

Simpli.fi Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT (“**PLATFORM AGREEMENT**”) CAREFULLY BEFORE DOWNLOADING, ACCESSING OR USING THE WEBSITE, MOBILE OR WEB APPLICATION(S), CONTENT, OR FUNCTIONALITY (collectively, the “**PLATFORM**”), OR USING ANY OF THE SERVICES (“**SERVICES**”), MADE AVAILABLE TO YOU (“**YOU**” or “**YOUR**”) BY SIMPLIFI HOLDINGS, LLC (“**WE,**” “**US,**” “**OUR,**” OR “**SIMPLIFI**”) AS SUCH TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES. BY USING THE PLATFORM, SERVICES OR BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THE TERMS AND CONDITIONS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU (STATED IMMEDIATELY BELOW). IF YOU DO NOT AGREE TO ALL APPLICABLE TERMS AND CONDITIONS OF THIS PLATFORM AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE PLATFORM OR SERVICES AND ARE INSTRUCTED TO CLICK “CANCEL,” AND MUST EXIT, UNINSTALL, AND/OR CEASE ALL USE OF THE PLATFORM AND SERVICES IMMEDIATELY. IF YOU REPRESENT A COMPANY AND CLICK “I ACCEPT,” YOU ARE BINDING SUCH COMPANY TO THE TERMS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH COMPANY.

MSA USERS. IF YOU HAVE SIGNED OUR MASTER SERVICES AGREEMENT (“**MSA**”), THE TERMS OF THAT AGREEMENT APPLY TO YOU. BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE THAT (A) YOU WILL COMPLY WITH THE TERMS AND CONDITIONS OF THE MSA, AND (B) WILL NOT ACCESS OUR PLATFORM TO USE ANY OF THE SERVICES FOR WHICH YOU HAVE NOT CONTRACTED; YOU ARE NOT AGREEING TO ANY OF THE OTHER TERMS SET FORTH BELOW.

MANAGED ORDER AND DATA LICENSE USERS. IF YOU HAVE EXECUTED AN INSERTION ORDER (“**INSERTION ORDER**”) WITH US OR IF YOU HAVE SUBMITTED AN ONLINE ORDER THAT IS ACCEPTED BY US, BUT IN EITHER CASE YOU ARE NOT PROVIDED ACCESS TO OR USE OF OUR PLATFORM ON A SELF-SERVICE BASIS (EACH, A “**MANAGED ORDER**”), OR HAVE EXECUTED A DATA LICENSE AGREEMENT (“**DATA LICENSE**”) WITH US, YOU ARE BEING PROVIDED ACCESS TO OUR PLATFORM ONLY FOR THE PURPOSE OF ACCESSING REPORTING APPLICABLE TO YOU. IN ADDITION, IF YOU HAVE A MANAGED ORDER WITH US, YOU MAY USE THE PLATFORM TO PROVIDE US YOUR DATA TO TARGET YOUR ADS. BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE, AS PART OF YOUR MANAGED ORDER AND/OR DATA LICENSE WITH US: (A) TO ONLY ACCESS OUR PLATFORM TO ACCESS REPORTING APPLICABLE TO YOU, AND (B) TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN **SECTIONS 1, 4, AND 5 (MANAGED ORDER USERS ONLY, IF APPLICABLE)** OF THIS PLATFORM AGREEMENT. IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN YOUR MANAGED ORDER OR DATA LICENSE AND SECTIONS 1, 4, AND/OR 5 OF THIS PLATFORM AGREEMENT, YOUR MANAGED ORDER OR DATA LICENSE SHALL CONTROL UNLESS OTHERWISE EXPRESSLY STATED HEREIN.

SELF-SERVICE ORDER USERS. IF YOU HAVE EXECUTED AN INSERTION ORDER WITH US OR IF YOU HAVE SUBMITTED AN ONLINE ORDER (e.g., FOR OUR AUTOPILOT OFFERING) THAT IS ACCEPTED BY US (“**ONLINE ORDER**”), AND YOU ARE PROVIDED ACCESS TO AND USE OF OUR PLATFORM ON A SELF-SERVICE BASIS (EACH SUCH INSERTION ORDER AND ONLINE ORDER, A “**SELF-SERVICE ORDER**”), BY CLICKING “I ACCEPT”, YOU AGREE, AS PART OF YOUR SELF-SERVICE ORDER WITH US: (A) TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN **SECTIONS 2, 4, AND 5** OF THIS PLATFORM AGREEMENT. IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN YOUR SELF-SERVICE ORDER AND SECTIONS 2, 4, AND/OR 5 OF THIS PLATFORM AGREEMENT, YOUR SELF-SERVICE ORDER SHALL CONTROL UNLESS OTHERWISE EXPRESSLY STATED HEREIN.

TEMPORARY ACCESS USERS. IF YOU DO NOT HAVE AN MSA, MANAGED ORDER, SELF-SERVICE ORDER OR DATA LICENSE WITH US, YOU HAVE BEEN GIVEN TEMPORARY ACCESS TO OUR PLATFORM SOLELY TO REVIEW THE FEATURES OF OUR PLATFORM (“**TEMPORARY ACCESS**”), BUT YOU ARE NOT AUTHORIZED TO UTILIZE ANY SERVICES PROVIDED BY THE PLATFORM (e.g., LOADING ADS, PROVIDING DATA OR INVENTORY). BY CLICKING “I ACCEPT,” YOU ACCEPT AND AGREE (A) TO ONLY ACCESS OUR PLATFORM TO REVIEW THE FEATURES OF OUR PLATFORM, (B) NOT TO ACCESS OR USE OR ATTEMPT TO ACCESS OR USE ANY OF OUR SERVICES, AND (C) TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN **SECTIONS 3 AND 4** OF THIS PLATFORM AGREEMENT.

MANAGED AND SELF-SERVICE ORDER USERS. IF YOU BUY AND/OR DISPLAY AND/OR SERVE OR HAVE SERVED ADS THROUGH OUR PLATFORM, BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE AS PART OF YOUR MANAGED ORDER AND/OR SELF-SERVICE ORDER WITH US TO COMPLY WITH **SECTION 5** OF THIS PLATFORM AGREEMENT. FOR BUYING, DISPLAYING, OR SERVING (OR HAVING SERVED) ADS ONLY, IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN YOUR MANAGED ORDER OR SELF-SERVICE ORDER AND SECTION 5, SECTION 5 SHALL CONTROL.

ALL USERS. IF YOU ACCESS OR USE THE PLATFORM AND HAVE NOT EXECUTED A SEPARATE MSA WITH SIMPLIFI, **SECTION 6** APPLIES TO YOU. BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE, AS PART OF YOUR MANAGED ORDER, SELF-SERVICE ORDER OR DATA LICENSE WITH US (IF CONCLUDED), TO COMPLY WITH SECTION 6 OF THIS PLATFORM AGREEMENT. IF APPLICABLE, IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN YOUR MANAGED ORDER, SELF-SERVICE ORDER OR DATA LICENSE AND SECTION 6 AND/OR TERMS INCORPORATED OR REFERENCED THEREIN, SECTION 6 AND/OR TERMS INCORPORATED OR REFERENCED THEREIN SHALL CONTROL.

USERS THAT ALLOW THIRD PARTY ACCESS. IF YOU HAVE A MANAGED ORDER, A SELF-SERVE ORDER OR A DATA LICENSE AND USE SIMPLIFI’S API TO ALLOW A THIRD PARTY TO ACCESS YOUR REPORTING, **SECTION 7** APPLIES TO YOU. BY CLICKING “I ACCEPT”, YOU ACCEPT AND AGREE AS PART OF YOUR MANAGED ORDER, SELF-SERVICE ORDER AND/OR DATA LICENSE WITH US TO COMPLY

WITH SECTION 7 OF THIS PLATFORM AGREEMENT. IN THE EVENT OF AN EXPRESS CONFLICT BETWEEN YOUR MANAGED ORDER, SELF-SERVICE ORDER OR DATA LICENSE AND SECTION 7, YOUR MANAGED ORDER, SELF-SERVICE ORDER OR DATA LICENSE SHALL CONTROL.

ENTIRE AGREEMENT FOR INSERTION ORDER OR ONLINE ORDER USERS. IF YOU HAVE ENTERED INTO AN INSERTION ORDER OR ONLINE ORDER WITH US, THE AGREEMENT (“**AGREEMENT**”) BETWEEN US CONSISTS OF THE INSERTION ORDER OR ONLINE ORDER, AND ALL TERMS REFERENCED THEREIN, INCLUDING WITHOUT LIMITATION VERSION 3.0 OF THE AAA/IAB TERMS AND CONDITIONS (“**IAB TERMS**”), AND THE PROVISIONS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU. IF THERE IS AN EXPRESS CONFLICT BETWEEN PROVISIONS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU AND THE IAB TERMS, THE SECTIONS OF THIS PLATFORM AGREEMENT SHALL CONTROL. ALL INDEMNITIES SET FORTH IN THIS PLATFORM AGREEMENT ARE IN ADDITION TO THE INDEMNITIES IN THE IAB TERMS.

ENTIRE AGREEMENT TERMS FOR ONLINE ORDER AND DATA LICENSE USERS. IF YOU HAVE ENTERED INTO AN ONLINE ORDER THE AGREEMENT (“**ONLINE ORDER AGREEMENT**”) BETWEEN US CONSISTS OF ONLINE ORDER AND PROVISIONS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU. IF YOU HAVE ENTERED INTO A DATA LICENSE WITH US THE AGREEMENT (“**DATA AGREEMENT**”) BETWEEN US CONSISTS OF THE DATA LICENSE AND PROVISIONS OF THIS PLATFORM AGREEMENT APPLICABLE TO YOU.

SECTION 1.

APPLIES TO YOU IF YOU ARE A MANAGED ORDER OR DATA LICENSE USER.

A. License. Subject to the terms and conditions herein, we hereby grant You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable right to access and use Our Platform SOLELY for accessing reporting applicable to You. If You have a Managed Order, You may upload Your Data (as defined below) to our Platform for the sole purpose of targeting Your Ads (as defined below). Except for the foregoing, You shall not upload, send, or store ANY material through Our Platform. You represent and warrant that You either own Your Data or You have all rights, licenses, and permissions necessary to provide Your Data to Us for the purpose of targeting Ads.

SECTION 2.

APPLIES TO YOU IF YOU ARE A SELF-SERVICE ORDER USER.

A. License. Subject to the terms and conditions herein, we hereby grant You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable right to access and use Our Platform SOLELY for bidding on and uploading and serving online digital advertising (“**Ads**”), uploading Your data, information, or content to target Your Ads (“**Your Data**”) and accessing reporting related thereto. If We provide You with an application programming

interface (“**API**”) to access Our Platform, We hereby grant You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to use the API for the sole purpose of accessing or using Our Platform to exercise Your rights in the preceding sentence. You shall not: (i) send or store infringing, or otherwise unlawful or tortious material, including material violative of third-party intellectual property or privacy rights; or (ii) send or store material containing software viruses, worms, Trojan horses, time bombs, cancelbots or other harmful computer code, files, scripts, agents, programs, or programming routines (collectively, “**Harmful Code**”) to, on or through Our Platform. You represent and warrant that You either own or otherwise have all rights, licenses, and permissions necessary to provide any and all information, content and data You provide or otherwise make accessible to Us on or through the Platform for the purposes expressly stated herein, including, but not limited to, generating Platform Output from Your Platform Input and distributing such Platform Output (if applicable).

SECTION 3.

APPLIES TO YOU IF YOU ARE A TEMPORARY ACCESS USER.

A. License. Subject to the terms and conditions herein, we hereby grant You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable right to access and use Our Platform SOLELY for the purpose of reviewing the features of Our Platform. If We provide You with an application programming interface (“**API**”) to access Our Platform, We hereby grant You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to use the API for the sole purpose of accessing or using Our Platform to review the features of Our Platform. You shall not upload, send, or store ANY material through Our Platform.

SECTION 4.

APPLIES TO ALL (EXCEPT MSA) USERS WHO ACCESS THE PLATFORM.

A. Restrictions. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party Our Platform, Services, API or other code (including, without limitation, the Analytics Code), and/or the data contained therein, including without limitation, underlying technology, content or information (collectively, “**Our Technology**”) (or any portion thereof) in any way; (ii) modify, reproduce, adapt, translate Our Technology (or any portion thereof) or make derivative works based upon Our Technology (or any portion thereof); (iii) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from Our Technology (or any portion thereof); (iv) violate any applicable local, state, national and foreign laws, treaties and regulations, including without limitation those related to advertising, data privacy, international communications and the transmission of technical or personal data, and all applicable industry self-regulations as they each may be amended from time to time (“**Applicable Laws**”) in connection with Your access and use of Our Technology (or any portion thereof) nor use Our Technology for any purpose or in any manner that is unlawful or prohibited by this Platform Agreement; (v) interfere with or disrupt the integrity or performance of Our Technology (or any portion thereof), including without limitation, the Services, the Platform, the API or the data contained therein; (vi) access Our Platform or APIs by any means other than through the interface that is provided by Us for use in accessing the Platform or APIs; (vii) attempt to gain unauthorized access to Our Technology (or any portion thereof) or its related systems or networks or misrepresent its identity, use or attempt to use any unauthorized identification (including without limitation use of any third party logo, name or other identifier); (viii) use Our Technology (or any portion

thereof) for any purpose or in any manner that is unlawful or prohibited by this Platform Agreement; (ix) publicly disseminate information or analysis regarding the performance of Our Technology, including without limitation, the Platform or APIs; or (x) permit or authorize any party to do any of the foregoing.

B. Account. You have been provided with a password protected account to exercise Your license rights (“**Account**”). Each registration is for a single user only, unless otherwise expressly agreed by Us. You are responsible for all activity occurring under Your Account. You hereby agree to treat Your access credentials as confidential and not to disclose such information to any third party without Our express prior written consent, which may be granted or withheld in Our sole discretion. You shall: (i) notify Us immediately of any unauthorized use of any password or Account or any other known or suspected breach of security; and (ii) report to Us immediately and use reasonable efforts to stop immediately any copying or distribution of Our Technology (or any portion thereof) or of any data or content contained in Our Platform through Your Account that is known or suspected by You. We will not be liable for any loss or damage arising from Your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form or similar process on the Platform, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted Account information to ensure that such information is complete, true, accurate, and current. We reserve the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if We have reasonable grounds to suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, Account, or use of the Platform is in violation of Applicable Law or this Platform Agreement.

C. Ownership; Feedback. You acknowledge that You are obtaining only a limited right to access and use Our Technology as set forth in Sections 1-3, as applicable, and that We or Our suppliers or licensors retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to Our Technology, including the right to continually evolve Our Technology (or any portion thereof). Our name, Our logo, and the product names associated with Our Technology (or any portion thereof) are trademarks of Ours or third parties, and no right or license is granted to use them. We reserve all rights in Our Technology not expressly granted herein. You agree that You do not acquire any ownership rights in any part of Our Technology under this Platform Agreement or through Your use of the Platform and/or Services. We do not grant You any rights or licenses, express or implied, to any intellectual property hereunder except as specifically authorized by this Platform Agreement. Our Technology shall be deemed to be Our Confidential Information (as more fully defined below). “Feedback” means any feedback, recommendations, enhancement requests, suggestions, testimonials, endorsements, or ideas for improvement communicated to Us by You regarding Our Technology or Our products and Services. From time to time, You may voluntarily provide Feedback to Us, whether or not in response to specific requests or solicitation by Us. In such event, You grant to Us a perpetual, irrevocable, fully transferable, freely sublicensable, royalty-free, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback for any purpose in Our sole discretion without restriction. The foregoing license to Feedback shall survive the termination or expiration of this Platform Agreement for any reason.

D. Confidentiality.

Definition. “**Confidential Information**” means: (i) Our Technology; and (ii) any of Our business or technical information, including but not limited to any information relating to Our Technology, product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development, or know-how.

Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by You; (ii) is known to You at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by You without use of Our Confidential Information; (iv) You rightfully obtain from a third party without restriction on use or disclosure; or (v) is disclosed with Our prior written approval.

Use and Disclosure Restrictions. You will not use Our Confidential Information except as solely and expressly permitted herein and will not disclose Our Confidential Information to any third party; except as permitted by the IAB Terms for those who have entered into Insertion Orders.

E. INDEMNIFICATION. YOU SHALL DEFEND, INDEMNIFY AND HOLD SIMPLIFI, ITS LICENSORS AND SIMPLIFI’S SUBSIDIARIES, AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS (“**SIMPLIFI INDEMNITIES**”) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS) (“**CLAIMS**”) ARISING OUT OF OR IN CONNECTION WITH YOUR VIOLATION OF: (i) THIS PLATFORM AGREEMENT, (ii) ANY PERSONAL OR PROPRIETARY RIGHTS OF A THIRD PARTY, OR (iii) APPLICABLE LAWS (AS DEFINED ABOVE).

F. LIMITATION OF LIABILITY. IN NO EVENT SHALL WE BE LIABLE HEREUNDER FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. OUR MAXIMUM LIABILITY UNDER THIS PLATFORM AGREEMENT SHALL BE LIMITED TO (A) IN THE CASE OF AN EXECUTED AGREEMENT, \$100, AND (B) IN THE CASE OF NO ORDER NOR EXECUTED AGREEMENT, \$0.

G. Term and Termination. This Platform Agreement will take (re-take) effect at the time You first accept, download, or begin using the Platform or Services, whichever is earliest. We reserve the right, in our sole discretion, to immediately terminate this Agreement or suspend Your access (or the access of specific personnel) to the Platform and Services (or any portion thereof) for any reason without notice. This Platform Agreement will terminate automatically if: (i) you fail to comply with any of its terms; or (ii) cease all use of the Platform. Termination in such event(s) will be effective without notice. Upon any termination of this Agreement, all rights and licenses granted to You hereunder shall terminate and You shall immediately cease all access to and use of the Services, the Platform (including any content contained therein), Our Technology and any Confidential Information of Ours. You shall promptly return or, if requested, destroy, all Confidential Information of Ours then in Your possession and control, and, upon Our written

request, provide Us with an officer's written certification certifying compliance with the foregoing. Further, You must promptly remove the Analytics Code from Your Properties and anywhere else such code appears under Your possession, custody, control. The rights and obligations of the parties concerning Our ownership and proprietary rights, Feedback, disclaimers of warranty, limitations of liability, waiver and severability, entire agreement, indemnification rights, injunctive relief, governing law, those rights and obligations contained in Sections 5 and 7, all unpaid payment obligations as of the date of expiration or termination, and any other provisions of this Agreement which by their nature should survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

H. Electronic Communications. We may send emails or other electronic messages to You concerning Your use of the Platform and/or Services. You consent to receive such electronic communications and You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.

I. Links to Third-Party Sites and Services. Certain services, features, or components made available via the Platform are delivered by third-party providers. By using any product, service, or functionality originating from the Platform, You hereby acknowledge and consent that We may share such information and data with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality via the Platform. **WE EXPRESSLY DISCLAIM RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE PLATFORM, AND YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY, WHETHER OR NOT FACILITATED BY OR MADE IN CONNECTION WITH THE PLATFORM.**

J. Third-Party Terms and Conditions. Additional notices, terms, and conditions may apply to products, services, receipt of or access to certain materials, participation in a particular program, and/or specific portions or features of the Platform, including without limitation the terms of third-party applications incorporating or utilizing the Platform and/or Your accounts with third-party providers of such applications. You hereby agree that: (a) this Platform Agreement operates in addition to any terms of use imposed or required by any such third-party provider; and (b) the terms of this Platform Agreement supplement and do not alter or amend any such third-party terms of use.

K. Mobile Usage. The Platform offers various tools or display functionality that may be accessible via Your mobile phone or other mobile computing device. Please note that Your mobile carrier's normal messaging, data, and other rates and fees will apply to Your use of the Platform. In addition, downloading, installing, or using the Platform on Your mobile device may be prohibited or restricted by Your mobile carrier, and not all functionality on the Platform will work with all carriers or devices or in all locations. Therefore, You are solely responsible for: (i) checking with Your mobile carrier to determine if the Platform is available for Your mobile devices; (ii) the restrictions, if any, may be applicable to Your use of the Platform; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

L. Security and Compliance. Simplifi reserves the right to view, monitor, and record Your activity on the Platform without notice or permission from You. Simplifi's provision of the Platform is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce Simplifi's ability to comply with governmental, court, and law enforcement requests or requirements involving Your use of the Platform or information provided to or gathered by Simplifi with respect to such use.

M. Export Controls. You represent and warrant that You are not: (a) located in a country that is subject to a U.S. government embargo or sanction; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) You will comply with all applicable sanctions and export control laws, and (ii) You are solely responsible for ensuring that the Platform is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

N. No Professional Advice. The content and information contained in or made available through the Platform, as well as the transactions and other features performed on the Platform, cannot replace or substitute for the services of qualified professionals in any field, and nothing contained on the Platform should be treated or construed as professional advice on financial, tax, medical, or legal matters. You are solely responsible for the outcomes and results of any purchase, sale, or other transaction that You conduct via the Platform. **You acknowledge that You are solely responsible and accountable for your decisions, actions, and results regarding financial, tax, medical, and legal matters, and agree that Simplifi shall not be held liable for any decisions made by You in reliance or with reference to any content or information that You access on the Platform with respect to such matters.**

O. Purchases and Payments. The Platform and Services may contain the option for You to make payments for Your use thereof. The applicable fees and/or charges, payment periods, and permitted payment methods will be specified on the Platform at the time of order. We may request further information from You in order to confirm the order and method of payment. We reserve the right to terminate or suspend access to the Platform or Services or any related subscription, product, or service if You fail to pay any amounts when due. You shall reimburse Us for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all payment obligations with respect to amounts due to Us in connection with the Platform and Services shall survive the expiration or termination of this Platform Agreement for any reason.

When making a purchase, You agree to pay using the payment methods indicated and grant authorization to Us and/or the applicable third party payment-processor to charge Your selected payment methods. We and/or the applicable third-party payment processor shall charge, and You shall be responsible for, all taxes, tariffs, levies, or duties applicable to Your payment, excluding taxes applied against Our net income. Unless otherwise expressly indicated at the time of purchase, all transactions listed through the Platform and Services are denominated in U.S. dollars. You are responsible for: (a) the accuracy of all payment method information that You provide to Us; and (b) maintaining the confidentiality and security of Your Account information, including without limitation with respect to payment methods. You should not disclose Your payment information to anyone. If Your Account information is lost or stolen, anyone who

obtains possession of either could utilize the payment methods associated with Your account. You are responsible for all transactions on Your Account, including unauthorized transactions.

P. General. This Platform Agreement and Your Data License/Online Order/Insertion Order, as applicable to You, is the entire agreement between You and Us on the subject matter herein. **We reserve the right to modify this Platform Agreement at any time by posting a revised set of terms, or mailing and/or emailing notice thereof to You (or such other method as may be required or permitted by applicable law). In addition, We may add, modify, or delete any aspect, component, or feature of the Platform or Service, but We are not under any obligation to provide any upgrade, enhancement, or modification. Your continued access of the Platform using Your Account will signify Your acceptance of such modifications. Accordingly, please review the Platform Agreement on a periodic basis.** This Platform Agreement will be governed and interpreted in accordance with the laws of the State of Texas without reference to conflicts of laws principles. You agree that any dispute under this Agreement shall be brought in the federal or state courts located in Tarrant County, Texas and You agree to submit to the exclusive jurisdiction of the federal and state courts located in Tarrant County, Texas. No failure of Simplifi to enforce any of its rights under this Platform Agreement will act as a waiver of such rights. Provisions of this Agreement held unenforceable under Applicable Laws (as defined in this Section 4) shall be excluded to the minimum extent required to conform to such law and the remainder of the Agreement will remain enforceable. We may assign this Agreement without Your consent and use subcontractors in any manner. You may not assign this Agreement without Our written consent. You and We are independent contractors, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, or agency relationship. You agree that during the term of this Agreement and for twelve months thereafter, You will not encourage or solicit any employee or consultant to leave the employ of Simplifi; provided that, You shall not be prohibited from employing any such person who contacts You in response to a published general solicitation not specifically targeted at such person. The Platform may not be used or accessed from or in any jurisdiction that does not give effect to all provisions of this Platform Agreement, including without limitation this paragraph.

Q. Injunctive Relief. You acknowledge that any breach, threatened or actual, of this Platform Agreement would cause irreparable injury to Us not readily quantifiable as money damages, such that We would not have an adequate remedy at law. You therefore agree that We shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any such breach of Your obligations, without the necessity of posting bond or other security.

R. Artificial Intelligence and Machine Learning. Certain features of the Platform or Services may utilize or incorporate artificial intelligence, machine learning algorithms, and related technologies features, and/or functionalities (collectively, "AI"). You acknowledge that AI is a new and developing technology, and that the outputs generated by AI features of the Platform, such as Platform Output, may be incomplete, inaccurate, offensive, or otherwise unpredictable. In addition to and without limiting any other disclaimer of warranty or liability set forth in this Platform Agreement, We expressly and specifically disclaim any liability, responsibility, and/or

guarantee whatsoever regarding the Platform Output (defined below) from AI or processes of AI features on the Platform or through the Services.

You agree not to: (i) use the Platform or Services (including without limitation any of its AI features) in connection with the creation, testing, development, modification, improvement, or updating of any AI owned by You and/or a third party; and/or (ii) make any misrepresentation or other false or misleading statement, act, or omission regarding the presence, utilization, or functionality of AI in the Platform.

The Platform or Services may generate certain content, information, and other outputs made accessible to You, including without limitation in response to Your inputs (e.g., any Ads, Your Data, or any content or data compiled for Your Properties) (such inputs, “**Platform Input**” and such outputs, “**Platform Output**”). It is Your sole responsibility to verify the accuracy and appropriateness of any Platform Output, and You agree to review all Platform Output for content and accuracy and to confirm compliance with the terms hereof and all Applicable Laws (including any notice or disclosure obligations thereunder) prior to posting, distributing, or otherwise disclosing Platform Output to any third party. Any use, posting, distribution, or disclosure of Platform Output is conducted entirely at Your own risk. To the extent You use the Autopilot Offering, You hereby authorize and permit Us to use web search or other similar search protocols on Your Properties solely to generate Platform Output.

S. Disclaimer. THE PLATFORM AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE STATE LAW IMPLEMENTATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (INCLUDING ANY AVAILABLE REMEDIES OR LAWS) SHALL NOT APPLY TO THIS PLATFORM AGREEMENT AND IS HEREBY DISCLAIMED. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM (AND ANY THIRD-PARTY COMPONENTS) OR SERVICES WILL OPERATE UNINTERRUPTED OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. WE (AND OUR PROVIDERS OF THIRD-PARTY COMPONENTS) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE ALSO DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT, THE MATERIALS, THE ACCURACY OF THE INFORMATION, AND/OR THE QUALITY OF THE INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY, OR AVAILABLE THROUGH, THE PLATFORM. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE PLATFORM AND SERVICES ARE ENTIRELY AT YOUR OWN RISK, AND THAT YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR THE RESULTS OF SUCH USE AND ACCESS, SUCH THAT WE SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR UNDER ANY LEGAL THEORY OR CAUSE OF ACTION NOW KNOWN OR HEREAFTER ESTABLISHED. CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS PLATFORM AGREEMENT. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS PLATFORM AGREEMENT, THE DISCLAIMERS

HEREIN CONTAINED WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

SECTION 5

APPLIES TO YOU IF YOU BUY AND/OR DISPLAY AND/OR SERVE OR HAVE SERVED ADS THROUGH OUR PLATFORM.

A. Right to Use AGF. In the event You elect to use Simplifi's Addressable Geofencing tool ("AGF") upon the terms and conditions set forth herein, Simplifi grants You the right to access and use the AGF, including the reporting provided by Simplifi to You ("**Report**") and the data on the Report, for the sole purpose of targeting Your Ads purchased through the Platform and for no other purpose (the "**Permitted Purpose**"). You may access and use the AGF through Your dashboard. In order to use the AGF, You or Simplifi will need to provide and upload physical addresses ("**Physical Addresses**") to the AGF. All Physical Addresses shall be in the United States. Simplifi shall compare and attempt to match the Physical Addresses with latitude and longitude coordinates of such Physical Addresses ("**Geo Data**") from a third-party database and, if a match occurs, Simplifi shall assign such matched Geo Data a randomly generated unique identifier ("**Unique Identifier**"). Once the Report is provided to You, Simplifi shall promptly destroy the Physical Addresses provided by You, but shall store the information on the Report (i.e., Geo Data and corresponding Unique Identifiers) for use in targeting Your Ads through the Platform. Simplifi shall have the right to comply with any subpoena or legal request, including for device location data. In no event will Simplifi provide additional identifiers such as device or advertising identification associated with the physical address for the purposes of identification of the user. Either party may terminate Your right to use the AGF at any time. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIMPLIFI INDEMNITIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN UNAFFILIATED THIRD PARTY'S CLAIMS OR GOVERNMENT ACTION FOR (i) YOUR ACCESS AND USE OF THE AGF, INCLUDING THE REPORT AND/OR ANY USE YOU MAKE OF THE REPORT OR ANY DATA IN THE REPORT, (ii) YOUR VIOLATION OF APPLICABLE LAWS (AS DEFINED IN SECTION 4) OR (iii) USE OF THE SERVICES OR ANY MATERIALS PROVIDED BY SIMPLIFI, INCLUDING THE AGF, IN A MANNER NOT PERMITTED UNDER THIS AGREEMENT.

B. Cannabis Ads. In order to sell cannabis advertising, the parties must sign the Simplifi Cannabis Advertising Rider. Customer shall also abide at all times with the Simplifi Cannabis Policy.

C. Political Ads. If You are placing any Ads that refer to a federal, state, or local candidate, office holder, ballot measure, or issue of public importance ("**Political Ad(s)**") You agree to comply with all applicable federal, state, or local laws that apply to such Political Ads. You must notify Simplifi of any Political Ads You submit and provide Us with all necessary information that You may be required to provide to Us prior to placing any Political Ads under federal, state, or local laws. You agree that any Political Ad submitted will include any required disclaimers and that all Political Ads You submit will link to landing pages that contain all information required by federal, state, or local law. You agree that if any Political Ad submitted will not link to a landing page, You will notify Us prior to placement. You agree to indemnify Us for the costs of any investigation or fine resulting from Your Political Ads.

D. LICENSE TO ADS; PAYMENT. You hereby grant to Us and Our licensees a royalty-free, worldwide license to use, reproduce, market, publicly display, publish, publicly perform, distribute, and transmit the Ads as part of operating the Platform and fulfilling the Online Order. Ads need to be provided in the format set forth on Our site. We will not modify the content or appearance of any Ad, provided that should We determine that it is necessary to modify the size or attributes associated with the underlying technology to deliver an Ad or fulfill an Online Order using the Platform, then We may make such modifications, and, subject to the foregoing license grant, You grant Us a right and license to do so. You reserve the right to direct further changes or modifications to an Ad or Online Order following any changes made by Us. You shall ensure that any content in Your Ads and on any page linked to from any of Your Ads: (i) is not misleading, libelous, obscene, invasive of others' privacy, or hateful (racially or otherwise); (ii) does not imply, infer, state or publish that content or materials promoted in the Ad are provided, endorsed, sourced or otherwise approved by any third party without such third party's express permission to do so; (iii) does not contain Harmful Code or otherwise operate in a manner that could reasonably be expected to damage Our Technology; (iv) does not infringe the intellectual property or proprietary rights of any third party; and (v) does not violate Applicable Laws (as defined in Section 4). You will be obligated to pay media costs as well as data fees, platform fees and other fees set forth in Our standard rate card only for Ads actually served and will do so within thirty (30) days after receipt of invoice. Our reporting with respect to any such fees, including impression counts and record of the price per impression, will be determinative.

E. INDEMNIFICATION. YOU SHALL DEFEND, INDEMNIFY AND HOLD SIMPLIFIED INDEMNITIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADS SUBMITTED UNDER YOUR ACCOUNT, THE LANDING PAGES FOR SUCH ADS AND THE PRODUCTS, GOODS AND SERVICES PROMOTED IN YOUR AD, INCLUDING WITHOUT LIMITATION ANY CLAIMS THAT ANY OF THE FOREGOING (A) INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, (B) CONTAINS HARMFUL CODE, OR (C) VIOLATES APPLICABLE LAWS (AS DEFINED IN SECTION 4).

F. Rejection. We reserve the right for any reason to reject Your Ads.

G. Terms for Autopilot. If You order Autopilot through Your Self-Service Order ("**Autopilot Offering**"), the following terms apply:

We may provide You with Analytics Code in connection with the Autopilot Offering for Your or Your client's use ("**Analytics Program**") by making such code available in the Platform. "**Analytics Code**" is Our code for insertion on Your website, online store, and/or elsewhere as mutually agreed in writing ("**Your Properties**") to enable the analytical tools available for Your Account. Provided that You install the Analytics Code, it will be delivered into the Internet browser of Your users during their interaction with Your Properties. Subject to the terms and conditions herein, We hereby grant You a non-exclusive, revocable, non-transferable, non-sublicensable, limited, internal-use right in connection with Your Analytics Program solely to use, execute, and display the Analytics Code on Your Properties. During the Analytics Code set-up process, We may append certain parameters to the URL associated with Your Ads to enable the Analytics Program. You may not edit or delete any such parameter, which would prevent the proper functioning of the Analytics Code and render impaired or inaccurate results. In

connection with the Analytics Program, You may not, directly or indirectly, transmit to Us any Personal Information (as defined in the Data Protection Addendum) of Your users unless you have provided all necessary notices and have the legal right and permission necessary to do so under Applicable Laws. While using the Analytics Code, You will: (i) provide all necessary notices and obtain all rights and permissions necessary for Us to use Your Data in connection with the Analytics Program data, including statistical and traffic information collected by Us and/or provided by You, as contemplated under the Platform Agreement. You are solely responsible for Your deployment of the Analytics Code on Your Properties in accordance with Applicable Law.

SECTION 6

APPLIES TO ALL (EXCEPT MSA) USERS WHO ACCESS THE PLATFORM.

This Platform Agreement incorporates the [Data Protection Addendum](#) (which We may update from time to time), including without limitation the Standard Contractual Clauses incorporated therein. The DPA is effective as of November 1, 2020 and replaces and supersedes any previously agreed data processing addendum between You and Simplifi.

SECTION 7

APPLIES TO YOU IF YOU ARE CONTRACTUALLY PERMITTED TO ACCESS AND USE OUR API TO ACCESS YOUR REPORTING.

You may allow Your Third Party Reporting Provider (as defined below) to access, on Your behalf, Our API provided to You for the sole purpose of accessing the Services in order to access, use and report on Your campaign data and such access and use of the API, the Platform and the Services shall be in accordance with the provisions of Your Agreement and subject to the confidentiality provisions therein. All actions or omissions of such Third-Party Reporting Provider shall be deemed to be Your actions or omissions and You shall be responsible and liable for them. As used herein, “Third Party Reporting Provider” means a company engaged by You to provide reporting on advertising campaigns that has been prior approved by Our CEO, CFO, CRO or CTO in writing (email to suffice). YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIMPLIFI INDEMNITIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ACTS OR OMISSIONS OF YOUR THIRD PARTY REPORTING PROVIDER.

CONTACT US

If You have any questions or comments regarding this Platform Agreement, please contact Simplifi at: privacy@simplifi.fi

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