

## Airship – Gummicube ASO Services Terms of Subscription Service

These terms are effective as of May 1, 2023 (“Effective Date”).

Please review these terms, as they are legally binding and by continuing to receive access, support, and use of Airship’s Gummicube ASO Services Platform and associated ASO Services for Designated Applications (“ASO Services”) after the Effective Date, you are accepting these terms.

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE ASO SERVICES PLATFORMS INCLUDING DATACUBE® AND SPLITCUBE.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU”, “YOUR” OR “CUSTOMER” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

**DEFINITIONS.** In addition to the terms defined in the body of the Agreement, the following terms have the following meanings:

**“Additional Approved Territories”** means the additional Approved Territories for each Designated Application that Customer has requested Company target as designated in the current or a subsequent Order Form or Statement of Work (with such orders for work collectively referenced hereafter as an “Order Form”).

**“Additional Approved Languages”** means the additional languages for the Designated Application. Additional Approved Languages may be applied as a secondary language for an Initial Approved Territory or an Additional Approved Territory or the first language associated with an Additional Approved Territory.

**“Aggregate Data”** means any data and learnings that are derived or aggregated in de-identified form (i) based on methods and learnings derived from the ASO Services provided to Customer; or (ii) from Customer’s and/or its Authorized Users’ Use of the Services, including, without limitation, any usage data or trends with respect to the ASO Services Platform.

**“Approved Territory”** means the territory or location for each Designated Application that Customer has requested Company target and as designated in an Order Form.

**“ASO Initial Term”** means the minimum initial term from the effective date of an Order Form for each Designated Application added to an Order Form.

**“ASO Renewal Term”** means subsequent renewal terms for each Designated Application after expiration of each ASO Initial Term as listed on an Order Form.

**“ASO Services”** means the Mobile App optimization support services provided by Company to Customer as more particularly described in a relevant Order Form. ASO Services include support and assistance provided by Company associated with the ASO Services Platform, Paid Search Management Service and any other services ordered by Customer.

**“ASO Services Platform”** means Company’s proprietary hosted software platform, which is used by Company to provide the ASO Services and includes the right for Customer to Use the DATACUBE software and the SPLITCUBE software, and any updates, patches, bug fixes and upgrades thereto that may be provided by Company.

**“Authorized User”** means an employee or contractor whom Customer has expressly authorized to Use the ASO Services Platform.

**“Combined Stores”** If both Mobile Application Stores are required they are referenced as “Combined Stores”.

**“Company IP”** means the ASO Services Platform, the underlying software provided in conjunction with the ASO Services Platform, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the ASO Services Platform or the ASO Services, Documentation, Aggregate Data, and any other information, data, data models, content or materials made available through the Services, including all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing. Company IP excludes the Customer Materials.

**“Customer Materials”** means all information, data, content and other materials, in any form or medium, that is submitted, collected, transmitted or otherwise provided by or on behalf of Customer to Company through the ASO Services Platform or to Company in connection with Customer’s use of the ASO Services, but excluding, for clarity, Aggregate Data, Company IP, and any other information, data, data models, know-how, content or materials owned or controlled by Company and made available through or in connection with the ASO Services.

**“DATACUBE®”** means the software designed to analyze competitive positioning of Mobile Apps and to provide search optimization data and related features and functionalities for Mobile Apps.

**“Deliverables”** provided with the ASO Services may include reports, presentations, or documents consisting of research, analysis, findings and/or recommendations relating to a Designated Application that result from Customer’s Use of the ASO Services Platform or that are otherwise provided by Company to Customer in providing Customer with the ASO Services under this Agreement as may be more specifically described in an Order Form , including, if applicable: (i) optimized titles, descriptions or other text specific to Customer; (ii) reports on Keyword & Metadata Optimization; (iii) target keywords or metadata sets for Designated Applications; (iv) final Customer assets to be deployed in the Mobile Application Store; (v) creative assets for and recommendations based on A/B testing for a Designated Application; (vi) Customer assets associated with user acquisition campaigns or paid search campaigns; and (vii) media spend, impressions, downloads and other key performance indicators reporting resulting from Company’s turnkey management of Apple Search Ads, Google UAC or any other paid user acquisition channels on behalf of Customer.

**“Designated Applications”** means the Mobile App designated by Customer in an applicable Order Form.

**“Documentation”** means the user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form if and as provided by Company to Customer (including any revised versions thereof) relating to the ASO Services Platform, which may be updated from time to time upon notice to Customer.

**“End User”** shall mean a user directed by Customer to interact with Customer’s Mobile Application Store Page.

**“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trademarks, sales marks, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

**“Initial Approved Territory”** means the first Approved Territory for each Designated Application that Customer has requested Company target as designated in an Order Form.

**“Initial Approved Language”** means the first approved language for the Designated Application in the Initial Approved Territory that the Customer has requested the Company target as designated in an Order Form. **“Mobile App”** means mobile application(s) which are distributed on the Mobile Application Store(s).

**“Mobile Application Store”** means Apple App Store, Google Play store or other third party offered mobile application store, as identified in an applicable Order Form. If both Mobile Application Stores are required they are referenced as “Combined Stores”.

**“Paid Search Management Service”** means the services related to campaign set up, keyword selection, performance evaluation and bid adjustments, CPI goal monitoring, conversion optimization, and associated reporting and analytics for the selected Mobile Application Store as elected by Customer in an Order Form. The Paid Search Management Service is subject to the additional Paid Search Management Terms included below.

**“Person”** means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

**“SPLITCUBE”** means the software designed to launch virtual Mobile Application Store listing pages for A/B multivariant testing of Mobile Apps.

**“Statement of Work”** means a mutually executed statement of work which references this Agreement and describes the specific Services to be provided by the Company to the Customer. Customers may sign multiple Statements of Work for additional ASO Services. Customers may also sign an Order Form for the same purpose and either a Statement of Work or Order Form will have the same effect.

**“Use”** means to use and/or access the ASO Services Platform in accordance with this Agreement and any Documentation.

## **2. ASO SERVICES.**

**2.1 Ordering.** The specifics of Customer’s order will be set forth on one or more Order Forms that reference this Agreement. Customer’s execution of an Order Form and Airship’s acceptance of such Order Form constitutes a binding commitment to purchase the ASO Services and/or items described on such Order Form under the terms and conditions of this Agreement. All Statements of Work accepted by Airship that reference this Agreement are incorporated herein.

**2.2 Provision of Service.** During the ASO Initial Term and ASO Renewal Term, Airship shall (i) make the ASO Services available to Customer pursuant to this Agreement, the Documentation, and the applicable Order Form, and (ii) provide support services for the ASO Services as listed on the Order Form to Customer.

## **3. USE OF ASO SERVICES.**

**3.1 Initial Term and Renewal Terms.** There will be a minimum initial term for Designated Applications as provided in the applicable Order Form. Delivery of the ASO Services occurs upon commencement of work by Company in providing the ASO Services.

**3.2 Customer Responsibilities.** Customer shall access and use the ASO Services only in accordance with this Agreement, the Documentation, and Applicable Laws. Customer will not allow any Person other than Authorized Users to Use the ASO Services Platform. Customer may permit Authorized Users to Use the ASO Services Platform, *provided* that Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their Use of the ASO Services Platform. Customer will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the ASO Services Platform in accordance with customary security protocols, and will promptly notify Company if Customer knows or reasonably suspects that any user name and/or password has been compromised. Customer will reasonably cooperate with Company as needed to facilitate the ASO Services, which cooperation will include: (i) providing timely feedback and approvals and assisting in resolving Company's questions within an agreed upon or commercially reasonable timeline; (ii) providing access to Customer Materials or any other support or documentation that is deemed necessary for Company to perform the ASO Services and provide the Deliverables to Customer; and (iii) implementing and deploying any adjustments, changes, or specific optimization recommendations on each Designated Application's store listing.

**3.3 Usage Restrictions.** Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to directly or indirectly: (i) use the ASO Services Platform in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the ASO Services Platform or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the ASO Services Platform, its source code or data or content contained in or transmitted through the ASO Services Platform, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the ASO Services Platform to any other Person, or otherwise allow any Person to use the ASO Services Platform and the Documentation for any purpose other than for the benefit of Customer in accordance with this Agreement; (v) use the ASO Services Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the ASO Services Platform, or any data or content contained therein or transmitted thereby; (vii) access or search the ASO Services Platform (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or ASO Services Platform features provided by Company for use expressly for such purposes; or (viii) use the ASO Services Platform, Documentation or any other Company IP or Company Confidential Information (as defined below) for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the ASO Services.

### **3.4 Adding Additional Territories and Languages.**

- a. **Additional Approved Territories:** Customer may request ASO Services for keyword and metadata optimization for any number of Additional Approved Territories at any time for each Designated Application. Airship leverages local data from the specific Additional Approved Territory requested by Customer for the purpose of keyword & metadata optimization.
- b. **Additional Approved Languages:** Customer may request support for Additional Approved Languages at any time for each Designated Application. Additional Approved Languages may be applied as a secondary language for an Initial Approved Territory or an Additional Approved Territory or the first language associated with an Additional Approved Territory.
- c. **Ordering:** To add new Designated Applications, Additional Approved Territories, additional Mobile Application Stores, or Additional Approved Languages at any time, (each an “Additional ASO Service”), Customer will provide written authorization for the additional work by: (i) signing an additional Order Form; (ii) signing an amendment to an existing Order Form; or (iii) providing an email from an authorized Customer representative approving the request for each new Additional ASO Service.

### **3.5 Description of the Services.**

- a. **Full-Service ASO Services for Keyword & Metadata Optimization**
  1. DATACUBE® Subscription Licence. Subject to the terms of the Agreement, Airship shall provision each Designated Application within DATACUBE.
  2. Airship shall provide assistance in managing the keyword & metadata optimization process for each Designated Application (“Keyword & Metadata Optimization Services”). Recommendations may include reports, research, analysis, and findings associated with the following:
    - i. **Keywords** - Keyword recommendations for use in the applicable Mobile Application Store.
    - ii. **Title** - Unique optimised titles for each Designated Application in the applicable Mobile Application Store. As it relates to the Apple App Store, this shall include the “subtitle” from iOS 11 forward.
    - iii. **Long Description** – Unique optimised long description for each Designated Application in the applicable Mobile Application Store.
    - iv. **Short Description**- Optimised short description and/or promotional text for each Designated Application in the applicable Mobile Application Store.
  3. As part of the ASO Services, Airship will provide a fully authored set of metadata together with target keywords for each Designated Application. Customer must specify in writing if Customer requires assistance from Airship for inputting specific metadata into the applicable Mobile Application Store consoles.

**b. Full-Service ASO Services for Conversion Optimization**

1. If use of SPLITCUBE is included in the ASO Services, the terms of this section shall apply.
2. SPLITCUBE Software Access. Subject to the terms of the Agreement, Customer shall have access to the SPLITCUBE software. SPLITCUBE will enable Customer to launch and direct End User traffic to a virtual replica of Customer's Mobile Application Store listing pages and search results hosted by SPLITCUBE, ("Virtual Mobile Application Store Page"), in order to measure End User conversion rates and interactions. The look and feel of the Virtual Mobile Application Store Page and search results will be substantially similar to the look and feel in the actual Mobile Application Store, including user clickable expansion modules, auto play videos, and all components a typical user may reasonably expect to interact with inside the live stores. During an A/B multivariate test using SPLITCUBE multiple creative variants may be rotated on the hosted pages and the End User interaction and clicks will be tracked.
3. SPLITCUBE requires traffic to be directed to the Virtual Mobile Application Store Pages to achieve results. Airship is not responsible for providing traffic associated with use of SPLITCUBE and the cost of traffic for any SPLITCUBE test shall be borne exclusively by Customer subject to the terms of the Agreement. If Airship assists Customer with managing costs of traffic and incurs costs with Customer's prior approval, then Customer shall either pay the costs of traffic up from or reimburse Company for all such traffic costs at Customer's option as mutually agreed by the Parties.
4. Airship shall provide assistance in managing the conversion optimization process for Designated Applications including producing or assisting in producing all assets associated with the conversion optimization activities including final assets to be deployed in the applicable Mobile Application Store. Conversion optimization includes analysis and testing of the following:
  - i. **Icon** – Analysis and recommendations to improve Mobile App icon (color palette, iconography, etc.) based on market research.
  - ii. **Screenshots** – Analysis and recommendations to improve screenshots (layouts, highlighted features, call to action, color palette, etc.) based on market research.
  - iii. **Feature Graphics** – Analysis and recommendations to improve feature graphics or poster frame graphics highlighted by the applicable Mobile Application Store (highlighted features, call to action, color palette, etc.) based on market research.
  - iv. **Video** – Analysis and recommendations to improve Mobile App video (layouts, highlighted features, call to action, color palette, play time, etc.) based on market research.
5. After completing an analysis and upon availability of creative to support testing, Airship will assist Customer with A/B multivariate testing of all creative variants. This testing may include the following activities:

- i. **Google Experiments Testing** – Conduct live A/B testing using Google Experiments in the Google Play Store by using traffic on the store listing page.
    - ii. **Apple Product Page Optimization** – Conduct live A/B testing using Apple Product Page Optimization.
    - iii. **SPLITCUBE A/B Testing** – Conduct live A/B testing using the Virtual Mobile Application Store Page and search results.
  6. With the Full Service ASO Services for Conversion Optimization, Airship shall provide Customer with findings and recommendations regarding the A/B multivariate testing of icons, screenshots or video including associated data from the tests conducted, data pertaining to installs, impressions, conversion, traffic sources, and related confidence interval indicators.
  7. If Customer’s use of Airship’s services for production of creative assets for A/B multivariate testing is included in an Order Form, Airship shall also provide Customer with several variants to test icons and/or screenshots. Unless otherwise indicated in the Order Form, video production (e.g., for app preview videos) is not included as part of Airship’s standard creative services offering but may be selected as an a la carte service, with pricing quoted based on the scope of each video produced. Airship will collaborate with Customer to ensure all development is compliant with branding guidelines and other stated requirements. For each round of A/B multivariate testing, Customer shall be entitled to approve concept variants. Customer shall receive two (2) rounds of revision for each concept variant. Any additional revisions will be subject to additional creative services fees, which will be estimated by Airship based on the scope of requested changes and communicated in writing to Customer before proceeding with any such revisions.
- c. **Paid Search Management.** If this service is included on an Order Form, the ASO Services shall include management of Apple Search Ads and/or Google UAC campaigns. For the selected Mobile Application Store, Company shall assist Customer with: campaign set up, keyword selection, performance evaluation and bid adjustments, CPI goal monitoring, conversion optimization, and associated reporting and analytics. The details of this service are provided in the additional Paid Search Management Terms below and are hereby incorporated by reference in any applicable Order Form, (“Paid Search Management Terms”).

#### **4. FEES AND PAYMENT.**

**4.1 Fees.** Customer shall pay all fees specified in all applicable Order Forms. Except as otherwise specified in an Order Form: (i) fees are based on the ASO Services specified in the applicable Order Form; (ii) all fees are per month per Mobile App for each Mobile Application Store (e.g. Apple App Store or Google Play Store); and (iii) fees are non-refundable and without offset or deduction. The fees set forth in the Order Form are valid for the ASO Services Initial Term. Unless otherwise stated in the Order Form, the

applicable fee for any automatic renewal term will be determined using Airship's then-current list price applicable for such renewed Service.

Customer may at any time add any number of Additional Approved Territories or Additional Approved Languages for each Designated Application. Customer will provide written authorization for the additional scope by: (i) signing an additional Order Form; (ii) signing an amendment to an existing Order Form; or (iii) providing an email from a Customer representative approving the request for each addition. Actual pricing and fees due shall be determined by the number of Designated Applications signed up for the ASO Services each month and any Additional Approved Territories and Additional Approved Languages that may be requested by Customer, in accordance with the fees set forth in the Order Form.

**4.2 ASO Services Pricing Terms.** Unless otherwise stated in an Order Form, all Fees are per month per Mobile App for each Mobile Application Store (e.g. Apple App Store or Google Play Store). If both Mobile Application Stores are required they are referenced as "Combined Stores".

- a. **Full-Service ASO Services** – The applicable recurring rate to add one Designated Application in the Initial Approved Territory for one language in a single Mobile Application Store for ASO Services outlined in the Order Form.
- b. **Additional Territory Localization** – The applicable recurring rate to add customized optimization for Keywords and Metadata in additional territories. Includes translation costs, if applicable. This can be selected only when Full-Service ASO Services are in effect for at least one territory or language on the applicable Mobile Application Store where Additional Territory Localization is being requested.
- c. **Creative Services** – The ASO Services may include creative services for static assets on the Mobile Application Store listing as part of the Full-Service ASO Services Fee. This does not include video production (which Customer may request if desired). If video production is ordered, Airship will provide a custom price quote specific to the video production work requested. This does not include Paid Creative Services (i.e., creative services associated with User Acquisition Campaigns or Paid Search Campaigns) which are assessed at the Paid Creative Services Fees listed in an Order Form.
- d. **Channel** - With respect to Paid Search and User Acquisition, the Channel refers to each of the following: ASA (Apple Search Ads), FB (Facebook), or GA (Google Ads).

**4.3 Traffic or Media Payments.** Where Customer purchases ASO Services under an Order Form where Airship manages Paid Search Management or other paid user acquisition activities for Customer or where traffic is directed to the Customer's hosted pages, Customer will be responsible for providing Airship with funds for all media or traffic costs associated with such activities in advance or providing a real time payment method to fund media budgets. Airship will not be responsible for advancing or financing any such activities, and Customer will be responsible for replenishing funds for media or traffic budgets prior to depletion.

**4.4 Invoicing and Payment.** Unless otherwise provided in the Order Form, payment for the fees shall be billed automatically and in advance on a recurring basis as specified in an Order Form. Customer may remit payment via ACH debit, credit card, wire transfer, check or other accepted payment method. All invoices are marked due upon receipt and any payments not received within 30 days of the issuance of the corresponding invoices shall be deemed late. Neither Airship nor Customer will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other party under this Agreement. If Airship cannot charge Customer's selected payment method for any reason (such as expiration or insufficient funds), Customer remains responsible for any uncollected amounts, and Airship will attempt to charge the payment method again as Customer may update its payment method information. In accordance with local law, Airship may update information regarding Customer's selected payment method if provided such information by Customer's financial institution. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Airship may suspend the ASO Services and access to the ASO Services Platform until all payments are made in full. In addition, if any payment becomes 30 days past due, then Airship may terminate the Agreement. Customer will reimburse Airship for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

**4.5 Taxes.** Fees 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 is responsible for paying all Taxes associated with its purchases hereunder. If Airship has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Airship will invoice Customer and Customer shall pay that amount unless Customer provides Airship with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Airship is solely responsible for taxes assessable against it based on its income, property and employees.

## **5. PROPRIETARY RIGHTS AND LICENSES.**

**5.1 The Services.** Subject to the terms and conditions of this Agreement, (i) Airship will provide the ASO Services to Customer in accordance with this Agreement and as described in an applicable Order Form in the Approved Territories, and (ii) Airship hereby grants Customer a limited, non-exclusive, non-transferable right to Use the ASO

Services Platform in the Approved Territories during the Term in accordance with the Documentation, the Order Form and any additional applicable Exhibits, solely for Customer's internal business purposes and in accordance with any limitations or restrictions set forth in the Order Form. Access to DATACUBE provides access to functionalities for the purpose of optimization including, but not limited to: (i) market trends & Mobile App data including category search trend data, search trend data by Mobile App type, and review tracking; (ii) keyword optimization including keyword category analysis; phrase matching keyword matrix analysis; on/off page keyword analysis; multilingual research; and volume & trending volume analysis; (iii) competitive analysis including competitor research; competitor tracking; competitor keyword lookup; and On/Off page competitor analysis; and (iv) reporting including store visibility reporting and keyword tracking; build authoring tools; cohort reports for each build released. SPLITCUBE provides functionalities to host Virtual Mobile Application Store Page listings and search results for A/B testing of Mobile Apps.

**5.2 Use Restrictions.** Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to directly or indirectly: (i) use the ASO Services Platform in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the ASO Services Platform or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the ASO Services Platform, its source code or data or content contained in or transmitted through the ASO Services Platform, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the ASO Services Platform to any other Person, or otherwise allow any Person to use the ASO Services Platform and the Documentation for any purpose other than for the benefit of Customer in accordance with this Agreement; (v) use the ASO Services Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the ASO Services Platform, or any data or content contained therein or transmitted thereby; (vii) access or search the ASO Services Platform (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or ASO Services Platform features provided by Company for use expressly for such purposes; or (viii) use the ASO Services Platform, Documentation or any other Company IP or Company Confidential Information (as defined below) for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the ASO Services.

**5.3 Authorized Users.** Customer will not allow any Person other than Authorized Users to Use the ASO Services Platform. Customer may permit Authorized Users to Use the ASO Services Platform, *provided* that Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their Use of

the ASO Services Platform. Customer will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the ASO Services Platform in accordance with customary security protocols, and will promptly notify Airship if Customer knows or reasonably suspects that any user name and/or password has been compromised.

**5.4 Aggregated Data.** Airship may use Aggregated Data to improve the ASO Services Platform and the ASO Services.

**5.5 Deliverables.** Subject to the terms and conditions of this Agreement, Airship hereby grants Customer a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (through multiple tiers) license to use, reproduce, perform, modify, make derivative works based upon, the Deliverables provided by Airship to Customer pursuant to an Order Form solely for Customer's internal business purposes and in accordance with any limitations or restrictions set forth in the Order Form. Airship agrees that it will not use the Deliverables for any purposes other than as set forth herein, including in the provision of services to other Customers of Airship.

**5.6 Third-Party Services.** Certain features and functionalities within the ASO Services Platform may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, "Third-Party Services") through the ASO Services Platform, including but not limited to Apple Search Ads, the Apple App Store, Google Universal App Campaigns, and the Google Play store. Airship does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the ASO Services Platform or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Services.

**5.7 Airship Reservation of Rights.** Subject to the limited rights expressly granted hereunder Airship reserves and, as between the parties, will solely own the Company IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

**5.8 Feedback.** From time to time Customer or its employees, contractors, or representatives may provide Airship with suggestions, comments, feedback or the like with regard to the Services (collectively, "Feedback"). Customer hereby grants Airship a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Airship's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

## **6. CONFIDENTIALITY.**

**6.1 Definition of Confidential Information.** Confidential Information” means any information that one party (the “Disclosing Party”) provides to the other party (the “Receiving Party”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the ASO Services Platform, materials or content related to the ASO Services, and any Documentation will be deemed Confidential Information of Airship, and the Customer Materials will be Confidential Information of Customer. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. Without limiting the foregoing, nothing in this Agreement will limit or restrict Airship’s ability to use or disclose any general know-how, experience, concepts and/or ideas that Airship or its personnel acquire or obtain in connection with the performance of Airship’s obligations hereunder.

**6.2 Protection of Confidential Information.** The Receiving Party will maintain the Disclosing Party’s Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; provided that Airship may use Aggregated Data to improve the ASO Services Platform and the ASO Services. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

**6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by applicable law or any competent judicial, supervisory or regulatory authority to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure or obtain a protective order or other appropriate remedy. If, however in the opinion of the counsel of the Receiving Party, the Receiving Party or its Representatives are nonetheless, in the absence of such order or remedy,

compelled to disclose such Confidential Information, then the Receiving Party may disclose only such portion of the Confidential Information which, in the opinion of its counsel, the Receiving Party is compelled to disclose. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**6.4 Survival.** Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall extend for a period of five (5) years after such expiration or termination; except that such time limitation shall not apply to trade secrets disclosed under this Agreement.

**6.5 Destroy Confidential Information.** On the Disclosing Party's written request, the Receiving Party shall use commercially reasonable efforts to promptly destroy all physical copies of Confidential Information in its and its representatives' possession, and in the case of electronic data, use commercially reasonable efforts to delete or render practically inaccessible by the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information to the extent required by law or for auditing purposes, or to the extent such copies are electronically stored in accordance with the Receiving Party's record retention or backup policies, so long as the Confidential Information is kept confidential in accordance with this Agreement.

## **7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.**

**7.1 Mutual Warranties.** Each party hereby represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party.

**7.2 Company Warranties.** Except to the extent provided in Section 7.3 (Service Disclaimers), Company warrants it shall perform the ASO Services in a professional manner using appropriately skilled personnel in accordance with generally accepted industry standards and Company's then current policies and procedures. Subject to the provisions of Section 9 (Limitation of Liability), Customer's sole and exclusive remedy under the warranty described in this Section 7.2 shall be, at Company's option, (i) re-performance of the non-conforming ASO Services, or (ii) refund of the amount paid by Customer for the non-conforming ASO Services.

**7.3 Service Disclaimers.** Airship represents, and Customer hereby acknowledges and agrees, that:

- a. Airship has no direct or indirect control over the policies and ranking algorithms of the global Mobile Application Stores with respect to the use of the keywords associated with each Designated Application. Customer fully understands that certain keywords may be, from time to time, included or excluded without prior notice for any or no reason and that such decisions are made at the sole discretion of each Mobile Application Store within each territory.
- b. Due to the competitiveness of certain keywords and phrases within each Mobile Application Store, ongoing changes or adjustments to each Mobile Application Store's ranking algorithms, and any other related external factors that are independent and not under the direct control of Airship or Customer, Customer fully understands that Airship does not make any specific guarantees or warranties that any particular keyword, phrase, or search term will reach top ranking positions or consistently maintain specific ranking positions on any global Mobile Application Store.
- c. Any updates to each Designated Application may produce a temporary boost or drop in rankings for certain targeted keywords or phrases and return to higher or lower rankings shortly thereafter. Customer fully understands that such rankings may be impacted and determined by a variety of external factors and that such rankings may continue to fluctuate over time.
- d. Customer fully understands that individual keyword rankings associated with each Designated Application are subject to fluctuations over time as they are impacted by certain external factors that are not under the direct control of Airship or Customer. Such external factors that may impact keyword rankings may include, but are not limited to, the following: (i) ongoing changes to the ranking algorithm of each Mobile Application Store in each Approved Territory; (ii) new or updated mobile applications from both direct and indirect competitors that target similar keywords on each Mobile Application Store in each Approved Territory; (iii) marketing activities conducted by direct or indirect competitors to each Designated Application within third party mobile apps, on social media platforms and various online and mobile web destinations, and; (iv) any other ASO efforts, marketing activities and other external factors that may impact ranking.
- e. Airship will not be liable for any delays and makes no guarantee or warranty in the project timeline set forth in an Order Form in the event that: (i) Customer fails to provide feedback or approvals or resolve Airship's questions within an agreed upon or commercially reasonable timeline; (ii) Customer causes delays by not providing required access, documents, permissions or any other support that is deemed necessary for Airship to perform the Services and provide the Deliverables to Customer in a timely manner; or (iii) Customer fails to make any recommended adjustments or changes, or does not substantially properly implement and deploy the specific optimization recommendations on each Designated Application's Mobile Application Store listing as advised by Airship.

- f. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN AN APPLICABLE ORDER FORM, THE COMPANY IP, ASO SERVICES PLATFORM, AND ASO SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND AIRSHIP MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS, OR TO ANY OTHER PARTY REGARDING THE COMPANY IP, ASO SERVICES PLATFORM, AND ASO SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED TO CUSTOMER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE ASO SERVICES PLATFORM WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

## **8. INDEMNIFICATION.**

**8.1 Airship Indemnification.** Subject to Section 8.4 of these terms, Airship will defend Customer against any claim, suit, or proceeding brought by a third party (“Claims”) alleging that Customer’s use of the ASO Services Platform or other ASO Services infringes or misappropriates such third party’s intellectual property rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Airship (including reasonable attorneys’ fees) resulting from such Claim.

**8.2 Exclusions.** Airship’s obligations under Section 8.1 of these terms will not apply if the underlying third-party Claim arises from or as a result of: (i) Customer’s breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer’s failure to use any enhancements, modifications, or updates to the ASO Services Platform that have been provided by Airship; (iv) modifications to the ASO Services Platform or other ASO Services by anyone other than Airship; or (v) combinations of the ASO Services Platform or other ASO Services with software, data or materials not provided or approved by Airship.

**8.3 IP Remedies.** If Airship reasonably believes any of the Services (or any component thereof) could infringe any third party’s Intellectual Property Rights, Airship may, at its sole option and expense, use commercially reasonable efforts to: (i) modify or replace the Services, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue use. If Airship determines that neither alternative is commercially practicable, Airship may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Airship will refund to Customer a pro-rata portion of the Fees that have been paid for the unexpired portion. The rights and remedies set forth in this

Section 8.3 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Services.

**8.4 Customer Indemnification.** Customer will defend Airship against Claims arising from (i) any Customer Materials, including, without limitation: (A) any Claim that the Customer Materials infringe, misappropriate or otherwise violate any third party's intellectual property rights or privacy or other rights; or (B) any Claim that the use, provision, transmission, display or storage of Customer Materials violates any applicable law, rule or regulation; (ii) any Designated Application or other Customer products or services; and (iii) use of the Services and Deliverables by Customer or its Authorized Users in a manner that is not in accordance with this Agreement or the Documentation, including, without limitation, any breach of the license restrictions set forth above, and in each case, will indemnify and hold harmless Airship against any damages and costs awarded against Airship or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

**8.5 Indemnification Procedures.** The party seeking defense and indemnity (the "Indemnified Party") will promptly, after becoming aware of facts or circumstances that could reasonably give rise to any Claim, notify the other Party (the "Indemnifying Party") of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (*provided* that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

**8.6 Exclusive Remedy.** This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third party claim described in this Section 8.

## **9. LIMITATION OF LIABILITY.**

**9.1 Limitation of Liability.** OTHER THAN A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

**9.2 Exclusion of Damages.** EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILLFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE COMPANY IP OR THE PROVISION OF THE ASO SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**9.3 BASIS OF THE BARGAIN.** THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

## **10. TERM AND TERMINATION.**

**10.1 Term of Agreement.** This Agreement commences on the effective date of an Order Form and continues until all Order Forms entered into hereunder have expired or have been terminated.

**10.2 Termination.** Either Party may terminate this Agreement effective for the end of the ASO Initial Term or an ASO Renewal Term, as applicable, with 30 days written notice to the other Party prior to the end of the then-current ASO Initial Term or ASO Renewal Term, as applicable. In the event that the Order Form contains multiple Designated Applications for the Services, Customer may terminate the Order Form for one of the Designated Applications only and continue as to the remaining Designated Applications. Termination by Customer of one Order Form will not automatically terminate any other Order Form or this Agreement. For the avoidance of doubt, the term of the Agreement shall be valid as long as Customer actively maintains one or more Designated Applications under an active Order Form.

**10.3 Termination for Cause.** Either Party may terminate this Agreement, and any Order Form, effective on written notice to the other Party, (i) if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.4 Surviving Provisions.** Sections 4 (Fees and Payment) and 6 (Confidentiality) will survive any termination or expiration of this Agreement.

**11. Trademarks.** Customer hereby grants Airship a limited, non-exclusive, royalty-free license to use and display Customer's name, designated trademarks and associated logos (the "Customer Marks") during the Term in connection with (i) the hosting, operation and maintenance of the ASO Services Platform and the provision of the ASO Services, and (ii) Airship's marketing and promotional efforts for its products and services, including by publicly naming Customer as a Customer of Airship and in case studies. All goodwill and improved generated by Airship's use of the Customer Marks inures to the exclusive benefit of Customer. Airship will use the Customer Marks in the form stipulated by Customer and will conform to and observe such standards as Customer prescribes from time to time in connection with the license granted hereunder.

## **12. GENERAL PROVISIONS.**

**12.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the relevant contact designated by the Customer. Notwithstanding the foregoing, Airship occasionally may need to inform Customer of important announcements regarding operation of the ASO Services and may provide such information by posting online. Notices to Airship should be addressed to: Airship Group, Inc. at 1225 West Burnside St., Portland, Oregon 97209, USA, attn: Legal Department with a copy to [airshiplegal@airship.com](mailto:airshiplegal@airship.com).

**12.2 Modifications.** Airship reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the ASO Services at any time by posting the new Agreement to the Airship website located at: <https://www.airship.com/legal>. Airship will use reasonable efforts to notify Customer of the changes, which may include posting an announcement on such site or via email. Customer's continued use of the ASO Services following Airship's posting or notice of the change(s) will constitute Customer's acceptance of such change(s). If Customer does not agree to such change, Customer may cancel its subscription to the ASO Services by providing Airship with at least seven (7) days' prior written notice within thirty (30) days of Airship's posting or providing notice of the change(s) to the Agreement.

**12.3 Export Regulation.** Customer affirms that it is not named on, owned by, or acting on behalf of any U.S. government denied-party list, and it agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States (“Export Laws”) to ensure that neither the Services, related software, any Customer Materials, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

**12.4 Force Majeure.** Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

**12.5 Assignment.** Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party’s prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party’s business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

**12.6 Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Northern District of California and the Parties irrevocably consent to the personal jurisdiction and venue therein.

**12.7 U.S. Government End Users.** The Services, software and documentation were developed solely at private expense and are “commercial products”, “commercial items”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the software or its documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with federal law and regulations. If these terms fail

to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the software or its documentation.

**12.8 Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent. Nothing in this Agreement will be deemed to restrict or limit Airship's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that Airship complies with its obligations under Section 6 with respect to Customer Confidential Information.

**12.9 No Third-Party Beneficiaries.** No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

**12.10 Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

**12.11 Electronic Signature.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement or an Order Form are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

**12.12 Entire Agreement.** This Agreement includes all Order Forms agreed to by the Parties that reference this Agreement and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Airship. The terms on any purchase order or similar document submitted by Customer to Airship will have no effect. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Order Form (which includes the terms included in any exhibits, schedules or annexes attached to the Order Form and any url links to additional terms referenced in the Order Form), (ii) this Agreement (which includes url links to additional terms referenced in this Agreement, and (iii) the Documentation.

## **Additional Terms as Applicable to Services Ordered on an Order Form**

### **Paid Search Management Terms**

#### **Paid Search Management Services:**

1. The definition of Services under the Order Form shall include turnkey management of Apple Search Ads, Google UAC or any other paid user acquisition Channel. For avoidance of doubt, Apple Search Ads is the paid search platform available in the Apple App Store and Google UAC is the paid search, display, and video advertising platform available in Google Play.
2. Management of Apple Search Ads, Google UAC or other Channels shall include, as appropriate, campaign set up, keyword selection (if applicable), performance evaluation and bid adjustments, CPI goal monitoring, conversion optimization, and associated reporting and analytics.
3. Customer shall provide Company with access to its App Store Connect developer console, the Search Ads console, the Google Developer Console, the Google Ads console and the management console of any other applicable Channel to permit Company to execute the Services outlined in this Exhibit or otherwise permit Company to connect with the Designated Application through its agency Search Ads and Google Ads for Agencies dashboard.
4. Customer shall be responsible for providing a payment method for all campaign activity or providing Company with advance payment equal to one month of estimated media spend, which Customer shall replenish during each subsequent month or earlier as indicated by Customer where campaign funds may need to be replenished earlier. For avoidance of doubt, Company shall not be responsible for advancing media costs associated with any campaigns.
5. Customer authorizes Company to purchase media on its credit accounts associated with the activities contemplated in the Order Form and within this Exhibit. Customer must inform Company in writing as to authorized monthly budget (email shall suffice) prior to the launch of campaign. Customer may adjust or revoke this authorization with 48 hours written notice to Company via email to the Customer's account manager.
6. Company shall provide Customer regular reporting with respect to actual media spend, impressions, downloads and other key performance indicators as agreed between the Parties.
7. **NOTICE OF COOL OFF PERIOD:** Some advertising networks and channels have a "cool off" period in which spend draws down after a campaign is terminated. Any

such cool off period is not within Company's control and Company shall not be responsible for any costs incurred during a cool off period provided it has terminated any applicable campaigns as and when directed by Customer.

8. Market forces dictate the cost of media in any advertising channel, and Company will use reasonable commercial efforts to manage campaigns toward goals that are mutually agreed between the Parties. Company shall not be responsible for changes in the market resulting in increased media costs.
9. Any forecasts or estimates provided by Company to Customer are provided for evaluation purposes only and represent the best data available to Company at the time any such forecast has been created. Forecasts and estimates do not constitute a guarantee by Company to Customer of costs associated with or performance of paid search and paid user acquisition channels.
10. The fees associated with Apple Search Ads, Google UAC and paid campaign management as illustrated in the ASO Services Pricing section of the Order Form will apply.