

TRUE INFLUENCE GENERAL TERMS OF USE

This Master Services Agreement (the "Agreement") is entered into as of the date of the last signature on the related Order Form, which incorporates this Agreement (The "Effective Date"). The parties to this Agreement and related Order Form are True Influence LLC, a Delaware Company having its registered office at 8000 Towers Crescent Dr., 13th Floor, Vienna, VA 22182 ("True Influence, LLC") and the Customer, whose name and address are identified in the related Order Form. Each Order Form, upon its execution adopts this Agreement in the edition then published on the website of True Influence LLC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

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

"**Activation Date**" means the day following the issuance of User login names and a password to the Customer to access the Platform Application.

"**Affiliates**" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity.

"**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Order Forms**" means the ordering documents for Customer selections of Services and Platform Application provided by Influence, LLC that are executed hereunder by the parties from time to time. Order Forms shall be deemed to have incorporated this Agreement therein.

"**Platform Application**" means the online, website application provided by True Influence, LLC, via <https://www.trueinfluence.com> (<https://trueinfluence.com/>) or at such other designated URL as True Influence LLC may assign from time to time (collectively the "Systems").

"**Services**" means the right to access one database instance within the Platform Application during the Services Term.

"**Support**" means the general maintenance services and technical support provided in respect of the Platform Application.

"**Users**" means individuals who are authorized by Customer to use the Platform Application and who have been supplied user identification and passwords by Customer (or by True Influence, LLC, at Customer's request). Users may include but are not limited to employees, consultants, contractors, and agents of Customer or its Affiliates.

"**Zone**" means each of the following four geographical areas: (i) North America, (ii) South & Central America (including the Caribbean); (iii) EMEA; and (iv) APAC, each to be considered a separate Zone for the purpose of every Services purchased hereunder.

2. Provision of the Application

True Influence, LLC shall make the Platform Application available to Customer and its Users pursuant to this Agreement and all Order Forms during the Services Term. Customer agrees that its Order Form for the Services and Application Platform is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by True Influence, LLC with respect to future

functionality or features. True Influence LLC owns all the rights needed for the data inputs to the Platform Application and its outputs and will continue to own such data inputs and outputs. For the duration of the license from True Influence LLC, Customer will have full right to use its designated Platform Application outputs according to the Order Form.

- 2.1. **Customer Affiliates.** The Services to the Platform Application is granted solely to the party stated in the Order Form and its Users to be used in one Zone and shall not be shared with Customer's Affiliates or third parties outside of the Zone. Customer Affiliates and or divisions may access additional Services to the Platform Application subject to the terms and conditions of this Agreement by executing separate Order Forms hereunder.
- 2.2. **Customer Number of Accounts.** Customer recognizes that the price, if any, of the Services selected hereunder is based on number of accounts. Customer agrees to use its best efforts to accurately calculate the number of accounts in its Customer account list in order to select the Services that best fits its current situation.

3. Customer's Conduct and Use Guidelines

- 3.1. **Collection of Customer Data.** Customer is responsible for all activities that occur in the Customer account and for User's compliance with this Agreement. Customer shall: (i) comply with all local, state, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with the use of the Platform Application, including without restriction, the CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), the EU Data Protection Directive and other laws applicable to the Customer related to privacy, publicity, data protection, electronic communications and anti-spamming laws. Customer is responsible for the collection, legality protection and use of Customer Data that is stored on the System or used in connection with the Platform Application.
- 3.2. **Use Guidelines.** The Customer shall use the Platform Application for its internal business purposes as contemplated by the Agreement and shall not: (i) willfully tamper with the security of the Systems or tamper with other customer accounts of True Influence, LLC, (ii) access data on the Systems not intended for the Customer, (iii) log into a server or account on the Systems that the Customer is not authorized to access, (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Systems unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Platform Application or make the Platform Application available to a third party other than as contemplated in this Agreement; (vii) use the Platform Application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Platform Application without True Influence, LLC's prior written consent.
- 3.3. **Tagging and Audit.** True Influence LLC will monitor Customer usage including by tagging the contact records with a unique identifier and "seeding" the records. During the term of this Agreement and for a period of two (2) years thereafter, Customer will maintain and True Influence LLC shall have the right, at its own expense, to audit the books and records of Customer that relate to transactions and use of the Platform Application and its outputs for the purpose of verifying the amount paid to True Influence, LLC hereunder and compliance with the terms and conditions of this Agreement. True Influence LLC shall have the right, upon 60 days prior notice, to examine such records during regular business hours. True Influence LLC will bear the cost of the audit, unless a deficiency is found that exceeds the cost of the audit, in which case, Customer will pay the audit cost. In any event, Customer must pay for the deficiency.
- 3.4. **Communications Responsibilities.** The Customer shall be responsible for the content of all communications sent by the Platform Application. The Customer agrees that it will not use the Platform Application to communicate any message or material that (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the intellectual property rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- 3.5. **Breaches to Section 3.** In the event of a material breach under this Section 3, and in addition to any other rights and remedies under the Agreement and in law, True Influence, LLC reserves the right to immediately suspend access to the Platform Application until such breach, in True Influence, LLC's opinion, is no longer a threat to the Systems or other customer accounts.

4. Confidentiality

- 4.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing as confidential as well as Customer Data and the terms and conditions of this Agreement. Customer Data means data submitted by Customer for processing per the subject subscription services hereunder. Accordingly, Customer Data includes Customer submission of domain data such as, but not limited to, domain names. For avoidance of doubt, Confidential Information shall include any data or information obtained by True Influence, LLC during the performance of this Agreement related to Customer facilities and computer resources, research, process, products and product development, customers, purchasing, accounting, personnel or other internal matters, which is not available to the public or which is not otherwise a matter of public record. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party.
- 4.2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
- 4.3. **Protection.** The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information).
- 4.4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5. Fees and Taxes

- 5.1. **Fees.** The Customer shall pay to True Influence, LLC all of the fees, if any, specified in the Order Forms. Except as otherwise provided in the Order Forms, all fees are quoted in United States currency; fees are based on Services access and not on actual usage; payment obligations are non- cancellable; and fees are non-refundable.
- 5.2. **Invoicing and Payment.** Fees for the Platform Application and Support will be invoiced in advance in accordance with the terms of the Order Form. Unless otherwise stated in the Order Form, fees are due within 30 days from the invoice date.
- 5.3. **Overdue Payments.** Any payment not received from the Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid.
- 5.4. **Suspension of Service.** If any Customer account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), True Influence, LLC reserves the right to suspend the Platform Application without liability to True Influence, LLC, until such account is paid in full.
- 5.5. **Taxes.** The Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, payable with respect to its selections hereunder, other than True Influence, LLC's income taxes. If True Influence, LLC pays any such taxes on the Customer's behalf, the Customer agrees to reimburse True Influence, LLC for such payment unless the Customer provides True Influence, LLC with a valid exemption certificate authorized by the appropriate taxing authority.
- 5.6. **Expenses.** If True Influence, LLC is required to incur any additional costs or expenses in providing Support to the Customer, True Influence, LLC shall first obtain written approval from Customer.

6. Proprietary Rights

- 6.1. The Platform Application and all intellectual property rights therein and all intellectual property rights relating to the provision of the Support are owned or licensed by True Influence, LLC. Except for the Services granted hereunder, nothing in this Agreement gives the Customer any right, title or interest to

the Platform Application or the Support.

- 6.2. **Restrictions.** Customer shall not: (i) modify, translate, or create derivative works based on the Platform Application; (ii) create any link to the Platform Application or frame or mirror any content contained or accessible from the Platform Application, (iii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Application; (iv) or access the Platform Application in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform Application.

7. Term and Termination

- 7.1. **Term of the Agreement.** This Agreement commences on the Effective Date and continues until the Services to the Platform Application granted in accordance with this Agreement has expired or been terminated.
- 7.2. **Term of Platform Application Services.** Services to the Platform Application commences on the Activation Date and continues for the term specified in the Order Form (the "Services Term"). If the Order Form provides for automatic renewal, the Services to the Platform Application shall automatically renew for periods of 24 months at the Services price in effect at the time of the renewal unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant Services Term.
- 7.3. **Termination.** This Agreement may be terminated by either party for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; (ii) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) immediately in the event of a material breach of Section 3 hereof. Upon termination, Customer agrees to discontinue use and to return all data obtained from True Influence LLC. Or if it so requests, Customer will destroy such data, and provide written certification of such destruction to the satisfaction of True Influence LLC.
- 7.4. **Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay True Influence, LLC the fees agreed in the Order Form unless Customer terminates the Agreement for cause.
- 7.5. **Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4 to 11.

8. Warranties and Disclaimers

- 8.1. Each party represents and warrants that it has the legal power to enter into this Agreement.
- 8.2. **Functionality Warranty.** True Influence, LLC warrants that the Platform Application will operate in a manner consistent with general industry standards reasonably applicable to the provision hereof and in substantial conformity with the then current version of the applicable documentation provided by True Influence, LLC.
- 8.3. **Security Warranty.** True Influence, LLC has implemented Appropriate Security Measures (as hereinafter defined) and maintains the Platform Application at reputable third-party Internet service providers and co- location facilities. "Appropriate Security Measures" means commercially reasonable efforts to ensure that Customer Data will be maintained accurately and safeguarded as well as technical and physical controls to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by True Influence, LLC, whether by accident or otherwise.
- 8.4. **Disclaimer.** Except as expressly provided herein, True Influence, LLC disclaims warranties, whether express, implied, statutory or otherwise and specifically disclaims all implied warranties including without limitation the conditions and/ or warranties of merchantability or fitness for any purpose to the maximum extent permitted by law. True Influence, LLC does not warrant that the functions contained in the Platform Application will meet the Customer's requirements or that the operation of the Platform Application will be uninterrupted or error-free. Further, True Influence, LLC does not warrant that all errors in the Platform Application can or will be corrected.

9. Limitation of Liability

- 9.1. Neither party, its suppliers, affiliates, directors, officers, employees, or agents shall be liable for any cause related to or arising out of this agreement, whether in contract, negligent or tort, in excess of the

total fees and charges paid by the customer for the platform application during the twelve (12) month period immediately prior to the date the cause of action arose.

- 9.2. **Exclusion of Consequential and Related Damages.** The Parties agree that the consideration paid under this agreement does not include consideration for the assumption of the risk of incidental or consequential damages, therefore, in no event shall either party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages however caused and whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damages including, without limitation, loss of business, lost profits or lost revenue.
- 9.3. **The limitations of liability** under Sections 9.1 and 9.2 shall not apply to any indemnification provided by either party hereunder.
- 9.4. Because some states and jurisdictions do not allow **limitation of liability** in certain instances, portions of the above limitation set forth in this section may not apply to Customer.
- 9.5. No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action has arisen.

10. Mutual indemnification

- 10.1. **True Influence, LLC indemnification.** True Influence, LLC shall indemnify and hold harmless the Customer against any loss, damage or cost (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Platform Application, as contemplated hereunder, infringes the intellectual property rights of a third party. Notwithstanding the foregoing if True Influence, LLC reasonably believes that the Customer's use of any portion of the Platform Application and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's intellectual property rights then True Influence, LLC may, at its expense: (i) procure for the Customer the right to continue using the Platform Application or Support; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Platform Application and/or Support as set out herein. True Influence, LLC shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Platform Application or Support with other equipment or software not supplied by True Influence, LLC or in a manner not consistent with True Influence, LLC's instructions.
- 10.2. **Customer indemnification.** The Customer agrees to indemnify and hold True Influence, LLC harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against True Influence, LLC by a third party arising from or relating to Customer's use of the Customer Data or the Platform Application in violation of this Agreement.
- 10.3. **Mutual Provisions.** Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

11. General Provisions

- 11.1. **Entire Agreement.** This Agreement, inclusive of the related Order Form and any amendments or additions thereto, and trial offer terms attached, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of this Agreement and the Order Forms including those now or hereafter appended hereto, the terms of the Order Form shall govern.
- 11.2. **Marketing.** Either party may issue press releases to this Agreement without the other party's prior written consent and either party may include the name and logo of the other party in lists of customers or vendor in accordance with the other party's standard guidelines.
- 11.3. **Relationship of Customer and True Influence, LLC.** The parties are independent contractors. This Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party.
- 11.4. **Modifications and Waiver.** No modification of, amendment or addition to this Agreement is valid or

binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

- 11.5. **Assignment.** This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer without the prior written consent of True Influence, LLC.
- 11.6. **Solicitation.** During the Services Term and for a period of one (1) year following the termination or expiration of this Agreement (the "Restricted Period"), neither party shall employ, offer employment to or solicit the employment of or otherwise entice away from the employment of the other party any individual employee or independent contractor employed or engaged by such other party during the Restricted Period without the prior written consent of such other party.
- 11.7. **Governing Law.** The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. This must be construed as if both parties jointly wrote it. If True Influence LLC determines it must initiate enforcement of this agreement by mediation, arbitration or litigation, it shall receive all related reasonable attorney fees and costs, including personnel costs. The non-termination rights and obligations of the parties hereunder shall survive termination of this Agreement or related Order Forms.
- 11.8. **Notices.** Any notices under this Agreement shall be in writing and shall be deemed to have been delivered: (i) upon personal delivery; (ii) the fifth business day after mailing; (iii) the third business day after sending by confirmed facsimile; or (iv) the third business day after sending by email. Notices to True Influence, LLC shall be addressed to the CEO. Notices to the Customer shall be addressed to Customer's signatory unless otherwise designated below.
- 11.9. **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
- 11.10. **Facsimile Transmission/Counterparts.** This Agreement (including any Order Form) may be executed and delivered by facsimile or email, and upon receipt such transmission shall be deemed delivery of an original. This Agreement (including any Order Form) may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.
- 11.11. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, re, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.
- 11.12. **Construction.** This Agreement, along with the related Order Form and its Services rights, contain the entire agreement and supervene all other communications. This Agreement must be construed as if both parties jointly wrote it. This Agreement is governed by Virginia law except for its conflicts of laws principles. If any Agreement provision violates legal limitations, then it shall be deemed reformed in the minimum amount necessary to comply with those limitations, and the remainder of this Agreement shall survive. Customer invoices and Order Forms may be submitted for administrative purposes only, but the terms and conditions contained therein may not modify these Terms and Conditions. Amendments must be in writing, declared as modifications, and signed by both Parties.
- 11.13. **Dispute Resolution.** As to all claims including contract and statutory claims, and whether or not hereunder, the Parties waive jury trial and agree that a Party may elect arbitration. A Party may initiate dispute resolution by friendly consultation for thirty days. If not so resolved, a Party may submit some or all outstanding disputes including the record of the friendly consultations, if any, to arbitration before the American Arbitration Association. The arbitrator's award may be entered as a judgment in any court having jurisdiction. Prevailing Party receives reasonable attorney fees and costs, including professional and personnel costs.
- 11.14. **Jurisdiction and venue.** The Parties consent to personal jurisdiction in mandatory mediation, arbitration or litigation in in Fairfax, Virginia. If a Party sues or petitions for mediation or arbitration outside of Alexandria, Virginia, then the mediator, arbitrator or judge shall dismiss the suit or petition.

- 11.15. **Service.** The parties agree such Virginia business activity, authorizes service through the Secretary of the Commonwealth of Virginia. Also, each party agrees that if its principal place of business is outside of Virginia, then service of process may be made upon the party within the time required by law, by sending a copy of the pleadings to its email address. Service of process and pleadings may also be made by delivery via nationally recognized overnight courier service to its address herein. Service shall be deemed made and complete at the time of actual delivery of such email, or by such courier service, or at the time of such attempted delivery if delivery is refused or the party has moved.
- 11.16. **Remedies.** Without waiving other remedies, either party may seek from a Virginia court, interim or provisional relief to protect its Confidential Information, business, or employee and consultant relationships, pending establishment of a mediation or arbitration tribunal or pending an arbitration tribunal's determination on the merits. The parties agree the Disclosing Party will suffer irreparable injury if Recipient breaches this Agreement. The Disclosing Party is entitled to injunctive relief without bond, against a threatened or continued breach, and to actual and exemplary damages.