

Deep Sync Data Brands and Offerings General Terms and Conditions

These General Terms and Conditions for Deep Sync Data Brands and Offerings (the “**General Offering Terms**”) are dated and effective as of the date of last signature herein are entered into by and between Compact Information Systems, LLC, dba “Deep Sync”, a Washington limited liability company, with office located at 6720 108th Ave NE Suite 200, Kirkland, WA 98033 (“**Deep Sync**”), and _____, a _____ [corporation/limited liability company], located at _____ (“**Client**”).

I. Introduction – Deep Sync Offerings Covered By the General Offering Terms, Acceptance, Definitions.

Capitalized words are defined parenthetically (examples in subsection I.A., below) or in Section I.B., below.

A. Introduction.

1. Deep Sync (also referred to as “**we**,” “**us**,” or “**our**”) makes available a variety of marketing data-related Deep Sync Offerings to Clients, including access to marketing datasets under a variety of Deep Sync owned “**Deep Sync Brands**” (e.g., *AccuData Integrated Marketing, ASL Marketing, HomeData*) by license, list license or access and use of some of the available marketing datasets through online self-service subscription offerings on a Deep Sync Website such as Deep Sync’s proprietary software as a service Deep Sync One for marketing data campaigns within supported third party platforms (e.g., *Meta Platforms, Inc. a/k/a Facebook*).
2. Deep Sync Data Solutions services are described on <https://deepsync.com/data-solutions/> and include *Data Hygiene, Data Enrichment, Data Modeling, Customer Profiling & Analytics, Privacy Compliance, Data on Demand, Data Activation, and Identity Resolution*. Deep Sync also provides some Clients with marketing data subject matter consulting services defined in Section I.B. below as *Deep Sync Professional Services*.
3. These General Offering Terms are incorporated by reference into and become a part of each Order the Parties enter into to constitute the Agreement between Deep Sync and Client party to the Order. Each Agreement governs and applies to Client’s access and use of any Deep Sync Offering pursuant to the Order, including payment of Fees for the same. Section I.B.1., also defines further what constitutes the Agreement in more detail, including the order of priority in case of conflicting terms in the Order, the General Offering terms and other applicable terms defined therein.
4. **SECTION III.E., SUBPARAGRAPHS 9.(a) AND 9.(b) TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” SET FORTH A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THEM.**

B. Definitions. Words having a specific meaning in these Terms are defined parenthetically throughout (as in Section I.A., above) or as follows in this Section I.B. below.

1. “**Affiliate**” means with respect to a party to this Agreement, an entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such party. For purposes of this definition of Affiliate, “**Control**” (including the terms controlling, controlled by and under common control with) means, with respect to a Party to this Agreement, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
2. “**Agreement**” means the combination of each Order and the General Offering Terms, any Offering Specific Terms, and any Data Specific Attachment that are included and incorporated into each specific Order to be the Agreement for the transactions under such Order. For each specific Deep Sync Offering transacted under an Order, the Order also attaches and/or indicates that applicable terms and conditions specific to such Deep Sync Offerings (“**Offering Specific Terms**”). Certain Deep Sync Data in a Deep Sync Dataset under an Order may also require specific terms and restrictions (more typically required by the third-party supplier of the Deep Sync Data) and these may vary over time; thus, these data-specific terms will be described in data specific attachments to an Order (each a “**Data Specific Attachment**”). Order of Priority for the Agreement. In the event of conflicting terms between the component parts of the Agreement, the order of priority and precedence is as follows: (i) Data Specific Attachments terms prevail over any other conflicting terms, (ii) Order terms prevail over conflicting terms in Offering Specific Terms or General Offering Terms, and (iii) Offering Specific Terms prevail over conflicting terms in the General Offering Terms; and (iv) the General Offering Terms and Conditions prevail over any standard, preprinted, or otherwise not expressly agreed upon terms by both Parties in writing.
3. “**Analytics**” means use of the Deep Sync Data to support analytic and measurement applications, including audience counts, creation of general marketing analysis insights, site analytics, post-campaign measurement analytic reports. Deep Sync Data used for Analytics can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Offering Specific Terms for Deep Sync Dataset Licenses, as applicable.
4. “**Applicable Law**” means applicable law, rule, code, order, treaty, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution issued or enacted by any governmental entity (including any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government) or any court, or government tribunal of competent jurisdiction over any party with respect to their conduct related to the Agreement, including those concerning Data Protection Laws (as defined parenthetically in Section II.E.1.a. of these General Offering Terms, further below).

5. “**Client**” means the individual person, legal entity, or other organization that is Deep Sync’s direct customer who is purchasing access to Deep Sync Offerings, and to which the Agreement applies, whether for the Client’s own internal use or for the Client’s customers if Client is a Reseller.
6. “**Client Data**” means any data or information provided by the Client to be used with the Deep Sync Data or Data Solutions.
7. “**Confidential Information**” is defined in Section II.D.1. below.
8. “**Data Enhancement**” means appending Deep Sync Data to match first party records for use in the conduct of direct mail marketing, digital marketing, modeling, and analytics. Data enhancement can include one or both of appending: a) contact attributes such as name, phone, email, or address; and b) demographic attributes. Any Deep Sync Data used for Data Enhancement can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Offering Specific Terms for Deep Sync Dataset Licenses, *as applicable*.
9. “**Deep Sync Data**” means any form of data or information that Deep Sync sources and provides to Client or Client’s designee under an Order as part of a Deep Sync Dataset or included with Deep Sync Data Solutions but excludes any Client Data (defined above) that Client provide to Deep Sync for file enhancement or otherwise.
10. “**Deep Sync Data Solutions**” means specific technology and process enabled solutions that optimize Client Data and Deep Sync Data licensed to the Client under an Order, and include but are not limited to data append, data hygiene, data privacy offerings, identity resolution, modeling - generally any solutions that Deep Sync offers to optimize Processing, enhancing, performing identity resolution, or enabling activation of Client Data. The Deep Sync Data Solutions can be made available through APIs, websites, cloud applications, batch file deliveries, or other methods provisioned to meet a Client's needs as described in the applicable Order.
11. “**Deep Sync Dataset**” or “**Deep Sync Datasets**” mean any proprietary structured, segmented and organized Deep Sync Data that Deep Sync licenses to or provides access to Client or Client’s designee under an Order. Deep Sync Datasets exclude any Client Data (defined above) unenhanced by any Deep Sync Datasets that Client provides to Deep Sync for Deep Sync Data Solutions or otherwise.
12. “**Deep Sync Dataset License**” or “**Deep Sync Dataset Licenses**” means a Deep Sync Dataset license typically provided in two types of license transactions, either (a) dataset licenses that are larger scale transactions often encompassing a variety of datasets and segments for specific authorized use(s) for an extended license term/period involving a more significant financial commitment for proportional use and benefit, the specific terms of which are agreed pursuant to the applicable Order and (b) data list rentals that are smaller in scale and limited to a specific number of direct marketing campaign licenses uses within a specific short-term period (“**Direct Marketing List License**” or “**Direct Marketing List Licenses**”) documented in an Order for the Direct Marketing List License.
13. “**Deep Sync Offerings**” means any of the Deep Sync offerings in any combination, such as Deep Sync Dataset License(s), Deep Sync Data Solutions, Deep Sync One, other Deep Sync online technology service via a Deep Sync Website or Deep Sync Professional Services.
14. “**Deep Sync One**” means Deep Sync’s proprietary software-as-a-service (or SaaS) offering that incorporates certain Deep Sync Data, Deep Sync Datasets, and Client Data in any combination, for use in marketing campaigns on specifically supported third party networking platforms (e.g., *Meta Platforms, Inc. a/k/a Facebook*).
15. “**Deep Sync One Marketplace**” means the capability in Deep Sync One that enables Clients to access and use in marketing campaigns marketing data from independent third party data vendors (each an “**IDV**”) who use Deep Sync One as a marketplace to host their marketing data for use in Client marketing campaigns enabled by Deep Sync One. In short, the Deep Sync One Marketplace is Deep Sync One but using IDV marketing data that is hosted and used in campaigns in Deep Sync One. Section I.H.2. of the Offering Specific Terms for Deep Sync One, is specific to the Deep Sync One Marketplace and explains which parts of the General Offering Terms and Offering Specific Terms for Deep Sync One are an agreement between Deep Sync and each Client using the Deep Sync One Marketplace versus Terms that are an agreement between the IDV whose marketing data the Client accesses and uses and that Client.
16. “**Deep Sync Privacy Policy**” means Deep Sync’s privacy policy applicable to all Deep Sync Brands, located at <https://deepsync.com/privacy-policy/>.
17. “**Deep Sync Professional Services**” means Client-requested data subject-matter expert advisory services provided by Deep Sync subject-matter (“**SME**”) data experts that augment and inform the capabilities of the Deep Sync Data or the Client Data or both, for assisting clients to segment, format, maintain promotion files, campaign processing, develop profiles/modeling, provide marketing analytics, otherwise configure and optimize Deep Sync One, assist with email deployment of data, and provide custom development of executable scripts and the like. Professional Services are agreed pursuant to an Order, which also will separately describe the general scope, detailed description and timing of the Professional Services, with Fees charged typically on a time and materials basis.
18. “**Deep Sync Websites**” means any websites operated by Deep Sync for any of the Deep Sync Brands or Deep Sync Offerings.
19. “**Digital Marketing**” encompasses digital targeting, messaging and other data driven marketing activities and advertising served to consumers and businesses via a digital or online channel, including via Client’s onboarding and activation services. Deep Sync Data can be used in combination with other third-party data or End User data unless otherwise restricted pursuant to Section I.A.1., of the Offering Specific Terms for Deep Sync Dataset Licenses, as applicable.

20. **“Direct Marketing”** used in relation to Deep Sync Dataset Licenses means direct marketing activities such as direct mail, email marketing, and telemarketing, and excludes all digital and online advertising methods not explicitly mentioned in this definition. Deep Sync Data used for Direct Marketing can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Offering Specific Terms for Deep Sync Dataset Licenses, as applicable.

21. **“Fees”** Fees are for any purchased Deep Sync Offerings and are agreed and set forth in Orders, including as a condition of using any Deep Sync Offerings as online technology services, e.g., Deep Sync One.

22. **“Modeling”** means the utilization of Deep Sync Data to develop and implement algorithmic models, both predictive and non-predictive, that analyze and understand consumer behaviors or identify similar audiences. This includes using Deep Sync Data to train, refine, and execute such models, and subsequently applying them to generate scores, rankings, or identify similar audiences, for more informed business decisions. Deep Sync Data used for Modeling can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Offering Specific Terms for Deep Sync Dataset Licenses, *as applicable*.

23. **“Multiple Use”** used in relation to Deep Sync Dataset Licenses means use of a dataset for up to one (1) year from the date of the Deep Sync Dataset License for Direct Marketing or digital targeting solicitation by Client or if Client is an authorized Reseller, by a single approved End User.

24. **“Order”** (or **“Orders”**, as applicable) mean either (a) the stand-alone agreement(s) executed between Client and Deep Sync by their authorized representatives for one or more transactions that incorporate by reference the General Offering Terms, certain Offering Specific Terms and any Data Specific Attachments, and that describes the essential terms including but not limited to the applicable Deep Sync Offerings, quantities, Fees, duration, Dataset scope, and authorized use cases agreed between a Client and Deep Sync, or (b) for any transaction for Deep Sync Offerings that is conducted online, in which the online experience describes the essential terms including but not limited to the applicable Deep Sync Offerings, quantities, along with the pricing and Fees all of which are maintained as an account record online or documented by a transaction (or order) confirmation or both.

25. **“Processing”** (including its cognate, **“Process”**) means any operation or set of operations that is performed upon data or information, whether or not by automatic means and whether electronically or in any other form or medium, including in any combination collection, recording, organization, storage, access, adaptation, alteration, modification, retrieval, consultation, use, reproduction, disclosure, transmission, dissemination, distribution, making available, publication, display, public performance, translation, alignment, combination, compilation, analysis, improvement, adaptation, preparation or creation of derivatives from, blocking, deleting, appending, erasure, or destruction.

26. **“Purpose”** the business marketing-related needs of Client whether internal or authorized but limited and restricted resale to third parties for their internal marketing needs (that may be more specifically described in and restricted by the applicable Order), provided that the Purpose complies with Applicable Law.

27. **“Reseller”** means a Client who purchases one or more Deep Sync Offerings and is authorized by Deep Sync under an Order to resell (or sublicense) such Deep Sync Offering(s) to (i) its own customers authorized in an Order (each an **“End User”**) to promote the products/services marketed and sold by the End User or (ii) on a wholesale basis.

28. **“Single Use”** used in relation to Deep Sync Dataset Licenses means a one-time use right for direct marketing or digital targeting solicitation by Client or if Client is a Reseller, by a single approved End User for a single campaign. For telemarketing applications, one-time use is defined as usage within sixty (60) days of delivery.

29. **“Term”** is defined in Section II.C. below.

II. **General Offering Terms Applicable to all Deep Sync Offerings.** The General Offering Terms apply to all of the Deep Sync Offerings.

A. Orders for Deep Sync Offerings.

1. **Delivery Format and Schedule.** Deep Sync will use commercially reasonable efforts to provide the Deep Sync Offerings in accordance with any schedule and materially conforming to any format set forth in the applicable Order as a stand-alone document, contingent on receipt of all Client materials reasonably necessary to providing the Deep Sync Offerings under such applicable Order.

2. **Cancellations and Change Orders.** If the Parties agree on a mutual change order to an Order, or any portion thereof, after Deep Sync has commenced providing Deep Sync Offerings under such Order, Client agrees to pay Deep Sync for its incurred costs for work in process, and if the Order commits Client to a specific volume of Deep Sync Offerings (e.g., volume of Deep Sync Data in a Deep Sync Dataset License) for the Term or any renewal, then Client also will remain obligated to pay Deep Sync the fees for the agreed committed volume for such Term. Client understands and agrees that any modifications to quantity or kinds of the Deep Sync Offerings originally described in the Order may result in additional Fees incurred and owed to Deep Sync.

B. Fee Payments, Disputes, Late Fees and Taxes.

1. Payment for Deep Sync Offerings.

(a) Unless the payment of fees for the Deep Sync Offering is self-service online by payment card automated within a Deep Sync Website (e.g., Deep Sync One and Deep Sync One Marketplace), the Client will pay the applicable Fees for the Deep Sync Offering as described in the applicable Order. If Client is a Reseller pursuant to Section I.A.2., of the Offering Specific Terms for Deep Sync Dataset License, Reseller’s obligation to pay the fees and charges set forth on each invoice is entirely independent of whether Reseller receives payment from its End Users. Unless otherwise

provided in the Order, payment of fees is due net-30 days of Deep Sync's transmission by email or other electronic means of Deep Sync's invoice. Deep Sync's invoices will be deemed to be correct and accepted unless the Client reasonably and in good faith disputes the invoice in writing (email or other electronic communication is sufficient) within fourteen (14) days of its transmission, provided Client pays any undisputed Fees in the invoice on time.

(b) Deep Sync reserves the right to suspend performance of its obligations under any Order actively being performed (and under any other agreement with Client) in the event Client fails to make timely payment of Fees hereunder or under any other agreement with Deep Sync and has failed to cure such payment breach pursuant to Section II.C.2.(b) below. Such right to suspend performance is in addition to Deep Sync's right to terminate the Agreement in accordance with Section II.C.2.(b) below.

(c) Upon termination of this Agreement by either party for any reason, any amounts invoiced and owed by Client to Deep Sync, will become immediately due and payable, and Client will pay any amounts invoiced after such termination within thirty (30) days of the date of invoice transmission.

2. **Interest Charges on Unpaid Fees, Unearned Discounts off Fees, and Collection.** All Fee amounts not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or at the highest contract rate allowed by law, whichever is less, from the date due until paid, which interest will be added to the unpaid amount due and owing by Client to Deep Sync. In addition, Client is obligated to repay Deep Sync in addition to interest any amounts equal to discounts off Deep Sync's standard Fees that Deep Sync provided to Client as timely payment was consideration for such discounts. Client also agrees to pay all costs involved in collecting overdue Fee amounts, including but not limited to Deep Sync's reasonable costs of collection, including attorneys' fees.

3. **Applicable Taxes.** Client will pay, or reimburse Deep Sync, for all local, state and federal sales tax, which may now or hereafter be imposed upon this Agreement or any Order under the Agreement, or which become due as a result of paying Fees for any Deep Sync Offerings, excluding, however, taxes measured on Deep Sync's net income.

4. **Travel Expense Payments.** Deep Sync Offerings typically do not require Deep Sync incurring travel and expenses. However, in the unlikely event it is necessary for Deep Sync personnel to travel to Client's offices or to other locations on Client's behalf, Client agrees to reimburse Deep Sync for all reasonable travel expenses incurred under this Agreement including transportation, lodging meals and other expenses. The parties will use commercially reasonable efforts to document in any Order as a stand-alone document any anticipated travel by Deep Sync personnel.

C. Term and Termination.

1. **"Term"** means from the effective date described in the applicable Order ("**Effective Date**") for the period of time specified in such Order (the "**Initial Term**") and also for renewal terms (if any). If the applicable Order requires a minimum commitment to purchase Deep Sync Offerings for the Initial Term, then this Agreement will automatically renew for successive periods equal to the duration of the Initial Term on each anniversary of the Effective Date unless otherwise agreed in writing by the parties or one party provides the other party written notice of non-renewal no less than sixty (60) days prior to such automatic renewal.

2. **Termination.** Each Agreement and the rights granted thereunder may be terminated:

(a) except as provided in the following subclause (b), immediately following breach by the other party (the "breaching party") of any material term or provision of this Agreement and the breaching party's failure to cure such breach within thirty (30) days after written notice of such breach from the non-breaching party; or

(b) by Deep Sync ten (10) days after providing written notice of any payment default for any overdue portion of Fees owed to Deep Sync that are not subject to a good faith and reasonable dispute by Client and for which the breach and default remains uncured following such notice.

3. **Termination in the event of Bankruptcy.**

(a) Subject to Applicable Law, each Agreement will terminate automatically if Client is liquidated or dissolved, or a receiver or trustee is appointed for it, or makes a general assignment for the benefit of its creditors or institutes or has instituted against it any proceedings under any law relating to bankruptcy or relief of debtors, and such filing is not dismissed or resolved within sixty (60) days.

(b) Subject to Applicable Law, termination of this Agreement hereunder will not relieve Client of its obligation to pay for any outstanding invoices for Deep Sync Offerings provided up until termination, or after termination for work in progress. In the event of a termination on behalf of the Client in accordance with any such proceeding described in the preceding subsection (a) and subject to Applicable Law, Client will not be entitled to a refund of any portion of any Fees or charges paid to Deep Sync or any of its Deep Sync's suppliers hereunder, including, without limitation, any prepaid fees.

4. **Effect of Termination.** Immediately upon any termination of this Agreement for any reason:

(a) All Deep Sync Dataset Licenses or other rights to use Deep Sync Data or Marketplace Data or any portion thereof, or Deep Sync One (or any other online service of Deep Sync), or any Deep Sync Data Solutions will terminate immediately unless Deep Sync agrees otherwise in writing;

(b) Client will pay to Deep Sync any and all outstanding fees, charges, payments and expenses due pursuant to this Agreement that are not disputed reasonably and in good faith;

(c) Unless otherwise provided in the Order, upon the termination of the Agreement, Client will destroy any Deep Sync Offerings or Confidential Information in its possession within thirty (30) days of such termination and Client will provide written certification of such destruction to Deep Sync within such time period.

(d) Deep Sync will delete all Client Data from systems it controls within thirty (30) days of the termination event; and

(e) the terms of the Agreement (including the General Offering Terms, and any applicable Offering Specific Terms and Data Specific Attachments) that by their nature reasonably should survive termination will survive the termination, cancellation, or expiration of this Agreement for any reason.

D. Confidentiality and Non-disclosure.

1. **“Confidential Information”** means any and all information of a Disclosing Party that is proprietary or non-public information, including without limitation (a) information concerning trade secrets; (b) software source or object code, technical, operational, or procedural documentation, technology, ideas, formulae, know how, procedures, products, algorithms and trade secrets embodied in the source code or object code, solution methodology or technology, and other deliverables; (c) information relating to a party’s business or other affairs; (d) financial, technical, operational and commercial information; (e) information regarding or that belongs to customers or suppliers, potential customers or suppliers, business plans or staff of the Disclosing Party; (f) information related to the transaction contemplated by this Agreement or any applicable addendum including without limitation Deep Sync One, Deep Sync Data, Deep Sync Datasets, Client Data; (g) information obtained by examination or review of information, books and/or records; (h) information obtained by testing or analysis of any combination of Deep Sync Offerings, including without limitation Deep Sync One and any other Deep Sync Offering online; and (i) notes, analyses, compilations, studies or other documents prepared by either party or a party’s representatives based on, containing or otherwise reflecting its Confidential Information. Confidential Information may be disclosed in oral, written, graphic, electronic, machine recognizable and sample form, or otherwise obtained by the Receiving Party directly or indirectly from the Disclosing Party in connection with the transaction contemplated by this Agreement. As between the parties, the party that owns specific Confidential Information is the **“Disclosing Party”** and the party receiving any such Confidential Information is the **“Receiving Party.”**

2. **Exceptions.** Information will not be protected as Confidential Information that can be proved with contemporaneous documents (a) was in the public domain through no fault of or wrongdoing directly or indirectly by the Receiving Party; (b) was already in the possession of, or actually and demonstrably known to, the Receiving Party at the time of disclosure; (c) is rightfully received by the Receiving Party without breach of any duty of nondisclosure; (d) is approved for public release by written authorization from the Disclosing Party; or (e) or was independently developed by the Receiving Party. For clarity and the avoidance of doubt, however, none of the preceding exceptions will apply to the entirety of any Deep Sync Datasets made available to Client, even if portions of the same are arguably subject to one or more of the exceptions described in this subsection 2, and the entirety of a Deep Sync Dataset will be protected pursuant to this Section II.D.

3. **Protection of Confidential Information.** In the performance of each Agreement, Deep Sync and Client may receive and exchange Confidential Information from or on behalf of the other party. The Receiving Party will hold such Confidential Information in strictest confidence, for the exclusive use of the Receiving Party, and the Receiving Party will not take any action in derogation of such confidentiality. The Receiving Party will take all commercially reasonable steps to prevent the Confidential Information from being used by or made available or furnished or disclosed to any third party (other than the Receiving Party’s employees directly concerned with the performance of the Agreement and who need such disclosure for the conduct of their ordinary responsibilities), including, but not limited to, taking all steps it takes to protect information, data or other tangible and intangible property of its own that it regards as its Confidential Information or proprietary property. Further, Client will limit access to Deep Sync Data, Deep Sync Datasets and Deep Sync One only to those of its employees, independent contractors, or agents with a need for access to perform under the Agreement.

4. **Compelled Disclosures of Confidential Information.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party’s rights under the Agreement, including to make court filings permitted by Applicable Law.

E. Deep Sync Offerings General Restrictions for Use and Access; Security Obligations.

1. When using the Deep Sync Offerings, Client agrees to comply with the following obligations and restrictions. If Client is a Reseller pursuant to Section I.A.2. of the Offering Specific Terms for Deep Sync Dataset Licenses, then Client will obligate its End Users to comply with and enforce as needed their compliance with this obligation.

(a) Compliance with Applicable Law. To the extent that Applicable Law including without limitation, any data protection laws (**“Data Protection Law”**) such as the California Consumer Privacy Act (**“CCPA”**) as amended by the California Privacy Rights Act of 2020 (**“CPRA”**), all similar state laws, regulations and rules, the Telephone Consumer Protection Act of 1991, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act (**“FCRA”**), and the Federal Trade Commission (**“FTC”**) Telemarketing Sales Rule, apply to either party: (i) such party agrees to comply with obligations under the Applicable Law; and (ii) in relation to any access to or transfer of **“Personal Information”** (as defined under any Data Protection Laws) from one party to the other party pursuant to the Agreement, the parties agree that Personal Information accessed or transferred under the Agreement is, as between the parties (and not as a status under applicable Data Protection Law), licensed and not sold. If a party reasonably believes that any changes are required to the Agreement to ensure a party’s compliance with Data Protection Law or to address the legal interpretation of Data Protection Law, including in relation to the respective roles of the parties with regard to any

Personal Information that is Processed under the Agreement, that party may notify the other and the parties will negotiate in good faith appropriate amendments or addenda to the Agreement to the extent required to ensure both parties' compliance with Data Protection Law. Notwithstanding the foregoing, and for avoidance of doubt, the foregoing does not relieve Client of its restrictions, duties and obligations under the Agreement.

(b) Client will not itself or assist any other person or third party to interfere with, or attempt to interrupt the proper operation of Deep Sync One (or any other Deep Sync Offering online) through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to Deep Sync One (or any other Deep Sync Offering online) through data mining, hacking, or by any other means that Client should or has reason to know is not authorized by Deep Sync.

(c) Client will not itself or assist any other person or third party (i) to decompile, reverse engineer, or disassemble (as applicable) any Deep Sync Datasets, Deep Sync One Marketplace data, other Client Data, Deep Sync One or any other software-as-a-service, software, or other technology products or processes that Deep Sync makes available to Clients by delivery or otherwise accessible through online means, or (ii) to otherwise tamper with any of the same by any means that Client should or has reason to know is not authorized by Deep Sync.

(d) Client will not itself or assist any other person or third party to use any robot, spider, scraper, or other automated means to access for any purpose any Deep Sync Data, Deep Sync One Marketplace data or any Client Data Processed on Deep Sync One or on any other Deep Sync online resources, or Processed on any other Client owned or controlled information technology that Client should or has reason to know is not authorized by Deep Sync.

(e) Client will not itself or assist any other person or third party to use any Deep Sync Offerings to determine or in connection with: (i) any individual reference service application, skip tracing, electronic directory assistance or other e-data look-ups; (ii) employment or a review of employee records, including without limitation for evaluating an individual for employment or for promotions, reassignment, or retention as an employee; (iii) a determination of an individual's eligibility for a license or other benefit granted by a governmental instrumentality; (iv) healthcare or healthcare insurance/benefits eligibility, (v) performing any criminal background checks or the like, or (vi) any review, analysis, or assessment of an individual record in connection with credit granting, credit monitoring, account review, collection, or insurance underwriting, or for any other purpose covered by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.* ("**FCRA**").

(f) Client will not itself or assist any other person or third party to use any Deep Sync Offerings to send or facilitate any advertising related to or for the purpose of: (i) deceiving third parties or committing any form of fraud on third parties, (ii) adult entertainment (*e.g.*, pornography) or sexual products/paraphernalia, (iii) controlled substance/drug paraphernalia; (iv) government regulated weapons in a manner the Client has reason to expect will circumvent such regulations, (v) gambling, (vi) targeting underage persons in violation of any Applicable Law, (vii) promoting any other product or service that is illegal in the locality in which it is sent or received, including without limitation discriminating on the basis of race, gender, religion, sexual orientation, or in any way that may be unfair under Applicable Law, or (viii) for any use that Client knows or should know violates or circumvents Applicable Law or that will materially harm the reputation of Deep Sync or good will in Deep Sync and any Deep Sync Offering. Client will not refer to any selection criteria or presumed knowledge regarding the intended recipient of any solicitation. Client also will not use any Deep Sync Data on Meta Platforms, Inc. ("**Facebook**") in violation of any Facebook terms of use generally or related to advertisers; for the avoidance of any doubt, this restriction also includes prohibiting Client's use of Deep Sync Data in violation of policies related to "Special Ad Categories" or similar restrictions.

(g) No Sensitive Information. Client will not transmit or send to Deep Sync or use any of the Deep Sync Offerings to Process any Sensitive Information. "**Sensitive Information**" may include, but is not limited to, any of the following: (i) any "**Protected Health Information**" (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and including its implementing regulations, as amended); (ii) any social security number, passport number, military number, driver's license number, individual taxpayer identification number or other government-issued identification number; (iii) any payment card data, financial account numbers or "non-public personal information," as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and its implementing regulations or guidelines; (iv) any information which could be construed as "special categories of personal data/information" under any Applicable Laws.

(h) Client will not itself or assist any other person or third party to take any action that Client has reason to know will or may impose an unreasonable or disproportionately large Processing load on Deep Sync One or any other online Deep Sync Offering.

(i) Client will use an appropriate and reasonable combination of technology and process(es) to secure from and to prevent any unauthorized third parties directly or indirectly (*e.g.*, using robots/crawlers) from accessing without Deep Sync's authorization any Deep Sync Offerings Processed online or on premises whether on information technology infrastructure controlled by Client, Deep Sync or any third party and whether or not through Client's access to the same, including but not limited to the following:

- (i) preventing unauthorized access to Confidential Information of Deep Sync that are Processed online through Deep Sync Offerings and that are protected in any way under Applicable Laws;
- (ii) restricting authorized access to the online Deep Sync Offerings only to those employees (or contractors) of Client who have a need as part of their official duties and are bound by obligations of confidentiality;

(iii) ensuring that none of Client's employees (or contractors) access and/or use any information available from online Deep Sync Offerings for personal reasons inconsistent with the restrictions and security obligations in this Section II.E.; and

(iv) without unreasonable delay, deactivate the user access of Client's employees (or contractors) to any Deep Sync Offerings who no longer have a need to know, or for terminated employees (or contractors) on or prior to the date of termination;

Client will notify Deep Sync without unreasonable delay if it has any reason to believe that there has been any breach or non-compliance with the restrictions above through its access to the Deep Sync Offerings or that any Deep Sync Data or Confidential Information are or have been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized third party through Client's access to the Deep Sync Offerings, or for any purpose contrary to lawful purpose of Client's access. Client will comply with all Applicable Laws for breach notification in connection with any of the unauthorized access to or loss of Deep Sync Offerings in relation to Client's access, use or both.

2. **Client Data.** Client may provide access to Client Data whether by upload to information technology resources owned or controlled by Deep Sync, including Deep Sync One, or otherwise. As between Client and Deep Sync, Client owns Client Data, and is entirely responsible for owning or being duly licensed to, and represents and warrants to Deep Sync that Client owns or is duly licensed to and has all or all rights necessary to provide access to, transfer or upload Client Data to Deep Sync, including into Deep Sync One (or any other Deep Sync Offerings available as an online service) and use Deep Sync Offerings together with Client Data. Client hereby grants to Deep Sync a non-exclusive license to Client Data to copy, reproduce, store, adapt and translate Client Data collected and/or processed hereunder only to the extent necessary to perform Deep Sync's obligations under this Agreement. For the avoidance of any doubt and consistent with the preceding, Deep Sync will only transfer the Client Dataset to a third party as authorized or directed by Client to perform the agreed upon services as defined in the Agreement. Deep Sync has implemented and will continue to maintain processes and procedures to protect the confidentiality and security of the Client Data, including by maintaining appropriate organizational, technical and physical safeguards that are designed to (a) protect the security and integrity of the Client while they are within Deep Sync systems and (b) guard against the accidental or unauthorized access, use, alteration, or disclosure of Client Data within Deep Sync's systems. (deepsync.com provides additional information about the information security processes and procedures Deep Sync maintains to protect Client Data).

F. Warranties and Disclaimers.

1. Limited Warranties and Remedy.

(a) DEEP SYNC WARRANTS TO CLIENT THAT THE DEEP SYNC OFFERINGS WILL CONFORM MATERIALLY TO THE DESCRIPTION IN THE APPLICABLE ORDER.

(b) WITH RESPECT TO DEEP SYNC PROFESSIONAL SERVICES, DEEP SYNC WILL PROVIDE SUCH PROFESSIONAL SERVICES IN A WORKMAN-LIKE AND PROFESSIONAL MANNER.

2. **Sole and Exclusive Remedy.** IN THE EVENT ANY DEEP SYNC OFFERING DOES NOT CONFORM MATERIALLY TO THE DESCRIPTION IN THE APPLICABLE ORDER, DEEP SYNC'S SOLE LIABILITY WILL BE TO RE-PERFORM OR REDELIVER THE NONCONFORMING DEEP SYNC OFFERING OR REFUND OF FEES CLIENT HAS PAID FOR SUCH NONCONFORMING DEEP SYNC OFFERING UNDER THE APPLICABLE ORDER; PROVIDED, HOWEVER, IN NO EVENT WILL SUCH REFUND OF FEES EXCEED THE AMOUNT OF FEES PAID TO DEEP SYNC UNDER THE APPLICABLE ORDER.

3. **Deep Sync Controlled Technology Disclaimers.** REGARDLESS OF THE PRECEDING SUBSECTION F.1., CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT DEEP SYNC DOES NOT WARRANT THAT ANY DEEP SYNC OFFERINGS AND DEEP SYNC WEBSITES OPERATING ON TECHNOLOGY INFRASTRUCTURE CONTROLLED BY OR PROCURED BY DEEP SYNC WILL BE UNINTERRUPTED OR ERROR FREE AND WITH RESPECT TO DEEP SYNC OFFERINGS, WHETHER PROCESSED OR TRANSFERRED VIA DEEP SYNC CONTROLLED TECHNOLOGY, SUCH DEEP SYNC CONTROLLED TECHNOLOGY MAY OCCASIONALLY EXPERIENCE "HARD OUTAGES" DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN DEEP SYNC OR ITS SUPPLIERS' OR VENDORS' CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED BREACH BY DEEP SYNC OF THIS AGREEMENT.

4. Warranty Disclaimers for Deep Sync Offerings.

(a) THE FOREGOING LIMITED WARRANTY IN THE PRECEDING SUBSECTION F.1., OF THIS SECTION II.F. IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AND CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OF DEEP SYNC TO CLIENT OR ANY OTHER THIRD PARTIES WITH RESPECT TO THE DEEP SYNC OFFERINGS. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE PRECEDING SUBSECTION F.1. OF THIS SECTION II., DEEP SYNC SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND PURPOSE OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

(b) CLIENT FURTHER ACKNOWLEDGES THAT THE DEEP SYNC OFFERINGS ARE NOT THE PRODUCT OF AN INDEPENDENT COMPILATION OR INVESTIGATION PROMPTED BY OR ON BEHALF OF ANY CLIENT, BUT ARE UPDATED AND REVISED INDEPENDENTLY ON A PERIODIC BASIS.

G. Reservations of Rights of the Parties.

1. **Retained Ownership.** Nothing in this Agreement will transfer to or vest in Client (or its End Users as applicable pursuant to Section I.A.2. of the Offering Specific Terms for Deep Sync Dataset Licenses, as applicable, any right, title, or interest in or to Deep Sync Offerings, or any other Deep Sync Confidential Information, including without limitation, databases, hardware or software, or in any of Deep Sync's intellectual property or other proprietary rights. If Client is a Reseller pursuant to Section I.A.2. of the Offering Specific Terms for Deep Sync Dataset Licenses, as applicable, then Client will obligate its End Users to comply with and enforce as needed their compliance with this obligation.

2. **Client Data.** Client retains full ownership of its Client Data. Deep Sync agrees that it will use Client Data only for the purpose of providing the Deep Sync Offerings ordered by Client and will not disclose Client Data to any third party except as directed by Client or as necessary to provide the Deep Sync Offerings. Upon the termination of this Agreement, Deep Sync will delete all Client Data from its servers within thirty (30) days.

III. General Risk Allocation and Miscellaneous Terms.

A. Defense and Indemnification.

1. **Indemnification of Deep Sync.** Client agrees to indemnify and defend Deep Sync and its suppliers, and their officers, directors, shareholders, employees, agents, insurers, attorneys, successors, and assignees from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorney's fees) that result directly by claims by a third party unaffiliated with Deep Sync to the extent such claim results from (a) Client causing any data breach that includes alone or in any combination any Deep Sync Data, Deep Sync Confidential Information, or Client Data, (b) Deep Sync's use of the Client Data in compliance with Client's authorized use under the applicable Order that still results in violations the legal rights of another person or any Applicable Laws, including without limitation Client's failure to honor any Opt-out designations or that Client should reasonably have honored; (c) any breach of Client's obligations in Section II.E.1. of these General Offering Terms, or any misrepresentation or breach of any warranty made by Client herein; (d) any infringement of a copyright, trademark, trade secret or patent by any Client Data or other Client provided materials, created or used by Deep Sync under the Agreement; and (e) any and all negligent, grossly negligent or willful acts and omissions of Client committed in relation to the Agreement (excluding all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses which are caused in whole or in part by Deep Sync). For the avoidance of any doubt, Client is not responsible for any third party claim to the extent the claim is caused by Deep Sync's gross negligence or willful misconduct.

2. **Indemnification of Client.** Deep Sync agrees to indemnify and defend Client, its officers, directors, shareholders, employees, agents, insurers, attorneys, successors, and assigns harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorney's fees) arising out of or in connection with or resulting directly or indirectly from claims by a third party unaffiliated with Client to the extent resulting from (a) Deep Sync causing any data breach that includes any Client Data, (b) Client's use of the Deep Sync Offerings in compliance with the applicable Order including violations of the legal rights of another person or any Applicable Laws; (c) any misrepresentation or breach of any warranty made by Deep Sync herein; (d) any infringement of a copyright, trademark, trade secret or patent by any materials provided, created or used (other than materials provided specifically for such use by the other party) by Deep Sync as part of a Deep Sync Offering under the Agreement; and (e) any and all negligent, grossly negligent or willful acts and omissions of Deep Sync committed in relation to the Agreement (excluding all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses which are caused in whole or in part by Client).

3. **Indemnification requirements.** The indemnifying party will promptly notify in writing the indemnified party of when it becomes aware of any claim or actual or threatened claim or action. The indemnified party will reasonably cooperate with the indemnifying party in its defense of such claim or action at the indemnifying party's expense for reasonable out-of-pocket expenses. The indemnified party may participate in the defense at its option and expense. The indemnifying party will have the right to conduct the defense and/or settlement of any such claim or action; provided that in conducting such defense or settling such claim or action, the indemnifying party will not compromise, impair or use in an improper or manner not authorized under this Agreement the intellectual property rights or disclose or use in an improper or manner not authorized under this Agreement the Confidential Information of the indemnified party without the prior written consent of such party.

B. Exclusions of Certain Damages. CLIENT UNDERSTANDS THAT UNDER NO CIRCUMSTANCES WILL DEEP SYNC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH CLIENT, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, OR DAMAGE OR DESTRUCTION OF DATA, EVEN IF DEEP SYNC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM OR BASIS, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN EIGHTEEN (18) MONTHS AFTER CLIENT KNEW OR SHOULD HAVE KNOWN OF THE OCCURRENCE OF THE EVENT(S) WHICH GAVE RISE TO SUCH ACTION. CLIENT ACKNOWLEDGES

THAT THE ALLOCATION OF RISK IN THIS AGREEMENT IS CONSISTENT WITH THE INDUSTRY STANDARD AND CUSTOM AND IS AN INTEGRAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, WITHOUT WHICH DEEP SYNC WOULD BE UNABLE TO PROVIDE THE DEEP SYNC OFFERINGS FOR CLIENT FOR THE AMOUNTS SPECIFIED.

C. Limitation of Liability. SUBJECT TO APPLICABLE LAW, IT IS UNDERSTOOD AND AGREED THAT THE TOTAL LIABILITY OF EITHER PARTY (OR DEEP SYNC'S SUPPLIERS), IF ANY, UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED AND RECOVERABLE BY A PARTY OR THIRD PARTY CLAIMING THROUGH SUCH PARTY AGAINST THE OTHER PARTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY THEORY, IN NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO DIRECT MONEY DAMAGES ACTUALLY INCURRED AND WILL NOT EXCEED THE AMOUNT OF FEES PAID OR COMMITTED TO BE PAID TO DEEP SYNC BY CLIENT PURSUANT TO THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY SUCH DAMAGES OR LIABILITY. THE PARTIES EACH UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL DEEP SYNC BE LIABLE FOR ANY AMOUNTS OVER THIS LIMITATION AMOUNT.

D. WITH RESPECT TO SUBSECTIONS B. AND C. ABOVE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIABILITY; THEREFORE, SOME OF OUR DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO CLIENT. NOTHING IN THE AGREEMENT SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO CLIENT. SUBJECT TO THE SEVERABILITY PROVISION IN SECTION III.E.3. BELOW, THE FOREGOING LIMITATIONS OF LIABILITY DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

E. Miscellaneous Terms.

1. **Amendments.** This Agreement may be amended only by a writing duly executed by the authorized representatives of the parties hereto which makes specific reference to this Agreement.

2. **Waivers.** No party to this Agreement will be deemed to have waived any of its rights, powers, or remedies under this Agreement unless such waiver is expressly set forth in a writing signed by the waiving party.

3. **Severability.** The parties agree that the invalidity or unenforceability of any provision of this Agreement, or part thereof, as determined by a court of competent jurisdiction, will not affect the validity or enforceability of any other provision of this Agreement, or part thereof, which will remain in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, territory, activity or subject, such provisions will be construed by limiting and reducing them to be enforceable to the maximum extent allowed by Applicable law.

4. **Promotional Release.** Neither party will issue press releases without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the parties may reference each other's approved logo in marketing materials or on their respective websites. In addition, Deep Sync may refer to Client as a client in business presentations, subject to the confidentiality provisions in this Agreement.

5. **Relationship.** The parties will perform its obligations under the Agreement as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties. Neither this Agreement nor any provisions set forth herein is intended to, or will, create any rights in or confer any benefits upon any person other than the parties hereto. This Agreement is binding upon and will inure to the successors of each of the parties hereto.

6. **Assignment.** Neither party will cause or permit any voluntary or involuntary assignment, sublicense or transfer, by operation of law or otherwise, of this Agreement or its rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that either party may assign or transfer this Agreement without the other party's consent (a) to a parent, subsidiary, affiliate or similarly related entity, (b) in connection with a merger, acquisition, reorganization or consolidation, or (c) in connection with the sale of the transferring party's corporate stock or assets, provided that (i) the transferring party obtains a written agreement the acquiring third party (e.g., transferee, beneficial owner of the assignee, etc.) to comply with the transferring party's obligations under the Agreement and (ii) the non-transferring party is made an intended third party beneficiary to such written agreement. Any other assignment will require the non-transferring party's consent, which consent will not be unreasonably withheld, delayed, or conditioned. Regardless of the preceding, Client understands and acknowledges that Deep Sync may use a third-party agent to provide certain portions of the Deep Sync Offerings.

7. **Non-Solicitation.** Each party agrees that, without the prior written consent of the other party, it will not, during the term of this Agreement and for a period of one-year thereafter, solicit for employment, directly or indirectly, or otherwise attempt to employ or retain any person who is an employee of the other party. The restriction in the preceding sentence does not apply to a general posting for open positions to which an employee of the other party responds.

8. **Force Majeure.** Neither party will be liable for any delay or failure in its performance under this Agreement if and to the extent which such delay or failure is caused by events beyond the reasonable control of either party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, that party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete

delayed jobs whenever such causes are removed. This Section III.E.8., will not apply to any of the payment obligations of Client under this Agreement; provided, however, that in the event of a Force Majeure event, Client and Deep Sync will reasonably agree to an extended cure period for payment on a case-by-case basis.

9. Dispute Resolution: Binding Arbitration Agreement; CLASS ACTION WAIVER; Governing Law, Venue and Jurisdiction; and Equitable Remedies.

(a) **BINDING ARBITRATION AGREEMENT.** In the event of a dispute arising under or relating to this Agreement in which the aggregate of claims by any single Client do not exceed USD\$250,000 in value (an “**Arbitrable Dispute**”), and otherwise subject only to superseding Applicable Law, the Small Claims Exception below, or a subsequent written agreement by the parties, the parties each intend and hereby elect to finally and exclusively resolve the Arbitrable Dispute by binding arbitration pursuant to and governed by the Federal Arbitration Act (“**FAA**”). For the avoidance of any doubt, THE PARTIES IRREVOCABLY CHOOSE ARBITRATION TO RESOLVE ANY ARBITRABLE DISPUTES (as defined in the preceding sentence), AND NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE ITS CLAIMS IN AN ARBITRABLE DISPUTE IN COURT OR TO HAVE A JURY TRIAL, EXCEPT FOR SUPERSEDING APPLICABLE LAW, OR EITHER PARTY BRINGING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION (“**SMALL CLAIMS EXCEPTION**”), OR BY SUBSEQUENT WRITTEN AGREEMENT BY THE PARTIES TO FOREGO ARBITRATION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All Arbitrable Disputes will be resolved before a single neutral arbitrator who is a licensed attorney having at least ten (10) years’ experience primarily as a commercial and business litigation attorney either currently or prior to serving as a judge in a trial court of general jurisdiction (e.g., court adjudicating criminal felonies and civil matters having no maximum monetary claim value restriction) or any higher courts of appeal thereto. Subject to the preceding sentence, the arbitrator may be jointly agreed in writing by the parties or otherwise pursuant to the JAMS’ then current Comprehensive Arbitration Rules and Procedures and pursuant to JAMS’ Streamlined Arbitration Rules and Procedures (the “**Applicable JAMS Rules**”). The arbitrator’s decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to the Applicable JAMS Rules. The Applicable JAMS Rules are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction as set forth in subparagraph 9.(d) below. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where the party responding to the other party’s demand for arbitration resides. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Arbitrable Dispute immediately after commencement of the arbitration. As set forth in subparagraph 9.(d) below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests. Governing Law applied in the arbitration shall be as set forth in subparagraph 9.(c) below.

(b) **CLASS ACTION WAIVER.** *TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES THAT CLIENT MAY BRING CLAIMS AGAINST DEEP SYNC ONLY IN CLIENT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE CLASS ACTION WAIVER IN THE PRECEDING SENTENCE APPLIES BOTH TO ARBITRABLE DISPUTES AND ANY OTHER ADJUDICATED DISPUTES THAT ARE NOT ARBITRABLE DISPUTES.* Client agrees that any arbitration or other adjudicated proceeding shall be limited to Client individually and Deep Sync. To the full extent permitted by Applicable Law, Client waives, and there is no right or authority under this Agreement for (i) an Arbitrable Dispute or other adjudicated proceeding between Client and Deep Sync to be joined with any other; (ii) any Arbitrable Dispute or adjudicated proceeding to be resolved on a class action-basis or to utilize class action procedures; and (iii) any Arbitrable Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

(c) **GOVERNING LAW, VENUE AND JURISDICTION.** Whether in any arbitration described in subparagraph 9.(a) above or in the event of any other adjudicated proceeding that is not subject to such arbitration, including without limitation because of the claims amount, superseding Applicable Law, by the parties’ subsequent written agreement, or otherwise, this Agreement will be interpreted and construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of Washington, excluding its conflict of law rules. In the event of a dispute related to this Agreement resulting litigation in another adjudicated proceeding not subject to arbitration pursuant to subparagraph 9.(a), whether in contract, tort or otherwise, the parties agree to submit to the jurisdiction of the courts of the State of Washington, and venue will be in the state and/or Federal courts located in the State of Washington; furthermore, each party hereby expressly submits and consents in advance to such jurisdiction and venue in any such action.

(d) **EQUITABLE REMEDIES.** Client acknowledges and agrees that in the event of a breach or threatened violation by a party of the other party’s intellectual property rights or other proprietary rights, including without limitation rights

in Confidential Information, the non-breaching/infringing party will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The non-breaching/infringing party may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the arbitration referenced above.

10. Notices. All notices and other communications hereunder will be given in writing to the parties at their respective addresses set forth in the Agreement, or at such other address as a party will designate for itself in writing with copies to their respective attorneys. If a time period is specified for any action or result from any Notice, such time will be based on calendar days unless otherwise indicated in writing. Notices are effective at the time of receipt if delivered by hand or communicated by electronic transmission to a recipient the sender has reason to know is authorized to receive contract or legal Notices (e.g., “legal@[Client].com”), or, if mailed, three (3) days after mailing registered or certified mail, return receipt requested, with postage prepaid. Deep Sync’s email address for any Notices transmitted by email is legal@deepsync.com.

11. Non-Exclusive Nature. Client acknowledges and agrees that Deep Sync retains the right to provide similar varieties of Deep Sync Offerings to, and consult for, other persons or entities. In performing this Agreement, Deep Sync may learn general business principles pertinent to a specific industry. Deep Sync retains the right to use this general business knowledge without limitation other than Deep Sync’s obligations hereunder with respect to Confidential Information. Deep Sync further retains the right to provide best of industry solutions to all Clients.

12. Rate Revisions. Deep Sync data is procured by third party suppliers who can raise their prices without restriction. Deep Sync will only pass through price increases from third party suppliers during the Initial Term, and Deep Sync will provide reasonable prior notice to Client of any such price increases. After the Initial Term, all Fee pricing/rates are subject to change in the sole business discretion of Deep Sync, and Deep Sync will provide Client reasonable prior written notice (email or other electronic communication is sufficient) of any such increase.

13. Client Purchase Orders. Any Client purchase orders or other Client provided documents having terms that are in addition to or conflict with this Agreement will have no effect unless agreed in writing and executed by signature (including with a recognized e-signature service, e.g., DocuSign) by an authorized representative of Deep Sync, any such conflicting or inconsistent terms contained in any such Client purchase orders or other Client provided documents not so executed will have no legal effect whatsoever.

14. Complete Agreement; No Oral Modifications. This Agreement, including all of the Order, schedules, and attachments, referenced herein and attached hereto, constitutes the entire agreement between the parties hereto pertaining to the Deep Sync Offerings that are the subject matter hereof, and supersede, supplant, and render null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the parties hereto with respect to the subject matter hereof. The parties intend to be bound only upon execution of a written Order or valid online acceptance, and no negotiation, exchange of draft or partial performance will be deemed to imply an agreement or other understanding between the parties. No preprinted terms of a purchase order or similar document originating from a Client purporting to add or change any terms of an Order or the Agreement will be effective or valid unless in a writing signed by an authorized representative of Deep Sync.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by their authorized representatives. These General Offering Terms are agreed and effective on the date that the last Party executes below.

Compact Information Systems, LLC

Company

| | |
|---------------------------|---------------|
| By: | By: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Email: legal@deepsync.com | Email: |
| Date: | Date: |