACKGROUND. *IdentityLink Bridge* is a service that enables Company to receive deterministic mobile web attribution as a result of Kochava matching a cookie to a mobile advertising identifier ("**MAID**"). Kochava drops a cookie on a device's native browser when the End User clicks on an in-app ad, thereby creating a record comprised of the cookie and MAID (the "**Identity Record**"). Thereafter, when the End User clicks on a mobile web ad, Kochava is able to deterministically attribute the click to the Identity Record. Kochava pools all of the Identity Records for the benefit of all Kochava customers. *The terms and conditions contained in this Section 6.0 only have effect if Company activates the service described in this section.*

6.2 COMPANY IDENTITYLINK BRIDGE LICENSE. Company grants Kochava a limited, revocable, worldwide, fully-paid license to: (i) drop Kochava cookies onto End Users' native browsers where Company has enabled IdentityLink Bridge in the associated Campaign Tracker (defined in EXHIBIT A), (ii) create and store an Identity Record comprised of the cookie and MAID; (iii) match End Users' mobile web activity to the Identity Record; and (iv) provide such matching services to Company and third parties.

6.3 KOCHAVA REPRESENTATIONS & WARRANTIES. Kochava represents and warrants that the Identity Record is de-identified from Company, such that no third party will be able to determine that: (i) Company contributed the Identity Record to the pool of Identity Records, or (ii) any of Company's apps are associated with the Identity Record.

6.4 ACKNOWLEDGEMENT. Company acknowledges that all of Company's employees and agents who have access to the Platform are authorized to activate IdentityLink Bridge from within the Platform.

7.0 OWNERSHIP

7.1 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.

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7.2 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.

7.3 THIRD-PARTY TRANSFER. Kochava shall not transfer Measurement Data, Offline Customer Data, or Combined Data (collectively, "***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, activating a Kochava Audience to an Activation Partner, 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.

8.0 CONFIDENTIAL INFORMATION

8.1 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, Collective 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 8.0 survive the termination or expiration of this Agreement for two years.

8.2 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.

8.3 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.

8.4 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).

9.0 PRIVACY

9.1 PRIVACY POLICY. Kochava's publicly accessible privacy policy (*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.

9.2 DATA PROCESSING POLICY. Kochava's publicly accessible data processing policy (*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.

9.3 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.

10.0 FEES & PAYMENT

10.1 FEES & PAYMENT. Company will not incur any fees during the Trial Period (defined in Section 11).

11.0 TERM & TERMINATION

11.1 TERM. This Agreement begins on the Effective Date and continues in effect for a period of thirty days ("***Trial Period***"), upon which time this Agreement automatically terminates. Either Party may terminate this Agreement with or without cause at any time during the Trial Period upon providing the non-terminating Party with written notice of termination.

11.2 SURVIVAL. SECTIONS 2.4, 2.5, 5.3, 5.5, 7.0, 8.0, 11.2, 13.3, 13.4, 13.5, 14.0, 15.0, and 16.0 survive the expiration or termination of this Agreement.

12.0 INFORMATION SECURITY

12.1   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* for further information regarding the Kochava InfoSec policy.

13.0 REPRESENTATIONS; WARRANTIES; DISCLAIMER

13.1   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.

13.2   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.

13.3   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.

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

13.5   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.

14.0 INDEMNIFICATION

14.1   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 13.0.

14.2   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.

15.0 LIMITATION OF KOCHAVA LIABILITY

15.1   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.

15.2   LIMITATIONS. WITH THE EXCEPTION OF A KOCHAVA'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 14.0 (INDEMNIFICATION), KOCHAVA IS NOT LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES.

15.3   AGGREGATE LIABILITY LIMITATION. With the exception of a Kochava's indemnification and defense obligations under SECTION 14 (INDEMNIFICATION), in no event shall Kochava's aggregate liability to Company exceed $25,000.

16.0 GENERAL

16.1   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 Idaho, USA, without regard to its conflicts of law principles or provisions.

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

16.3   Dispute Limitation. 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.

16.4   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.

16.5   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.

16.6   Non-Solicitation. Company acknowledges that it is reasonable to refrain from soliciting for employment any employee of Kochava during the Trial Period and for a period of one year thereafter; therefore, it agrees to not solicit any employee of Kochava during such time.

16.7   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.

16.8   Assignment. Company shall not (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 Kochava's prior written consent is void.

16.9   Modification & Waiver. From time to time, Kochava may modify this Agreement by posting any such modifications at the following URL: https://www.kochava.com/license-service-agreement/. Notwithstanding this Section 16.9, the Parties acknowledge and agree that posting changes at the aforementioned URL satisfies the requirement, if any, to provide notice to Company. Company may not modify this Agreement without the prior written consent of Kochava. Any modification by Company without prior written consent from Kochava is void. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy. A waiver of one provision is not a waiver of any other provision. A waiver does not operate as a waiver of any future event.

16.10   Headings; Integration; Counterparts. The section headings in this Agreement do not define or limit the scope of their associated provisions. This Agreement, together with Exhibit A, 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.

16.11   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.

16.12   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

16.13   Incorporation of Exhibit. Each reference to the "Agreement" includes and incorporates Exhibit A, attached hereto.

This Agreement was last updated March 9, 2020.

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.

Advanced Attribution provides Company unrestricted use of Configurable Attribution.

Advanced Reporting provides Company access to download all available Kochava report types.

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

Analysis & Insights gives Company access to aggregated Collective data in order to perform research on user cohorts.

Audience Activation means the ability to export a set of MAIDs from the Collective to an Activation Partner for targeting by advertisement or other marketing method. Billed on a CPM basis.

Audience Segmentation enables Company to create and save groups of users based on one or more criteria.

Audience Syndication allows the Company to send audience lists to partners automatically.

Audience Targeting gives Company access to the Collective to buy target audiences. Client may buy a prepackaged audience, build their own custom audience, or build a lookalike audience.

Auto-optimize Multivariate Testing allows for Push, SMS & In-App Messaging to be monitored and optimized by the Kochava system.

Basic Attribution provides Company with attribution of campaign activity to conversions. Non-configurable, fixed lookback windows apply.

Blacklist Rule Syndication provides Company with the option to send network partners (who have the appropriate integration) information regarding why a particular attribution was designated as possibly fraudulent.

Campaign Trackers are the mechanisms by which Kochava collects Click data and metadata from an ad network.

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.

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)).

Cost, Revenue & ROI enables Company to calculate return on investment (ROI) through the ability to measure revenue, and media cost as reported by the Company's network partners that support cost reporting.

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.

Dynamic Deep Linking enables Company to define specific in-app or webpage destinations for End User redirection.

Enterprise Analytics Suite is a visualization of app transaction and attribution data across all 14 "Analytics" views; unlimited "Named Events" included, with up to 16 custom parameters per Event.

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."

Fractional Attribution allows the Company to assign weighted partial attribution for up to five influencers for each conversion.

Fraud Blacklist 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 "blacklisted" 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.

Full API Access enables Company to utilize all of Kochava's client facing APIs.

Historic Traffic Import provides Company with the option to upload historic measurement information into the Kochava system.

IdentityLink™ enables Company to link a specific user across multiple devices based on a Company-provided identifier.

IdentityLink™ Bridge enables Company to receive deterministic mobile web attribution as a result of Kochava matching a cookie to a MAID.

Impressions means the network-reported occurrence of a Company ad served by a publisher.

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.

Kochava Intelligence means access to the Kochava Intelligence Suite, which includes churn modeling in "Analytics," "Query" for custom SQL reporting, and "Optimization Insights" reporting.

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 & ROI allows Company to view the costs incurred and return on investment 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 Guide" and "Kochava Traffic Index."

Media Spend is the calculation of Company's media cost, as received by Kochava from Company's ad network sources and measured by Kochava.

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.

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.

Power Editor enables Company to modify multiple Campaign Trackers simultaneously within Campaign Manager.

Query is an interface allowing the direct querying of Company Data using SQL.

Push, SMS & In-App Messaging enables Company to send in-app and outside-app notifications to End Users directly through the Platform.

Real-Time Analytics gives Company access to visualized measurement data within the Kochava UI.

Real-Time Postbacks enables Company to send data to integrated partners in real-time based on the Company's configurations.

Reporting provides Company with access to download standard row-level and summary reports.

SDK Install & Event Authentication provides Company with anti-fraud function which combats SDK spoofing.

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 URLs that send End Users to defined destinations based on defined targeting criteria.

Standard Analytics Suite is a visualization of app transaction and attribution data across all 14 "Analytics" views; unlimited "Named Events" included, with up to 16 custom parameters per Event; Organic Events auto-configured off; Attributed Events are free, but exclude high frequency Events, such as Ad Views, App Open, Session, and others. Organic Events and high frequency Attributed Events can be tracked, subject to Exhibit B pricing.

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.

True LTV is a visualization of an End User's monetary value, as derived from various revenue sources (i.e. app purchase, in-app purchase, subscription, ad-revenue).

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.

Web SDK provides web tracking capabilities through real-time analytics.