

**truMeta, LLC**  
**TERMS AND CONDITIONS**

These Terms and Conditions (the “**Terms**”) are incorporated by reference into all Order Forms (as defined below) entered into by and between the customer listed in the Order Form, for itself and its affiliates (the “**Customer**”) and truMeta, LLC (“**truMeta**”). These Terms govern the provision and receipt of the Services (as defined below) and products (“**Products**”) identified in an Order Form (collectively, the Services and Products are referred to as “**Offerings**”). These Terms, the Order Forms, and any schedule or addenda thereto constitute the “**Agreement**”. truMeta and Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**”. For good and valuable consideration, the Parties agree as follows:

1. **The Services; Offerings.**

A. **Overview of Services.** Subject to and conditioned on Customer’s compliance with the Agreement, truMeta shall provide the digital and other services to Customer described in the Order Form, directly or through its Provider(s), as defined below (collectively, the “**Services**”). “**Provider(s)**” means third parties that perform a portion of the Offerings, subject to the terms and conditions of the Agreement. The Services are provided to Customer on a non-exclusive basis.

B. **Description of the Digital Services.** Where specified in the Order Form, truMeta shall: (i) place insertion orders (“**IOs**”) either with Customer’s Social Media Platforms (as defined below) or through truMeta’s Social Media Platform (individually and collectively, the “**Accounts**”); (ii) develop and deliver advertising content (“**Ads**”) through the Accounts; (iii) when a Social Media Platform user residing in the United States or Canada (the “**User**”) submits information in response to an Ad (such information is referred to individually with respect to a user and collectively with respect to all users as “**Customer Data**”), such Customer Data shall be redirected to truMeta, who shall, if specified in the Order Form, submit the Customer Data to the Third Party Product/Service (as defined below), and use the Customer Data or aggregate the Customer Data and information generated from the Third Party Product/Service (“**Third Party Data**”) to create a “**Lead**”. truMeta shall provide the Lead Data to Customer’s customer relationship management module within Customer’s DMS (as defined below), provided that Customer provides access to the DMS to truMeta; and (iv) truMeta shall provide to the User on Customer’s behalf a listing of vehicles/vessels from Customer’s inventory that matches User’s budget amount provided as part of the Customer Data. The Parties acknowledge that the Customer Data may contain Personal Data (as defined below). Customer shall ensure that all Users reside in the United States or Canada. The information relating to the Leads described above is referred to as the “**Lead Data**”. “**Social Media Platforms**” refer to the social media platform(s) identified in the Order Form that enables users to create and share content or participate in a social network.

C. **Offering Use.** If the Offering is comprised of licensed software or software as a service of truMeta and/or its Providers, truMeta hereby grants to Customer a limited, terminable non-exclusive, non-transferrable, non-assignable right during the Offering Term (as defined below) to use the Offering solely for Customer’s internal use solely by Customer’s Authorized Users. “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Offering under the rights granted to Customer pursuant to the Agreement. Customer is responsible for compliance by its Authorized Users with the terms and conditions of the Agreement. If the Offering generates reports, Customer agrees to use such reports in accordance with Applicable Laws and solely for its internal purposes. If Customer has subscribed for Offerings to validate Customer’s existing data with the Customer Data collected hereunder, Customer hereby grants to truMeta and its Providers a non-exclusive, limited license to access and use Customer’s DMS as reasonable required to provide the Offerings to Customer.

D. **Restrictions.** Customer shall not decompile, reverse engineer, disassemble, transfer, assign, distribute, resell, sublicense, copy, rent, or create any derivative work from all or any part of any Offering. Customer shall not make all or any part of any Offering available to any third party except as expressly contemplated hereunder in the normal course of Customer’s internal use of the Offering. Customer shall not circumvent or disable any

security or other technological features, or measures associated with any Offering. Customer shall not use its access to any Offering hereunder to create or develop, or assist another in creating or developing, a product or service that would compete with the Offering.

E. Implementation of Offerings. Within a reasonable time period after execution of the Order Form, truMeta shall work with Customer to create and implement the Offerings, and Customer shall reasonably cooperate with truMeta in a timely manner in connection therewith. truMeta shall not be responsible for any delay by Customer in implementing any Offering, and no such delay shall impact or alter the fees due under the Agreement with respect to such Offering. All fees set forth in the Order Form shall become due as set forth therein, regardless of when Customer starts using the Offerings.

F. Changes to Offerings. Customer acknowledges and agrees that truMeta may change or cancel any Offering at any time by providing 30 days' notice of such change to Customer. If Customer objects to such changes, it may terminate the affected Offerings as provided in Section 10(B) below.

## 2. **Customer Responsibilities.**

A. Authorization. Customer hereby appoints truMeta (directly or through a Provider) as its authorized agent for the limited purpose of: (i) entering into advertising terms and conditions with Social Media Platform providers relating to the Services; (ii) placing IOs with Social Media Platforms on Customer's behalf; and (iii) making all decisions and taking all actions relating to the Accounts with respect to the Offerings and the IOs. Customer shall ensure that truMeta has current login credentials to such Accounts during the Offering Term. Customer shall reasonably cooperate with truMeta in connection with effectuating and providing the Offerings.

B. Facebook Terms and Conditions. Where the Order Form specifies that truMeta is entering into IOs on Customer's behalf with Facebook (as defined below), Customer agrees to be bound by the then-current Facebook Advertising Terms and Conditions (presently found at [www.facebook.com/business/direct\\_terms\\_ads\\_en.php](http://www.facebook.com/business/direct_terms_ads_en.php)) and agrees that Facebook is an intended third party beneficiary under this Agreement with respect to Ads delivered through websites or other properties (including [www.facebook.com](http://www.facebook.com)) operated by or on behalf of Facebook or its affiliates, including through any media, devices or networks now known or hereafter developed (collectively, "**Facebook**"). Customer acknowledges and agrees that truMeta is not an affiliate or partner of Facebook and truMeta cannot make any guarantees or warranties about the effectiveness of the Ads placed on Facebook. Customer further acknowledges and agrees that at Facebook's request, truMeta shall deliver a copy of this Agreement to Facebook.

C. Ad Review. Customer shall promptly review and approve the Ads provided by truMeta.

D. Compliance with Laws. Customer represents, warrants and covenants that it is in and throughout the Agreement Term (as defined below) shall remain in full compliance with all federal and state laws, rules, and regulations applicable to Customer's receipt and use of the Offerings and any Customer Data arising from such Offerings, including without limitation, all applicable data privacy and security laws, export control laws and anti-bribery laws, as well as the Social Media Platforms' (including without limitation Facebook) policies applicable to its receipt and use of the Offerings and any Customer Data arising from such Offerings; all such laws, rules, regulations and Social Media Platform policies, as now existing and effective during the Agreement Term, are collectively referred to as "**Applicable Laws**". Without limiting the generality of the foregoing, Customer expressly represents, warrants and covenants that it has obtained all necessary consents, including "prior express written consent" (See 47 C.F.R. § 64.1200 (a)(1)-(2)) from each individual whose data will be provided to truMeta and/or the Providers to be used in the Offerings. Customer shall make all decisions related to the appropriateness of data supplied to truMeta for use in connection with the Offerings. For all Offerings, Customer shall be solely responsible for its compliance with all privacy and consumer protection laws relating to this Agreement, including without limitation, as applicable, the Telephone Consumer Protection Act ("**TCPA**"), Graham-Leach-Bliley Act and its implementing regulations, the CAN-SPAM Act, the laws of any state of the United States, the Personal Information Protections and Electronic Documents Act of Canada ("**PIPEDA**") and the laws of any province of Canada as applicable, and all other

Applicable Laws similar thereto or otherwise relating to consumer privacy, security, or protection. Customer acknowledges that with respect to its Canadian consumers, certain functionalities available within truMeta's Offerings may be subject to Canada's Anti-Spam Legislation ("**CASL**"), and Customer represents and warrants that it will use all Offerings subject to CASL in full compliance with CASL. Customer acknowledges and agrees that it is solely responsible for its CASL compliance in relation to use of all Offerings. Customer acknowledges and agrees that truMeta will be relying on Customer with regard to compliance with all applicable privacy and consumer protection laws including, without limitation, the selection of consumers with whom to communicate, the selection of communications targeted to such consumers, and receiving and tracking any opt-outs from any end consumer. Customer will ensure it has all necessary permission to disclose consumer information to truMeta and to authorize truMeta to process Customer Data as required and contemplated hereunder. To the extent Offerings transmit telephone calls or SMS messages on Customer's behalf, then Customer will follow applicable laws and regulations relating thereto. Customer shall be solely responsible for any violation of applicable consumer protection laws to the extent Customer authorized or requested truMeta's Offerings to communicate to Customer's current, prospective, or former end consumers.

E. **Changes.** Customer will immediately notify truMeta of any personnel changes that may affect truMeta's ability to provide the Offerings. Customer will provide truMeta with thirty (30) days' advance notice of any computer system or infrastructure changes that may affect truMeta's ability to provide any Offerings.

F. **Harm to truMeta.** Customer shall not take any action or inaction that is reasonably likely to, or actually harms the reputation of truMeta or its Offerings, or the goodwill associated with any of truMeta's trade names, trademarks, or service marks.

3. **Third Party Products and Services.** If the Order Form provides that Customer is purchasing products or services or licensing software from a third party that can be accessed and used in connection with the Offerings provided hereunder ("**Third Party Product/Service**"), Customer acknowledges that such Third Party Product/Service is set forth on the Order Form as a convenience to Customer. The terms and conditions applicable to the Third Party Product/Service apply to the provision, receipt and use of such Third Party Product/Service by Customer, and this Agreement does not apply to such Third Party Product/Service. TRUMETA DISCLAIMS ALL WARRANTIES, RESPONSIBILITY AND LIABILITY WITH RESPECT TO A THIRD PARTY PRODUCT/SERVICE. If the Third Party Product/Service generates data that will be used in connection with the Lead Data ("**Third Party Data**"), Customer hereby grants truMeta a non-exclusive, limited, right to: (i) transmit the Customer Data to the Third Party Product/Service on Customer's behalf; (ii) access and use the Third Party Data resulting from the Third Party Product/Service in connection with the Lead, and communicate such Third Party Data to Customer as part of the Lead. Customer will obtain all necessary authorizations and approvals from the Third Party Product/Service and Users as necessary for truMeta to access and use the Third Party Data reasonably required to perform the Services.

#### 4. **Intellectual Property.**

A. **Ownership.** Except as expressly set forth in the Agreement, Customer acknowledges and agrees that as between Customer and truMeta, truMeta and its Providers are the sole owners of all right, title, and interest, including without limitation, all intellectual property and proprietary rights in and to: (i) all Offerings, together with all additions, modifications, developments, or enhancements of any of the same; (ii) all technology, software, products, program code, designs, methods, ideas, concepts, know-how, techniques, modules, components, generic documents or templates, tools, or other information developed, improved, modified, or used by truMeta and its Providers in performing its obligations pursuant to the Agreement; (iii) all brands, trade names, trademarks, and service marks used by truMeta and its Providers in connection with the Offerings; and (iv) all data or content provided or used in connection with the Offering pursuant to the Agreement, including without limitation the Ads, except for the Customer Data and the Lead Data, which as between Customer and truMeta, subject to the rights of Users, shall be owned by Customer, subject to the licenses granted to truMeta and its Providers hereunder. truMeta reserves all rights in all of the foregoing not expressly granted to Customer pursuant to the Agreement, and Customer agrees not to claim or assert any interest therein. No rights whatsoever in or to any source code are granted by this Agreement. Any use of any of the foregoing without the express authorization of truMeta is strictly

prohibited. Customer and its personnel may have feedback, suggestions, or comments that truMeta or its related third parties may elect to incorporate, in whole or in part, into its software, products, services, and related intellectual property. truMeta and its related third parties shall own exclusively and in perpetuity all worldwide rights, title, and interest in and to any feedback and enhancements suggested by Customer and its personnel. Customer, for itself and its personnel, hereby assigns all of its right, title, and interest in any such feedback and enhancements suggested to truMeta or its Providers. Customer will execute such documents as may be deemed reasonably necessary to accomplish the objectives of this paragraph.

B. Restrictions. Customer shall not itself, or permit any third party to, use the process which is used with any Offerings or any variation thereof for any reason whatsoever other than as expressly authorized and contemplated by the Agreement. Customer shall not itself, or permit any third party to, use Customer's access to truMeta's Offerings hereunder, to develop or offer similar products or services that would be competitive with the Offerings offered by truMeta.

C. Trademark License. Customer hereby grants to truMeta and its Providers a non-exclusive, limited, license during the applicable Offering Term to display Customer's trademark in the Ads and to otherwise use the trademarks in order to provide the Offerings.

#### 5. **Right to Suspend.**

truMeta may suspend Customer's right to use the Offering in the event Customer is in breach of the Agreement and fails to cure such breach within ten (10) days of notice thereof, or immediately in the event truMeta reasonably believes such suspension is necessary to prevent unauthorized use of such Offering or to prevent an ongoing violation of any Applicable Laws. truMeta will use commercially reasonable efforts to notify Customer at least 24 hours prior to any such suspension.

#### 6. **Fees and Payment.**

A. Fees Due. Payment of all non-recurring fees set forth in the Order Form are due upon execution of the Order Form and are automatically billed on the 1st or 15th of each month during the Offering Term except as expressly agreed to the contrary in the Order Form. In the case of fees identified in the Order Form as recurring on a particular timed basis, such recurring fees are due from Customer on the date of each recurrence (for example, a fee identified as "monthly" or "per month" would recur once every calendar month on the monthly anniversary of the Effective Date, with comparable recurrence for calendar quarters or years). In the case of recurring fees identified as recurring and accumulating based on a count of usage (for example, fees identified as "per impression" or "per piece" or "per call"), truMeta will invoice Customer once per calendar month for the accumulated fees and the applicable fees shall be due immediately from the date of such invoice. truMeta and Customer may agree to include any timed recurring fees in such monthly invoice, in which case such timed recurring fees shall be due immediately from the date of such invoice as well, in lieu of being due as set forth above.

B. Payment Process. Customer shall make payment to truMeta in U.S. Dollars to the address set forth on the face of the Order Form or such other address as truMeta may designate in writing from time to time. All amounts paid pursuant to the Agreement are non-refundable.

C. Late Payments. Any fees not paid when first due shall be subject to a late payment fee of \$50.00 or one percent (1%) per month from the date first due, whichever is greater (or the amount permitted by Applicable Laws if lower). In addition to any other remedies that may be available, in the event that any fees due from Customer remain unpaid fifteen (15) or more days after the date first due, truMeta may, after having provided Customer written notice and ten (10) days to cure such overdue payment, without further notice or opportunity to cure and without liability or decrease in fees due, suspend performance of, or Customer's access to and right to use, any or all Offerings and suspend Customer's access to any or all Offerings. Any Offering so suspended shall be subject to a five-hundred-dollar (\$500) reconnection fee, along with payment in full of all outstanding balances and late payment

fees or interest, and truMeta shall have no obligation to lift any such suspension until all such fees and charges have been paid in full.

D. Fee Increases. Customer acknowledges and agrees that truMeta may pass through to Customer any increases in truMeta's third-party costs incurred in the provision of any Offerings to Customer under the Agreement. truMeta may increase the recurring costs associated with any Offerings in its discretion at any time by providing thirty (30) days' written notice to Customer of such price increase. Such price increase shall be applicable upon and after the first recurrence or invoice following such notice period. truMeta makes no representation that any non-recurring fee rates will be available for subsequent or renewal terms and the non-recurring fees associated with any Offerings, whether newly obtained or in any renewal term, shall be as specified by truMeta in a quotation or Order Form for such new or renewal term.

E. Taxes. Unless otherwise noted, the fees set forth in the Agreement do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer agrees to pay all Taxes on the Offerings except for any Taxes based on truMeta's income, property, and employees.

F. Fees Varying By Usage or Count Delivered. Where an Order Form identifies recurring fees that are based on a count of usage or amount actually delivered, truMeta will invoice Customer for the actual usage or delivered count and Customer agrees to pay the applicable fees for the actual count of usage or amount delivered. In such case, any total fee set forth in the Order Form is an estimate based on the estimated count provided by Customer and Customer agrees that the actual count will govern. Customer hereby grants truMeta permission to access Customer's DMS for the purpose of confirming Customer's usage or amounts consumed under an Order Form and/or to otherwise confirm amounts due under an Order Form.

## 7. **Data Privacy and Security.**

A. Privacy and Safeguarding of Data. truMeta will use commercially reasonable efforts to safeguard the privacy and security of Customer Data provided or made available to truMeta hereunder, including adopting and maintaining appropriate administrative, physical, and technical safeguards designed to prevent the destruction, loss, or unauthorized access or alteration of the Customer Data. Customer hereby authorizes truMeta and its Providers to use the Customer Data as required to: (i) provide the Offerings to Customers; (ii) share the Customer Data with suppliers of Third Party Products/Services; (iii) communicate with Users; (iv) transmit Lead Data to Customer; (v) interact with Social Media Platforms; (vi) enable the Third Party Products/Services that Customer has contracted for with its third parties; and (vii) store the Customer Data within Provider's software as a service platform for access and use by Customer and truMeta. truMeta shall use Personal Data in accordance with Applicable Laws. "**Personal Data**" means any information that, alone or in conjunction with other information, can be used to reasonably identify a User and that is subject to an Applicable Law. Customer hereby authorizes truMeta and its Providers to de-identify and aggregate the Customer Data for reporting purposes for Customer's benefit. Customer further authorizes truMeta and its Providers to de-identify and aggregate Customer Data with the data of other customers, which aggregations can be used by truMeta and its Providers for their internal purposes and for distribution to third parties, provided that no Personal Data shall be included in aggregations distributed to third parties. Any such aggregations shall constitute truMeta's Confidential Information.

B. Customer Privacy and Security. (i) Customer shall use all Customer Data, Personal Data and other data collected through the Offerings and otherwise provided to Customer hereunder in accordance with Applicable Laws; (ii) Customer shall adopt, maintain, and use reasonable and appropriate security measures to maintain the confidentiality and security of all of truMeta's Confidential Information and Customer Data, protect the secrecy of all access credentials made available to Customer for use of any Offerings, and secure Customer's access and use of all Offerings against malicious code, unauthorized access, or tampering; (iii) Customer shall obtain and maintain proper and sufficient permissions and authorizations for the use of all third party data and intellectual property, including, without limitation, all Customer Data and Personal Data of any individual that will be provided to truMeta or used in connection with the Agreement; (iv) Customer, on its behalf and on behalf of its Authorized

Users, represents, warrants and covenants to truMeta that in connection with accessing and using the Offerings: (a) all transmitted data from its data management system (“DMS”) and technology ecosystem will be free from viruses or embedded code that could damage or disable the Offerings, (b) it will secure its point of sale devices and implement appropriate data security controls over its data environment, (c) it will not perform or allow the unauthorized exhibit, presentation, recording, storage or capture of any Offerings content, and (d) as required by Applicable Laws, it has provided required notices to its end consumers that Customer is disclosing the end consumer’s information to truMeta and its Providers and notice that truMeta and Providers will disclose end consumer information to necessary third party service providers to carry out the purpose of the dealings between Customer and truMeta.

C. Compliance. truMeta will comply with all Customer written instructions regarding the treatment or handling of Customer Data, including instructions related to compliance with Applicable Laws. Each Party will comply with all Applicable Laws relating to the privacy and security of the Customer Data. Customer shall post on its website a “Privacy Notice” that clearly, conspicuously, and accurately describes how Customer collects, uses, and retains Personal Data, and such a description shall set forth that Customer has retained third-party service providers (like truMeta) to furnish digital advertisements on the behalf of Customer and collect and process Personal Data in connection therewith. For the avoidance of doubt, Customer shall, at all times, ensure Customer’s activities related to the collection, use, and retention of Personal Data comply with the representations set forth in its Privacy Notice and Applicable Laws. As between the Parties, Customer shall be solely responsible and liable for all acts and omissions related to the collection, use, and retention of Personal Data and truMeta expressly disclaims that Customer Data (including Personal Data) will be accurate, true, and complete.

D. Privacy Right Request. Customer is solely responsible for furnishing notice to Users with respect to any data privacy rights applicable to such Users, including how Users may exercise such rights with respect to Customer. Customer shall immediately (and within no more than 24 hours) notify truMeta in the event a User requests Customer (i) not sell their Personal Data or otherwise not be subject to online behavior advertising or targeted advertising, or (ii) to provide them access to, or delete, their Personal Data (a “**Data Subject Request**”). truMeta shall, to the extent legally permitted, promptly notify Customer if truMeta receives a Data Subject Request, and shall, to the extent practicable, seek to direct the User to Customer. truMeta shall, to the extent legally required, provide commercially reasonable assistance to Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request. Customer shall be responsible for any costs arising from truMeta’s provision of such assistance described herein. For the avoidance of doubt, Customer shall be fully responsible and liable for timely and appropriately responding to a Data Subject Request.

E. CCPA Disclaimer. For purposes of the California Consumer Privacy Act (“CCPA”), Customer shall be considered a “Business” and truMeta shall be considered a “Service Provider.” With regard to any Personal Data provided by Customer to truMeta or any Personal Data truMeta collects and processes on behalf Customer pursuant to this Agreement, truMeta hereby acknowledges and agrees that it shall not (i) “Sell” the Personal Data, (ii) retain, use, or disclose the Personal Data for any purpose other than for the specific purpose of performing the Services described in the Agreement, or (iii) retain, use, or disclose Personal Data outside of the direct business relationship with Customer. Without limiting the foregoing, each Party acknowledges and agrees that truMeta’s processing of Personal Data under the Agreement does not constitute, and is not the intent of either Party for such provision of Personal Data to constitute, a “Sale” of Personal Data, and if valuable consideration, monetary or otherwise, is being provided by Customer pursuant to this Agreement, such valuable consideration, monetary or otherwise, is so being provided for the services being rendered and not for the provision of Personal Data. For purposes of this paragraph only, the terms “Business,” “Service Provider,” “Sale,” and “Sell” shall have the same meaning as set forth in the CCPA (Cal. Civ. Code § 1798.140). The limitations set forth in this paragraph shall not be interpreted to prevent truMeta from complying with an applicable law, statute, regulation, or a binding order of a governmental or regulatory body.

F. Data Subject Requests. Without limiting Section 7(D) above, Customer will at all times process its Data Subject Requests upstream in its own DMS environment before processing such requests downstream with

truMeta. Customer acknowledges and understands that Offerings actively rely upon pulling Customer's end-consumer data from each enrolled rooftop's DMS, and any Customer Data deleted from the Offerings that remain in Customer's DMS will automatically be reimported to truMeta's Offerings. Customer will be solely liable to the extent that the Customer Data fails to be deleted from truMeta's systems, is re-imported to truMeta's systems, or is otherwise misprocessed by truMeta's systems arising from Customer's lack of compliance with this Section.

## 8. Confidentiality.

A. Definition. "**Confidential Information**" means any confidential or proprietary information of a Party (and in the case of truMeta, its Providers) (the "**Disclosing Party**") disclosed or made accessible to the other Party (the "**Receiving Party**") in the course of performance under this Agreement, including, without limitation, trade secrets, software code, algorithms, confidential know-how, confidential business information (including but not limited to; screen layouts, program flow, business logic, business plans, customer lists, vendor lists, strategic alliances, marketing strategies, and planned new products and services) and other information which the Disclosing Party considers to be proprietary or confidential. Without limitation, the Offerings (and the intellectual property appurtenant thereto) shall constitute Confidential Information of truMeta and the Customer Data and Lead Data shall constitute Confidential Information of Customer. Confidential Information, however, does not include information which: (i) is or becomes generally available to the public (other than as a result of disclosure or dissemination by the Receiving Party), (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) that is not bound by an obligation of confidentiality relating to the information, (iii) has been independently acquired or developed by the Receiving Party without violating any obligation to the Disclosing Party, or (iv) was rightfully in the possession of the Receiving Party prior to receipt from Disclosing Party.

B. Obligations as to Confidential Information. The Receiving Party shall: (i) limit access and use of the Confidential Information of the Disclosing Party to those of Receiving Party's employees, subcontractors, representatives and agents that require such access and use in connection with this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Section 8; (ii) except as permitted under Section 8(B)(i), not disclose or permit the disclosure of Disclosing Party's Confidential Information to any third party, unless first authorized in writing by the Disclosing Party or reasonably required to perform its obligations hereunder; (iii) protect the confidentiality and secrecy of the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as required to perform its obligations under the Agreement or as otherwise expressly permitted pursuant to the Agreement. Receiving Party shall take reasonable action with its employees, or authorized third parties, to satisfy its obligations hereunder. The obligations set forth above in this Section 8(B) shall survive termination of the Agreement and continue thereafter for a period of five (5) years thereafter (the "**Survival Period**"), except that for Confidential Information that constitutes a trade secret under Applicable Laws, the obligations under this Section 8(B) shall extend for the longer of the Survival Period or for so long as such Confidential Information remains a trade secret under Applicable Laws. Nothing in this Agreement is intended or shall be interpreted to limit, modify, or supersede any right or obligation related to any trade secret under Applicable Laws. Either Party may disclose the existence and general nature of the Agreement, but may not, without the prior consent of the other Party or as otherwise permitted herein, disclose the specific terms of the Agreement.

C. Mandatory Disclosure. Nothing in this Section 8 shall prevent a Receiving Party from disclosing Confidential Information in compliance with a lawful order of a court, administrative tribunal, or regulatory or law enforcement agency with applicable jurisdiction provided that the Receiving Party: (i) where legally permissible, provides prior notice to the Disclosing Party of the legal obligation to disclose; (ii) takes reasonable measures to disclose only the minimum amount of Confidential Information necessary to comply with the obligation; (iii) where legally permissible, takes reasonable measures at the Disclosing Party's request, cost and expense to limit the further use or disclosure of the disclosed Confidential Information through an applicable protective order or comparable means; and/or (iv) where legally permissible, provides the Disclosing Party the opportunity to object or otherwise intervene to prevent or limit the disclosure.

D. Return of Confidential Information. Upon request of the Disclosing Party upon termination of the Agreement, and at any other time upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to the Disclosing Party any Confidential Information of the Disclosing Party; or, at the Disclosing Party's election, to destroy such items and deliver to the Disclosing Party written certification that such materials have been destroyed. Notwithstanding the foregoing, the Receiving Party may retain the Disclosing Party's Confidential Information in its backup files (which shall be subject to destruction in accordance with the Receiving Party's then-current document retention policies) and may further retain a single copy of the Disclosing Party's Confidential Information, which retained Confidential Information shall remain subject to ongoing confidentiality obligations pursuant to this Section 8.

## 9. **Indemnification.**

A. Indemnification. Customer shall indemnify, defend and hold harmless truMeta, its Providers and Social Media Platforms, and its and their employees, agents, shareholders, officers, directors, successors and permitted assigns (each and collectively the "**Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, without limitation, attorneys' fees and the cost of enforcing any right to indemnification hereunder, incurred or sustained by an Indemnified Party, including, without limitation, arising out of or resulting from any demands, claims, investigations, lawsuits, or other proceedings of any kind made or brought against the Indemnified Party by a third party arising out of or relating to (each a "**Customer Covered Claim**"): (i) a breach or non-fulfillment of any obligation, representation, warranty of Customer; or (ii) a violation of any Applicable Law by Customer

B. Indemnification Procedure. With respect to all Customer Covered Claims, the Indemnified Party shall promptly notify Customer of any Customer Covered Claim and tender to Customer sole control of the defense and settlement of the Customer Covered Claim at Customer's expense, provided that Customer shall not settle any Customer Covered Claim in a manner that adversely affects the Indemnified Party's rights without the Indemnified Party's prior written consent, which will not unreasonably be withheld or delayed. The Indemnified Party shall provide, at the reasonable request of Customer, and at the Customer's expense, cooperation, and assistance in the defense of any Customer Covered Claim. The Indemnified Party may, in any event, participate in and observe the proceedings of any Customer Covered Claim at its own cost and expense with counsel of its own choosing. If Customer fails to accept the tender of defense of a Customer Covered Claim in writing within ten (10) days after receiving notice of the Customer Covered Claim from the Indemnified Party, then the Indemnified Party shall have the right to assume the exclusive defense of the Customer Covered Claim at Customer's expense. Any failure or delay by Customer in performance of its obligations under this Indemnification Procedure Section shall only relieve Customer of its indemnification obligation hereunder to the extent such failure or delay materially prejudices Customer's ability to defend or settle such Customer Covered Claim.

## 10. **Term and Termination.**

A. Agreement Term. The term of the Agreement ("**Agreement Term**") shall commence on the Effective Date of the first Order Form executed by the Parties and continue until the end of the last Offering Term (as defined below). When no Offerings are in effect, this Agreement and the Agreement Term shall terminate upon written notice by one Party to the other Party.

B. Offering Term. The Offering Term applicable to each Offering may be different and shall only remain in force for the Offering Term applicable to that specific Offering. Unless specified in the Order Form to the contrary, the Offering Term shall be thirty (30) days from the effective date of the Order Form (the "**Initial Offering Term**"), which shall automatically continue for successive renewal terms of thirty (30) days each (each a "**Renewal Offering Term**"), unless either Party provides at least thirty (30) days' prior written notice of termination. The Initial Offering Term and the Renewal Offering Term shall be the "**Offering Term**".

C. Termination for Cause. A Party may terminate this Agreement and/or an Order Form for cause by providing Notice to the breaching Party, in the event of a breach by the breaching Party of its obligations under this

Agreement and/or an Order Form, which breach, if capable of cure, is not cured within thirty (30) days after Notice to the breaching Party. For the avoidance of doubt, the following breaches by Customer shall give rise to truMeta's right to terminate this Agreement and the Order Form for breach with immediate effect (without a cure period): (i) Customer's breach of its confidentiality and data privacy/security obligations contained herein; (ii) Customer's breach of the use restrictions with respect to the Offerings; (iii) Customer's violation of Applicable Laws; or (iv) Customer's bankruptcy, reorganization or similar proceeding that is not discharged within thirty (30) days of such filing, or Customer is dissolved or liquidated.

D. Effect of Termination. The termination of this Agreement and/or the Order Form for any reason shall not terminate any liability or obligation of Customer hereunder which accrues prior to the effective date of such termination, including, without limitation, Customer's obligation to pay any amounts that are or become due to truMeta up to the date of termination. Upon termination of the Agreement, all Order Forms shall automatically terminate and Customer's right to receive or use any and all Offerings shall immediately cease and all licenses to the Offerings granted in the Agreement and the Order Forms are immediately revoked. In the event of termination of this Agreement, all unpaid balances shall immediately become due and payable. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief.

## 11. **General Terms.**

A. Relationship of the Parties. The Parties are and shall remain independent contractors to one another. Nothing herein, and no act taken in accordance with the Agreement, shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties, and neither Party shall have the right to obligate or bind the other party in any manner to any third party.

B. Survival. All provisions of this Agreement which by their nature are intended to survive the termination of the Agreement (including, without limitation, the provisions of Confidentiality, Indemnification, Limitations and Disclaimers, and General Terms) shall survive such termination in accordance with their terms.

C. Notices. All other notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth in the Order Form (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice is effective only if the Party giving the Notice has complied with the requirements of this Section.

D. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

E. Entire Agreement. These Terms and any terms and conditions incorporated by reference herein, together with the Order Form and any terms and conditions, exhibits or addenda incorporated by reference therein, constitutes the sole and entire agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. truMeta reserves the right to change or add new provisions to the Agreement at any time to address new requirements under Applicable Laws or truMeta's contractual commitments, changes in business requirements, or otherwise as truMeta deems necessary, in its sole discretion. If truMeta makes any changes to the Agreement, truMeta will provide Customer with Notice of such changes. Customer's continued use of the Services after Customer's receipt of such Notice shall constitute acceptance of such new or changed terms. Except as provided in this Section with respect to truMeta, the Agreement may only be modified with a written amendment expressly referring to the Agreement and executed by each Party. Any additional or contrary terms and conditions contained on or in a purchase order shall have no effect and are hereby expressly rejected.

F. Assignment. Customer may not assign the Agreement or any of Customer's interests, rights, or obligations thereunder, either by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of truMeta, which may be withheld for any reason. Any purported assignment in violation of the foregoing shall be null and void ab initio. truMeta may assign this Agreement or delegate any portion of its obligations under the Agreement to a Provider for any reason, in its sole discretion, including statutory assignments such as merger, and truMeta's rights and/or obligations hereunder, including without limitation assignment of amounts due by Customer to a financial institution, factor or leasing company of truMeta's choice. Subject to the foregoing, the Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and assigns.

G. Force Majeure. Delays or failure of truMeta or its Providers in the performance of any obligations under the Agreement, including but not limited to operation or performance of any Offerings, shall be excused where such a delay or failure is caused by events beyond the reasonable control of truMeta and/or its Providers, including, but not limited to, acts of God; explosion, flood, fire, or hurricane; any form of civil unrest; labor strike; government action, order or law; national or regional emergency; non-availability of adequate power; loss and destruction of property; server failures; software glitches; failure of internet service providers; and failure of telecommunications providers.

H. No Third-Party Beneficiaries. Except with respect to the Providers, Social Media Platform providers and expressly stated herein, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

I. No Waiver. No term or provision of the Agreement shall be deemed waived and no breach excused unless such waiver or excuse is in writing signed by the Party granting such waiver or excusing such breach. No consent to, or waiver of, a breach, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different or subsequent breach by such Party.

J. Severability. In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if for any reason, any applicable authority finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. If it is determined that any Offering cannot be used for one or more applications by Customer as a result of restrictions under Applicable Law, Customer agrees to comply with all such restrictions, and such restrictions shall not otherwise impact the terms of the Agreement.

K. Governing Law, Jurisdiction, and Venue. The Agreement and any disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Ohio and the United States but without regard to conflicts of law principles thereof. Jurisdiction and venue for any dispute between the Parties arising under or related to the Agreement shall be exclusively in the United States District Court for the Southern District of Ohio, or other courts located in Hamilton County, Ohio, as applicable, and the judgment of said courts on any matter may be entered in any court having jurisdiction over a Party to the Agreement. Each Party hereby expressly and irrevocably waives any right that it may have to contest the jurisdiction of such courts or the appropriateness of such venue.

L. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under this Agreement, including without limitation, (i) its confidentiality, data privacy and data security obligations, (ii) its obligation to comply with use restrictions with respect to the Offerings, (iii) its obligation to maintain the security of its own information technology infrastructure and all access to and use of the Offerings, or (iv) its violation of Applicable Laws, may cause truMeta irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach by Customer,

truMeta will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

M. Order of Precedence. In the event of any inconsistency or conflict between the provisions in these Terms and the provisions of the Order Form, the provisions in the Terms will prevail unless the Order Form expressly states that it prevails with respect to the conflict.

N. Representations and Warranties. Each Party represents and warrants: (i) it has the full corporate or other right and authority to execute and deliver the Agreement (for itself and in the case of Customer, its affiliates) and to perform the acts and obligations required of it under the Agreement; (ii) its execution of and performance under the Agreement shall not violate any agreement to which it is a party or by which it is bound; (iii) the Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms; (iv) the person executing the Order Form for Customer is authorized to execute the Order Form on Customer's behalf.

O. Disclaimers of Warranties. THE OFFERINGS AND ANY OBLIGATIONS OF TRUMETA, ITS PROVIDERS AND THE SOCIAL MEDIA PLATFORMS UNDER THE AGREEMENT ARE BEING PROVIDED ON AN "AS-IS", "WHERE-IS" BASIS WITH NO WARRANTIES WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. TRUMETA, ITS PROVIDERS AND SOCIAL MEDIA PLATFORMS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OF DATA, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

P. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL TRUMETA, ITS PROVIDERS AND THE SOCIAL MEDIA PLATFORMS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THIS AGREEMENT AND/OR THE OFFERINGS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COST OF DELAY OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. IN NO EVENT SHALL TRUMETA, ITS PROVIDERS AND THE SOCIAL MEDIA PLATFORMS BE LIABLE FOR ANY CLAIM MADE HEREUNDER FOR ANY AMOUNT IN THE AGGREGATE THAT IS GREATER THAN TEN THOUSAND DOLLARS (USD \$10,000). CUSTOMER ACKNOWLEDGES THAT TRUMETA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION APPLY UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF DAMAGES OR LIABILITY AND REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE.

SIGNING THE ORDER FORM INDICATES THE FOREGOING TERMS ARE AGREED TO AND ACCEPTED BY CUSTOMER AND TRUMETA.