

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (these “Terms”) are between **Taylor Marketing, Data & Analytics, Inc.**, a Minnesota corporation, located at 1725 Roe Crest Drive, North Mankato, MN 56003 (“Supplier”) and the client or customer that has either signed a Sales Agreement incorporating these Terms by reference or requested Work from Supplier (“Client”). Accordingly, Supplier and Client (each, a “Party” and collectively, “Parties”), by signing the Sales Agreement or commencing Work and intending to be legally bound, hereby agree to these Terms that are expressly incorporated into the Sales Agreement.

1. Scope of Agreement:

The Parties hereby acknowledge and agree that these Terms, the attached Exhibits and the Sales Agreement(s) (collectively, “Agreement”) shall govern any and all of Client’s purchase or license of any products or services from Supplier, as may be more described in the Sales Agreement (collectively, “Work”).

2. Termination:

- (a) **Term.** The term shall commence and continue in accordance with and as set forth in the applicable Sales Agreement (“Term”). If a Term extends beyond the expiration or termination of this Agreement, each such unexpired Sales Agreement shall continue in effect for the duration of the Term and the provisions of this Agreement shall survive and only apply to such unexpired Sales Agreement, until the expiration or earlier termination of the same, as permitted hereunder.
- (b) **Termination for Convenience.** Either Party may terminate this Agreement at any time, without cause or reason and without fine or penalty, by providing written notice to the other Party at least ninety (90) days in advance of such termination. For clarity, the Parties acknowledge and agree that Sales Agreements and similar documents for specific Work that have been accepted by both Parties or are otherwise in process cannot be terminated by either Party for convenience.
- (c) **Termination for Cause.** Either Party may terminate this Agreement at any time, if (i) the other Party materially breaches or defaults in the performance of its obligations under the document to be terminated; and (ii) such breach or default is not cured within thirty (30) days after written notice thereof was provided by the non-breaching Party to the other Party. Notwithstanding the foregoing, if the breach is a failure to pay any amounts due in a timely manner, the period for cure shall be ten (10) days after written notice thereof.
- (d) **Effect of Expiration and Termination.** All rights and obligations arising prior to the date of this Agreement shall not be affected by any such expiration or termination, including without limitation, the obligations of Client to pay for all Work, work in progress, raw materials, data and other expenses, materials, inventory and actual costs and expenses incurred by Client through the end of the Term (collectively, “Termination Costs”). Subject to the foregoing, upon the expiration or termination of this Agreement or Sales Agreement, (i) neither Party (or any of its affiliates) shall have any liability or obligation to the other Party (or any of its affiliates) under the terminated document, except for payment of all applicable Termination Costs; and (ii) such terminated document shall become void and have no further force or effect, the transactions contemplated in such document being thereby abandoned without further action by the Parties.

4. Authorizations and Acceptance:

- (a) **Client Authorizations.** By signing the Sales Agreement, Client hereby authorizes all Work to be performed.
- (b) **Acceptance.** Within ten (10) business days after receipt of any Work, Client will provide Supplier with documentation (i) confirming the delivery of the same and (ii) either accepting the Work or

identifying any defects in the Work or material inconsistencies with or failure to conform to the specifications set forth in the Sales Agreement (“Specifications”), if any. If Supplier does not receive such documentation within the 10-day period, all Work shall be deemed accepted by Client. Title to printed products shall transfer to Client effective as of the date the products are received by Client.

5. Pricing and Payment:

- (a) **Pricing and Payment.** Client agrees to pay Supplier for the Work in accordance with the prices and rates specified in the applicable Sales Agreement. If such pricing is not specified in the applicable Sales Agreement, Client shall pay for all Work according to Supplier’s then-current standard prices.
- (b) **Invoicing; Payment.** Supplier shall issue one or more invoices to Client for the Work as Supplier determines reasonably appropriate. Subject to applicable credit terms and limits, unless otherwise set forth in the Sales Agreement, payment terms are net thirty (30) calendar days from the date of the invoice or as otherwise specified in the applicable Sales Agreement. All payments shall be made by Client in U.S. dollars via check or automated clearing house transaction.
- (c) **Late Payments.** Any undisputed payment not made in a timely manner under this Agreement shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date to the payment date. No interest charges will apply to invoiced amounts due if, prior to the due date for such payment, Client provides (i) written notice to Supplier identifying the disputed amount due, with a detailed calculation of the alleged error; and (ii) payment in full of the undisputed portion of the amount due. Supplier reserves the right to revoke any credit extended to Client at any time and the right to withhold delivery of the Work until payment of all undisputed amounts is received. In the event that Client’s account is more than ninety (90) days in arrears, Client shall reimburse Supplier for the reasonable costs, including attorney’s fees, of collecting amounts due from Client.
- (d) **Payment of Taxes.** The pricing provided by Supplier does not include any sales, excise, use, or other similar taxes imposed by federal, state, and local governments for the Work, any taxes based on income, gross receipts, or value of property payable to the related taxing authorities, and any non-U.S. taxes (including without limitation, VAT, GST, HST, PST, and QST). Client shall be responsible for payment of all such taxes, unless Client is tax exempt and has furnished Supplier with a current tax exemption certificate evidencing the same.
- (e) **Pricing Adjustments.** The Parties acknowledge and agree that the pricing set forth in the Sales Agreement represents mutually agreeable pricing as of the date such document was executed and that changes in market conditions, industry requirements, and governmental laws and regulations may affect Supplier’s costs related to the Work provided under this Agreement. In the event that the Work involves mailing, any postage, freight or delivery costs and those costs increase, those increases will be implemented immediately on a pass-through basis. Supplier reserves the right to modify, the pricing terms set forth in this Agreement or any Sales Agreement by providing thirty (30) days prior written notice to Client. Under no circumstances shall Supplier be obligated to sell or license any product, service, or software for a price that is commercially unreasonable or otherwise below its costs and expenses for the same.

6. Confidentiality:

- (a) **Confidentiality.** Each Party, including such Party’s Affiliates (“Receiving Party”), shall maintain the Confidential Information of the other Party, including such Party’s Affiliates (“Disclosing Party”), in confidence using such measures as it uses to protect its own information of a similar nature and, in any event, shall exercise such care in protecting the Confidential Information of the other Party as a reasonably prudent person would exercise. The Receiving Party agrees that the Confidential Information shall be used solely for the purposes of performing the Receiving Party’s obligations under this Agreement and, except for such limited purposes, the Confidential Information shall not be used for the Receiving Party’s benefit or be disclosed to any third party. The Receiving

Party may disclose the Confidential Information of the Disclosing Party only to its employees and its principals, partners, shareholders, directors, officers, employees, representatives, professional advisors and/or agents (collectively, “Representatives”) as necessary to perform its obligations under this Agreement; provided that the Receiving Party shall be liable for the acts of its Representatives and any and all other persons to whom it discloses the Confidential Information. Each Party agrees that its obligations contained herein apply also to, and shall be binding upon, every entity, whether now or hereafter existing, that directly or indirectly controls, is controlled by, or is under common control with the applicable Party (collectively, “Affiliates”).

- (b) **Confidential Information.** Confidential Information shall include: (i) this Agreement and any applicable SOWs; (ii) customer lists and information; (iii) business and marketing plans; (iv) financial statements, projections, analyses and information related to costs and revenues; (v) Intellectual Property (defined below); (vi) all Third Party Data and Client Data provided herein; and (vii) all other information provided by a Disclosing Party of a proprietary and confidential nature (whether communicated by means of oral or written disclosures) that is marked “confidential” or is identified in writing by the Disclosing Party as confidential within thirty (30) days after disclosure; and (viii) all other information which by its nature would be considered Confidential Information.
- (c) **Exclusions.** Confidential Information shall not include information which the Receiving Party can show: (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of and unrelated to the Receiving Party and through no breach of this provision by the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party, not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party independently of any use or reference to the Confidential Information of the Disclosing Party.
- (d) **Compelled Disclosure Notice.** In the event that the Receiving Party, or its Affiliate or Representative, is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall promptly give notice to the Disclosing Party so that the Disclosing Party may seek to quash such compulsion or to obtain an appropriate protective order. In the event the Disclosing Party does not quash such compulsion, and whether or not a protective order is obtained, the Receiving Party under compulsion shall disclose only such limited portion of the Confidential Information of the Disclosing Party as, in the written opinion of counsel for the Receiving Party, is required to avoid sanction by the court having jurisdiction of such matter.
- (e) **Disposition.** The Receiving Party shall, upon request by the other, promptly return or destroy all documentation and other materials containing any Confidential Information of the Disclosing Party without retaining any copies thereof (except a single copy retained by counsel solely for documentary purposes). Each Receiving Party shall thereafter, upon request by the Disclosing Party, provide a written statement of the Receiving Party that all such materials have been returned to the Disclosing Party or have been destroyed. Notwithstanding the foregoing, Client will cease using and destroy any Third Party Data upon termination or expiration of this Agreement.

7. Data Management and Security:

- (a) **Client Warranties.** Client represents and warrants that it does and will comply with all applicable laws, rules and regulations (collectively, “Laws”) relating to (1) performance of its duties and obligations under this Agreement, and (2) the operation of its business. Client warrants that it has the right to disclose, use and to have Supplier use on behalf of Client any data provided to Supplier or its Affiliates by Client including specifically customer names, identifying information, addresses and other contact information and related personally identifiable information (collectively, “Client

Data”). Client further represents, warrants and covenants that: (i) in the event that Supplier is providing email related services as part of the Work, Client will provide an accurate and up to date opt-out suppression file (“Suppression File”) at the beginning of the email services. Client will provide an updated and accurate Suppression Files to Supplier as frequently as necessary to comply with CAN-SPAM and/or any other applicable Laws; (ii) Client will not use, and will ensure that its agents, customers, clients and Affiliates do not use any data provided by Supplier for the purposes of making decisions about an individual’s eligibility for credit or insurance. Client further warrants that it will designate on the applicable Sales Agreement if Client Data provided pursuant to Sales Agreement is subject to HIPAA, Gramm-Leach-Bliley, or payment card information covered by the Payment Card Industry Data Security Standards (“PCI DSS”) or other statutes requiring enhanced data protection or enhanced data security procedures.

- (b) **Client Privacy Policy; Opt-In and Opt-Outs.** Client is solely responsible for maintaining its own privacy policies on all website(s) owned or operated by Client while any Work is being performed or any Sales Agreement is in effect. Client represents, warrants and covenants that all Client’s website privacy policies comply with applicable Laws, including without limitation, the California Consumer Privacy Act of 2018 (“CCPA”) and the EU General Data Privacy Regulation (“GDPR”), as amended. Client is independently responsible for acquiring and/or maintaining all necessary and/or required Opt-Ins and Opt-Outs related to any and all marketing/advertising activities engaged in by the Client. Client agrees to acquire and/or maintain such opt-ins and opt-outs in compliance with any and all Laws. The terms “Opt-Ins” and “Opt-Outs” as used in this Agreement refer to the requirements which mandate that businesses get users to opt in or opt out of certain data collection and processing activities as defined by applicable privacy laws, such as, but not limited to, the CCPA and GDPR.
- (b) **Supplier Handling of Client Data.** Supplier warrants that it will handle, process, and utilize all Client Data in accordance with any Laws applicable to Supplier. Supplier shall not be responsible for the loss or destruction of any Client Data. Supplier’s liability is limited to restoring lost or destroyed Client Data, provided such restoration can reasonably be performed by Supplier and Client provides Supplier with all source Client Data in readable form for such restoration. Client expressly acknowledges that Supplier is not providing Client with consumer reports (“Consumer Reports”), as that term is defined under the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) and related regulations.
- (c) **Third Party Data Sources.** Client understands and acknowledges that Supplier may use third party sources to provide the Services described in the Sales Agreement (“Third Party Source(s)”). Client acknowledges and agrees that some third parties may provide data to Supplier and to Client as part of the Services (“Third Party Data”). EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIRD PARTY DATA IS USED BY SUPPLIER AND PROVIDED TO CLIENT ON AN “AS IS” AND “WHERE IS” BASIS WITH NO WARRANTIES WHATSOEVER.
- (i) **Purchase Intent Data.** If the Work involve Supplier’s provision of Third Party Data that include purchase intent data (“Purchase Intent Data”) as set forth in the Sales Agreement or otherwise, Supplier has obtained the following warranties from the applicable third party, provided that the Purchase Intent Data are used by Client in accordance with this Agreement: (i) the Purchase Intent Data complies with all applicable Law, (ii) the Purchase Intent Data provider has obtained all licenses, permissions and consents necessary provide the Purchase Intent Data; (iv) the Purchase Intent Data does not violate the intellectual property rights of any third party; (v) if required by applicable Law, individual consents have been obtained by the Purchase Intent Data provider or its licensor(s) from all data subjects included with the Purchase Intent Data; (vi) the Purchase Intent Data was not compiled or collected using web crawling software or web-scraping methods or software; and (vii) that the Purchase Intent Data provider has either removed, from the Purchase Intent Data provided, or flagged the Purchase Intent Data provided

any information related to data subjects who have objected to the collection, use or transmission of information relative to the data subject.

- (ii) **Web Intercept / Pixel Tag End User License Agreement.** If the Work includes the license of Pixel Tag software ("Software") as set forth in the Sales Agreement or otherwise, Client agrees to the terms set forth in the End User License Agreement set forth in Exhibit B ("EULA"), hereby incorporated by reference. "Pixel Tag" means an HTML code snippet placed on Client's website which is loaded when a user visits a website or opens an email, and is included in the Software. Client understands and acknowledges that Client will be placing Pixel Tags on the Client's website(s) to create the web intercepts described in the Sales Agreement or otherwise used by Client.
- (d) **No Data Storage.** Supplier is not obligated to store, maintain, or otherwise keep any Client Data, information, data files, and other documents after the Work has been completed. Supplier is not a data storage company and will return or destroy all such Client Data within a commercially reasonable time, in accordance with applicable Law, after completion of the applicable Work for which it was provided, unless specifically agreed upon in writing by the Parties. Client represents and warrants that it has retained and will retain backup copies of all data, information, and/or items stored by Supplier or Client as part of Client's use of the services and the software and that Client has implemented and regularly maintains its own disaster recovery plan
- (e) **Restrictions on Use of Work.** Client will comply with the Supplier's Acceptable Use Policy attached as Exhibit A ("AUP") in effect on the Effective Date of this Agreement with regard to use of any Services, and is expressly incorporated herein. Supplier may update the AUP at any time in its sole discretion. Supplier may update the AUP upon written notice to Client. Client shall not (and shall not authorize any other person to): (i) copy or otherwise reproduce any Work (or any Software licensed under the EULA), except as authorized by an applicable Sales Agreement or as necessary for backup and/or disaster recovery; (iii) disclose, de-compile, disassemble or otherwise reverse engineer any Work for any purpose; (iv) install and/or license any Work, in whole or in part, for use by a third party; or (v) use Work to develop, publish or maintain any directory or similar product.
- (f) **Security Breach.** In the event of a known or suspected unauthorized access, destruction, use, modification, or disclosure of Client Data or Confidential Information or other compromise of Supplier's information technology systems or networks (collectively, "Security Breach"), Supplier will: (i) notify Client as soon as reasonably possible in the event of a confirmed Security Breach; (ii) mitigate, to the extent practicable and reasonable, any harmful effects of such Security Breach; (iii) provide commercially reasonable cooperation to identify any third parties that received or obtained any Client Data; (iv) take all commercially reasonable efforts to recover Confidential Information on Client's behalf; (v) take commercially reasonable steps to prevent a recurrence of a Security Breach in future. In the event of a Security Breach, Client may also at its option terminate this Agreement and obtain a prorated refund of any pre-paid fees for the Term if the Security Breach is not remediated within sixty (60) days.

8. **Intellectual Property:**

- (a) **No Transfer of Intellectual Property.** This Agreement will not transfer, modify, or change any Party's rights to Intellectual Property. Accordingly, Client hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Client. Supplier hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Supplier.
- (e) **Authorization to Use Client IP.** Client hereby authorizes Supplier to use the Intellectual Property of Client provided or specified for use or reproduction by Supplier in this Agreement ("Client IP") as necessary or appropriate for the performance of the Work and Client represents and warrants that Client has the right to authorize Supplier to incorporate such Client IP into the Work. Client

authorizes Supplier to place any necessary or appropriate markings on the Work related to Intellectual Property owned by or licensed to Supplier.

9. General Representations and Warranties:

- (a) **Supplier.** Supplier represents and warrants that (i) Supplier has all right and authority required to enter into this Agreement; (ii) Supplier will comply with its obligations under this Agreement such that the Work shall materially conform to the Specifications for a period of ninety (90) days from the date the services are provided or products are delivered; and (iii) Supplier will convey good title to tangible deliverables included as part of the Work.
- (b) **Client.** Client represents and warrants that (i) Client has all right and authority required to enter into this Agreement; (ii) Client will comply with its obligations under this Agreement; (iii) Client IP will not infringe the Intellectual Property of any third party; and (iv) Client will comply with all applicable Laws.
- (c) **Disclaimer.** The representations and warranties set forth in this Agreement are in lieu of all other warranties, express or implied, including the warranties of merchantability, fitness for intended purpose, use, and non-infringement (to the extent not specifically provided), all of which are expressly disclaimed.

10. Limitations on Liability and Remedies:

- (a) **Consequential Damages.** Notwithstanding anything to the contrary herein, the Parties and their respective Affiliates shall not be liable to any other party hereunder, either in contract or in tort, for any consequential, incidental, indirect, special, or punitive damages whatsoever, including without limitation, any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by the other party.
- (b) **Direct Damages.** Notwithstanding anything to the contrary herein, the aggregate and cumulative liability of Supplier and its Affiliates arising out of or relating to this Agreement and the Sales Agreement to any other party hereunder shall not exceed the total amount actually paid by Client to Supplier during the three (3) month period immediately preceding the date the damage first occurred.
- (c) **Remedies.** If the products do not conform to applicable Specifications, Supplier shall, at no additional cost to Client, promptly repair or replace the product. If the products infringe any Intellectual Property rights of a third party, Supplier shall at its option: (i) secure license rights from the third party; (ii) modify the Work to avoid infringement; or (iii) discontinue the Work which results in such infringement. If the products cannot be repaired, replaced, or made non-infringing within thirty (30) days after Supplier receives Client's written notice of nonconformance, Client's sole and exclusive remedy for nonconformance shall be the right to reject the nonconforming products and, if Client has paid for such products, Supplier shall reimburse Client an amount equal to the cost of the nonconforming products.
- (d) **Scope.** The foregoing limitations, exclusions, disclaimers and remedies shall apply to the maximum extent permitted by applicable Law, even if any remedy fails its essential purpose.

11. Indemnification:

- (a) **Indemnification.** Each Party agrees to be responsible and assume liability for the negligent acts and omissions and the intentional misconduct of itself and its Representatives arising out of or in connection with this Agreement. Accordingly, each party ("Defending Party") shall indemnify and defend the other party ("Protected Party") and hold the Protected Party harmless from and against any and all claims, suits, actions, proceedings, demands, losses, payments, costs, expenses, damages, liabilities, fines, or penalties (including reasonable attorneys' fees) brought by a third party

(collectively, “Claim”) to the extent such Claims are connected to or arise from the Defending Party’s:

- (i) breach of this Agreement, including without limitation, express representations, warranties, and covenants;
 - (ii) violation of Laws applicable to the Defending Party, including without limitation laws relating to intellectual property rights (provided, that in no event, shall Supplier be liable for any Claim arising out of its compliance with instructions, requirements, or specifications approved, provided, or required by Client or its Representatives (e.g. information, artwork, logos and trademarks provided by Client or its Representatives); or
 - (iii) gross negligence and/or willful misconduct.
- (b) **Tender Defense.** The Protected Party shall promptly provide written notice to the Defending Party of any such Claims, promptly tender full control of the defense of any such Claims to the Defending Party, and reasonably cooperate with and provide non-financial assistance to the Defending Party in the defense of any such Claims.
- (c) **Restrictions.** The Defending Party will not be responsible for indemnifying or defending the Protected Party to the extent the Protected Party receives payment from an insurer or other third party as compensation or payment for any such Claims, and such compensation or payment shall be primary, if (i) the Protected Party initiates a defense of any such Claim without notifying the Defending Party; (ii) the Protected Party fails to provide written notice to the Defending Party in a timely manner; or (iii) the basis of the Claim arises out of or is related to the Protected Party’s or its Representative’s negligence or willful misconduct.
- (d) **Settlement Requirements.** The Defending Party shall be not liable for any cost, expense, settlement, or compromise incurred or made by the Protected Party in any legal action without the Defending Party’s prior written consent.

12. **Insurance:**

Supplier shall at all times during the term of this Agreement obtain and maintain insurance with responsible companies in such amounts and against such risks as are customarily carried by business entities engaged in similar businesses similarly situated and may (and if requested by Client, will) furnish Client with a certificate of insurance evidencing such policies in January of each calendar year.

13. **Force Majeure:**

- (a) **Effect of Force Majeure.** Each Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to an event of Force Majeure. If a Party wishes to claim protection in respect of an event of Force Majeure, it shall promptly after the occurrence of such event of Force Majeure, notify the other Party of the nature and expected duration of the Force Majeure and shall thereafter keep the other Party reasonably informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavors to overcome the effects of the Force Majeure; mitigate the effect of any delay occasioned by the Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and ensure resumption of normal performance of this Agreement as soon as reasonably practicable; provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labor dispute, or such other industrial action by its employees.
- (b) **Definition of Force Majeure.** For the purpose of this Agreement, “Force Majeure” shall mean any circumstance not within the reasonable control of the Party affected, but only if and to the extent that such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement and, despite the exercise of reasonable diligence, could not have reasonably

been prevented, avoided, or removed by such Party. For clarity, Force Majeure shall include, without limitation, (i) natural calamities and acts of God (such as fires, contaminations, earthquakes, lightning, cyclones, hurricanes, floods, droughts, or such other extreme weather or environmental conditions, geological or ground conditions, pandemic (including COVID-19), epidemic, famine, and plague); (ii) acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage; (iii) cyberattacks and other hostile or offensive attempts to improperly access computer information systems, infrastructures, computer networks or devices, data, functions and other systems; and (iv) accidents and delays caused by third parties, as well as strikes, lockouts, work stoppage, labor disputes, labor shortages, and similar action by workers related to or in response to the terms and conditions of employment.

14. Notices:

- (a) **Notice.** All notices, consents, waivers, and other communications that are required to be given or may be given pursuant to the terms of this Agreement (“Notice”) shall be in writing signed by the Party giving notice or by counsel for such Party and shall be sufficient in all respects if delivered in person, or mailed by registered or certified mail, postage prepaid, or sent by a commercial expedited delivery service, to the address provided above, as applicable or such replacement address as any Party hereto shall have designated by Notice to the other Party as provided herein. All Notices to Supplier shall also be sent to: **Taylor Marketing, Data & Analytics, Inc.** Attn: Chief Legal Counsel, 1725 Roe Crest Drive, North Mankato, Minnesota 56003.
- (b) **Receipt Requirements.** Any Notice shall be effective when the Party giving the Notice has complied with Section 14(a) and when received by the Party specified to receive such Notice. A Notice is deemed to have been received (i) upon receipt as indicated on the signed receipt, if given by hand or sent by registered or certified mail or commercial expedited delivery service; or (ii) if the Party to whom Notice is sent refuses delivery or if the Notice cannot be delivered due to a change in address for which no Notice was provided, then upon rejection, refusal, or inability to deliver. Notwithstanding the foregoing provisions, if any Notice is received after 5 p.m. on any business day or on any day other than a business day where received, the Notice shall be deemed to have been delivered at 9 a.m. on the following business day.

15. General Terms:

- (a) **Assignment.** This Agreement, and the rights, interests, and obligations related thereto may not be assigned to a non-Affiliate, third party by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party. For purposes of this Section 15(a), any merger, consolidation, corporate restructure, or sale of assets or corporate interests by either Party shall not be deemed an assignment. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- (b) **Subcontracting.** Supplier may subcontract the performance of its obligations under this Agreement to other parties, provided that Supplier shall remain responsible for the performance of any subcontracted obligations.
- (c) **Waiver.** No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- (d) **Non-Solicitation.** During the Term and for twelve (12) months thereafter, the Parties shall not hire (or solicit for or induce the termination of the employment) any employee of the other Party who becomes known to such Party in connection with the performance of this Agreement, without the prior written approval of the other Party. The foregoing will not prohibit either Party from employing

any individual who applies for a position in response to an internal posting, employment advertisement or other general solicitation of employment.

- (e) **Use of Client Name and Logo in Marketing Material.** Client acknowledges and agrees that Supplier may use Client's name and logo, identifying Client as a Supplier customer on all Supplier marketing material, including, without limitation on Supplier's website and other online marketing platforms.
- (f) **Independent Contractor.** Supplier is an independent contractor, and is not an employee, servant, agent, partner, or joint venturer of Client. Neither Party has nor shall have any authority to bind or represent the other Party in any matter. While Client shall identify and request the Work to be performed, Supplier shall determine the means by which all Work is to be accomplished. Client is not responsible for withholding, and shall not withhold, FICA or any other employment-related taxes of any kind from any payments made to Supplier. Neither Supplier nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive, nor shall Supplier or its employees be entitled to receive from or through Client any workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security on account of Work performed under this Agreement.
- (g) **Entire Agreement.** This Agreement, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. This Agreement shall be effective only when signed by the Parties. No Party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in this Agreement, or as may be set forth in writing and signed by the Party to be bound thereby. These Terms and any Sales Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the Party to be bound thereby. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination, or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement will so survive and continue to bind the Parties.
- (h) **Inconsistent Documents Ineffective.** Except as may be otherwise expressly stated in these Terms or any Sales Agreement executed by the Parties, no terms and conditions presented in a proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in any other document, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such other document that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such document.
- (i) **Severability.** If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable that provision shall be enforced to the greatest extent permissible so as to effect the intent of the Parties, and the legality, validity, and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid, or unenforceable provision with legal, valid, and enforceable language that as closely as possible reflects such intent.
- (j) **Venue.** Any legal action arising out of or relating to this Agreement shall be commenced in a federal court in Minnesota or in state court in Nicollet County, Minnesota, and the appellate courts thereof,

and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.

- (k) **Governing Law.** The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota applicable to contracts executed in and performed entirely within such state, without reference to any choice of law, statutes, or principals thereof.
- (l) **Waiver of Jury.** To the fullest extent permitted by law, the Parties hereby waive any right to have a jury participate in the resolution of the dispute or legal action, whether sounding in contract, tort, or otherwise, between the Parties or any of their respective Affiliates arising out of, connected with, related to or incidental to this Agreement.
- (m) **Attorney Fees.** If any litigation shall be commenced to enforce, or relating to, any provision of this Agreement, or any collateral documents, the prevailing Party shall be entitled to an award of reasonable attorney fees (including fees related to the services of in-house counsel) and reimbursement of such other costs as it incurs in prosecuting or defending such litigation.
- (n) **Construction and Interpretation.** The Parties acknowledge that these Terms and the Sales Agreement are the result of negotiations between the Parties and that this Agreement and shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement. No provision hereof shall be construed as a limitation or modification of any other provision hereof. Unless otherwise specified in the relevant provision, "including" means "including without limitation" and no exclusion of unlisted items shall be inferred from their absence.

Master Terms and Conditions - Version 1.1, effective and posted 3.17.2022

Exhibit A – Acceptable Use Policy

This Acceptable Use Policy is expressly made part of the Terms set forth above. The following rules apply to Client's use of any Work provided by Supplier (as defined in the Agreement).

Work may only be used for lawful purposes as specifically allowed in any Master Terms and Conditions ("**Terms**") or Sales Agreement, and are hereby incorporated by reference.

Work shall not be used:

- for any purpose that violates any applicable law, regulation, or applicable self-regulatory guideline;
- for any purpose that violates the privacy or data protection rights of any person;
- for the modeling or determination of consumer creditworthiness, consumer credit approval, a consumer's eligibility for employment or insurance, or denial of services;
- for any communication that refers to selection criteria or presumed knowledge about the recipient;
- in connection with individual credit, employment or insurance applications;
- in connection with any consumer reporting data;
- to post or distribute any content that a person does not have sufficient rights and licenses to utilize;
- in connection with any product or service that includes or relates to any "sensitive data" as that term is defined in the Network Advertising Initiative ("NAI") Code of Conduct, including any information concerning a person's precise medical condition or sexual orientation;
- to display or market material that exploits any person under the age of 18;
- to advertise, provide, or distribute content that involves the sale or exchange of sexual paraphernalia or adult content (including but not limited to films, audio recordings, and magazines);
- to advertise, provide, or distribute content relating to any escort or dating services;
- to advertise, provide, or distribute content that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred;
- to advertise, provide, or distribute lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content;
- to advertise, provide or distribute content that advocates, promotes or otherwise encourages violence against any government, organization, group or individual, or which provides instruction, information or assistance in carrying out such violence;
- to advertise, provide or distribute content relating to weapons or ammunition;
- to advertise, provide or distribute content relating to credit repair services, get rich quick, or work at home offers;
- to advertise, provide, or distribute content relating to illegal betting and gambling services, including but not limited to online poker, online casino games, horse/dog racing and sports betting;
- in any manner that may cause emotional or physical harm to any person, or to "stalk" or otherwise harass a person;

- in any manner that would provide individuals incarcerated in prisons or other correctional institutions with access to the Services;
- to provide or distribute any malware or other code that installs or otherwise affects a user's device without the user's consent; or for unsolicited fax purposes.

CAN-SPAM COMPLIANCE:

If Work will be used in connection with any offer distributed by email, Client is required to ensure that it or any person to whom it provides the Work complies with the following requirements:

- An unsubscribe URL must be included in every email creative. The unsubscribe URL can be provided by the Client or Supplier. Mailer level opt out URL or email must remain active for a minimum of thirty (30) days from launch of live program.
- A physical or post office box address must be provided for purposes of accepting opt-out requests.
- Any and all opt-out requests must be honored by adding email addresses of those opting-out to applicable suppression lists.
- False, misleading, and deceptive header, transmission and subject headings are prohibited.
- The actual Mailer's and/or Mailer's list name must appear in the from line of any email.
- Supplier reserves the right to reject any campaign it feels, in its sole discretion, does not comply with the above requirements.
- If the Client or Mailer has conducted any previous prospect or customer email campaigns, it/they must submit any previous opt-outs or do not mail request emails for suppression from any Work.

Exhibit B – End User License Agreement

This End User License Agreement (this “EULA”), is made by and between Client or customer that has been provided access to or the ability to use Software (as defined below) (“End User”) and **Taylor Marketing, Data & Analytics, Inc.** (“Licensor”). IF CLIENT AND/OR END USER DOES NOT AGREE TO THE TERMS IN THE EULA, CLIENT AND ITS END USERS SHOULD IMMEDIATELY CEASE USING THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PIXEL TAGS PROVIDED BY SUPPLIER.

WHEREAS, Licensor may sublicense certain computer software applications, including pixel tag software and related tools, which is more particularly set forth in the user manuals and other written materials provided by Licensor to describe the functionality and use of the pixel tag software (the “Documentation”); and

WHEREAS, End User desires to obtain a license to use Software (as defined below) and Licensor desires to allow the End User to access and use Software pursuant to the terms and conditions set forth in this EULA; and

WHEREAS, Licensor, pursuant to the terms and conditions set forth in this EULA, desires to provide to End User a license for the use of Software and the Documentation;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this EULA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **LICENSE GRANT AND SCOPE**

a. Retention of Rights: The third party owner (“Owner”) owns and retains all rights, titles, and interest in Software and the Documentation. The pixel tags software consists of its code, its related technology platform, return data elements (PII Data), and all other intellectual property rights inherent therein (the “Software”).

b. Authorized Users: End User must create an Authorized User account to access and use the Software. The term “Authorized User” as used in this EULA means those persons authorized to use the Software pursuant to the license granted under this EULA. End User must create an Authorized User account for each person or entity which will be using the Software on its behalf.

c. Permissible Use: Subject to End User’s payment of the applicable fees and compliance with the terms and conditions of this EULA, Licensor hereby grants to End User a restricted, non-exclusive, non-transferable, non-sublicensable (except otherwise allowed), limited right to access and use the Software throughout the terms of this EULA. End User is entitled to use the Software and Documentation as follows: (1) End User may download and install the line of code provided to End User, after End User’s entering of required information, on its web-site; (2) End User may use and run the Software in accordance with this EULA; and (3) End User may download or copy the Documentation (Software’s user manuals, technical manuals, and any other materials provided by Licensor), in printed, electronic, or other form, that describes the installation, operation, use, or technical specifications of the Software.

d. Use of Code: End User shall not, in contravention of the Documentation or without the express

and written consent of Licensor, add, remove, or amend any of the Software's underlying code for any purpose, and shall not allow or permit any other person or entity to do the same.

e. Unauthorized User(s): Other than as set forth herein, End User shall not permit any person or entity to use or access the Software and Documentation and End User shall utilize its best efforts to prevent and protect the Software from unauthorized access, use, or copying. End User is responsible for notifying Licensor if it, or any of its Authorized Users or any of its business customers or clients, becomes aware of any unauthorized use of or access to the Software and Documentation. End User understands and agrees that it may reasonably be required to provide information to Licensor to investigate and correct such unauthorized access. Licensor will not be liable for any loss, damages, liability, expenses or attorneys' fees that End User may incur as a result of someone else using End User's password(s) or accounts, either with or without End User's knowledge and/or authorization, and regardless of whether End User has or has not advised Licensor of such unauthorized use. End User shall be liable for losses, damages, liability, expenses and attorneys' fees incurred by Licensor resulting from any unauthorized use or access.

f. Other Prohibited Uses: End User shall not, and shall require its Authorized Users not to, directly or indirectly: (1) provide any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of End User, with access to or use of the Software or Documentation; (2) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof; (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, or to otherwise misuse the Software in any manner not expressly authorized by Licensor or provided for in the Documentation; (4) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof; (5) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any person or entity (other than those allowed under this EULA) for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (6) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, copyright, patent, terms of the Documentation, warranties, disclaimers, or other intellectual property rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation; (7) use the Software or Documentation in violation of any law, statute, or regulation; and (8) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage.

g. License Exclusion: This EULA does not grant End User any right in the algorithms, rules or models used or created by Licensor or Owner, regardless of whether they may be employed to provide the Software to End User.

2. END USER OBLIGATIONS

a. Use of Software: End User is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensor, directly or indirectly. Specifically, and without limiting the generality of the foregoing, End User is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other person or entity to whom End User, or an Authorized User, may provide access to or use of the Software and/or

Documentation, whether such access or use is permitted by or in violation of this EULA. End User is responsible for obtaining all necessary and/or required consumer approvals or directions, as well as providing or posting all necessary and/or required privacy and other notices in compliance with the EULA and any applicable terms of service for the Software and Documentation.

3. **LICENSOR OBLIGATIONS**

a. Deliverables: Licensor shall deliver access to the Software to End User together with the Documentation as set forth in the Sales Agreement.

b. No Requirement/Obligation for Update Services: Licensor has no obligation to provide maintenance and support services such as updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates"). Updates will be provided at Licensor's sole discretion and End User agrees that Licensor has no obligation to develop any Updates at all or for particular issues. End User further agrees that all Updates, if provided, will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of the EULA. End User acknowledges that End User's receipt of Updates will require an internet connection, which connection is End User's sole responsibility. Licensor has no obligation to provide Updates via any other media unless provided for elsewhere in the EULA. Maintenance and support services do not include any new version or new release of the Software that End User may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole and reasonable discretion.

c. Opt-Ins and Opt-Outs: Licensor is responsible for obtaining all necessary and/or required opt-ins and opt-outs, as well as providing or posting all necessary and/or required notices in compliance with the EULA.

4. **COLLECTION AND USE OF INFORMATION**

a. Collection of Information: End User acknowledges that Licensor may, directly or indirectly through the services of third parties, collect and store information, which may include but is not limited to foundational internet data such as browser information, device information, server access data, and non-PII data elements utilized for the functionality of and regarding the use of the Software by End User and/or End User's Authorized Users, clients, or their customers and consumers; and about equipment, network(s), or web sites on which the Software is installed or through which it otherwise is accessed and used, through the provision of services associated with or related to the Software, the provision of maintenance and support services, if any are provided, and security measures included in the Software.

b. Use of Information: End User agrees that Licensor may use the information identified in Section 4(a) above for any lawful purpose, including but not limited to the provisioning services during the Term of the EULA, which may include but not be limited to the following purposes: (1) maintaining and improving the performance, operation, and functionality of the Software or developing Updates; and (2) verifying End User's compliance with the terms of this EULA and enforcing Licensor's rights, including all intellectual property rights in and to the Software.

c. Use Disclaimer: Unless otherwise directed in writing by Licensor, End User shall incorporate the following statement and direct hyperlink into End User's privacy policy or terms of use for End User's respective web site:

“This site is being monitored by one or more third-party monitoring software(s), and may capture information about your visit that will help us improve the quality of our service. You may opt-out from the data that SmartPiXL is collecting on your visit through a universal consumer options page located at <https://smart-pixl.com/Unsub/unsub.html>.”

5. AUDIT RIGHTS

a. Company Audit: End User shall keep accurate books of account and record covering End User’s use of the Software in accordance with the terms and conditions of this EULA. During the Term, but no more than once per year, Licensor shall have the right to request that: (1) End User certify, in a document signed by an officer of End User, its compliance with the usage rights granted in this EULA; and (2) at Licensor’s own expense (except in the event that such audit demonstrates that End User has not ceased using the Software; in such case End User may, in Licensor’s sole discretion, be deemed responsible for such audit costs), to inspect and audit the books and records of End User that are relevant to verifying End User’s compliance with the terms of this EULA, including, but not limited to, ensuring End User has ceased the use of the Software and removed all copies of the Software from such systems as required hereunder. End User shall fully cooperate with Licensor’s personnel conducting such audits and provide all reasonable access requested by Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information related to its, including its Authorized Users’ or clients’ and customers’ use of the Software. Licensor will conduct such inspection and audit during End User’s regular business hours in such a manner as to not interfere with End User’s normal business activities.

6. INDEMNITY

a. Infringement Indemnification by Licensor: Licensor (through Owner’s indemnification obligation to Licensor) indemnifies, defends, and holds End User harmless from and against any claims, actions, or demands alleging that the Software infringes any patent, copyright, or other intellectual property right of a third party, if the such claim, action, or demand was brought in good faith. If use of the Software is permanently enjoined for any reason, Licensor, at Licensor’s option, and in its sole discretion, may (1) modify the Software so as to avoid infringement; (2) procure the right for End User to continue to use and reproduce the Software and Documentation; or (3) terminate this EULA and refund to End User all license fees paid to Licensor. Licensor shall have no obligation under this section for or with respect to claims, actions, or demands alleging infringement that arise as a result of (1) the combination of noninfringing items supplied by Licensor with any items not supplied by Licensor; (2) modification of the Software or Documentation by End User or by Licensor in compliance with End User’s designs, specifications, or instructions; (3) the direct or contributory infringement of any process patent by End User through the use of the Software; and (4) continued allegedly infringing activity by End User after End User has been notified of the possible infringement.

b. Indemnification by End User: End User is responsible and indemnifies, defends and holds Licensor harmless for any and all losses, liability, or damages arising out of, or incurred in connection with, End User’s use or reproduction of the Software pursuant to this EULA. Therefore, End User agrees to indemnify, defend, and hold harmless Licensor, Owner and their respective officers, directors, employees, agents, affiliates, and successors from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising from or relating to End User, an Authorized User, or a client or customer of End User’s use or misuse of the Software and/or such person or entity’s breach of this EULA, including but not limited to the content End User submits or makes available through the Software. Consistent

with this section, Licensor and Owner shall be entitled to receive advance payment of indemnification amounts to cover legal expenses to be paid by the End User.

7. **CONTROL OR EXPORT REGULATION**: The Software may be subject to United States or international technology control or export laws and regulations. End User is responsible for determining whether its use of the Software is subject to such laws or regulations. To the extent that it does, End User must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the Software. These laws may include restrictions on destinations, end users, and end use.

8. **THIRD-PARTY LINKS AND SERVICES**: Licensor is not responsible for the availability of any external sites or resources provided by third-party websites or resources which access or links to are created through End User, including Authorized User and client, websites and does not endorse and is not responsible or liable for (1) any content, advertising, products, or other materials on or available from such sites or resources, (2) any errors or omissions in these websites or resources, or (3) any information handling practices or other business practices of the operators of such sites or resources. End User further acknowledges and agrees that Licensor shall not be responsible or liable, directly or indirectly, and that Licensor shall be indemnified, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. End User, including its Authorized Users and clients' interactions with such third-parties will be governed by the third-parties' own terms of service and privacy policies, and any other similar terms.

11. **US GOVERNMENT RIGHTS**: The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101, as amended. Accordingly, if the End User is the US Government or any contractor therefor, End User shall receive only those rights with respect to the Software and Documentation as are granted to all other companies under license, in accordance with: (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, as amended, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government End Users and their contractors.