plugilo

PLUGILO, INC.

MASTER SUBSCRIPTION SERVICES AGREEMENT

This Plugilo Master Subscription Services Agreement (“MSSA”), together with any Order, Statement of Work, or counterparty details found in the associated Plugilo Client Portal and exhibits incorporated herein (collectively, this “Agreement”), governs the use and provision of any Solutions. Capitalized terms used but not defined herein have the meaning given to them in an Order or Statement of Work (“SOW”).

The parties acknowledge and agree that the 'Client Portal' (also referred to as the 'Partner Portal') is currently under development. Until such time as the Client Portal is made available by Plugilo for use by Counterparty, all references within this Agreement to the Client Portal—including, without limitation, those regarding the selection of Solutions, product descriptions, pricing, and acceptance of terms—shall be deemed to refer to the applicable Order or Statement of Work (SOW). Upon the formal launch and provision of access to the Client Portal, the portal-specific procedures and provisions set forth in this Agreement shall automatically take effect.

COUNTERPARTY INFORMATION

The Counterparty of this Agreement (“Counterparty”) is identified in the signature block or electronic contract execution information attached. Counterparty will access Plugilo services through the secure Client Portal.

Services selected by Counterparty, along with associated product descriptions, are identified in the Client Portal. Such services will be billed to Counterparty in accordance with rates and terms contained in the Client Portal and confirmed through Counterparty’s acceptance of the applicable rate schedule.

1. DEFINITIONS

1.1 “Affiliates” means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction

of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Aggregated Data" means technical data and other data created, received, or processed by or from the Solutions, provided that such data is derived or aggregated in de-identified form.

1.3 "Authorized User" means each of Counterparty's or its Affiliates' employees, agents, and independent contractors who are provided access to the Solutions in accordance with, and subject to, this Agreement.

1.4 "Client Portal" (also "Partner Portal") means the secure internet portal maintained on Plugilo infrastructure that provides Counterparty with direct control of service features, operational settings, rate schedules, discount structures, usage tracking, and periodic spend controls. The Client Portal serves as the interface through which Counterparty selects services, views pricing, accepts rate schedules, and manages account settings.

1.5 "Confidential Information" means all written or oral information disclosed by one party (the "disclosing party") to the other (the "receiving party") related to the business, products, solutions, services, or operations of the disclosing party, or a third party, that has been identified as confidential or that by the nature of the information ought reasonably to be treated as confidential, including the terms of this Agreement. Product Information data intended for downstream distribution is not Confidential Information.

1.6 "Counterparty" means the party identified in the signature block, Order, SOW, or Client Portal as the entity contracting with Plugilo. Counterparty is the party accessing and controlling services through the Client Portal.

1.7 "Counterparty Content" means all data or information made available by Counterparty to Plugilo in connection with Counterparty's use of the Solutions, but excluding, for clarity, any Aggregated Data or Usage Data and any information, data, data models, content, or materials developed or controlled by Plugilo and made available through or in connection with the Solutions.Counterparty Content includes all data or information retrieved from third-party sources or databases (e.g., Icecat) via credentials, API keys, or links established by Counterparty within the Solutions.

1.8 "Documentation" means text and/or graphical documentation, whether in electronic or printed format, made available by Plugilo that describes the features and operation of the Solutions.

1.9 "Downstream Services" means data products produced and distributed utilizing Plugilo-provided data furnished to a user by XML or API.

1.10 "Effective Date" means the first date of the Term specified in Counterparty's Order or, if such Order was submitted online or through the Client Portal, the date Counterparty submits the online Order or accepts the terms through the Client Portal.

1.11 "Feedback" means suggestions and/or other feedback provided by Counterparty regarding any Solution. For the avoidance of doubt, "Feedback" excludes Counterparty's Confidential Information.

1.12 "IPR" means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.13 "Licensed Entitlements" means the limits, volume, business or geographic scope, or other measurement or conditions of permitted access and use of the Solutions set forth in the applicable Order or Client Portal.

1.14 "No-Cost Offering" means a no-cost subscription to all or a portion of the Solutions or no-cost Services. The scope of No-Cost Offerings available to Counterparty is described in the Client Portal.

1.15 "Order" means the order document signed by an authorized representative of each party, or submitted online by Counterparty through the Client Portal when such option is available, identifying the Solutions to be made available, the fees to be paid, and referencing this Agreement.

1.16 "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.17 "Personal Information" means any information about an identifiable natural person by referencing an identifier such as name, identification number, or location data, which information is processed by or on behalf of Plugilo as a processor in connection with the Solutions.

1.18 "Privacy Laws" means any applicable laws, statutes, and regulations governing the collection, use, disclosure, or storage of Personal Information.

1.19 "Plugilo" means Plugilo, Inc. or the Affiliate of Plugilo, Inc. identified on the Order, SOW, or Client Portal.

1.20 "Plugilo IP" means the Solutions, the underlying software provided in conjunction with the Solutions, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Solutions or any Services, the Documentation, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all IPR in and to any of the foregoing.

1.21 "Services" means professional services provided by Plugilo, or on Plugilo's behalf, to Counterparty as identified in an Order, SOW, or Client Portal.

1.22 "Solutions" means Plugilo's proprietary, cloud-hosted solutions and related support services identified in an Order or Client Portal, together with the Services.

1.23 "SOW" means a statement of work signed by an authorized representative of each party referencing this Agreement (or attached to an Order) and identifying the Services to be made available and fees to be paid.

1.24 "Usage Data" means information stored in log files, including Internet Protocol (IP) addresses, type of browser, Internet Service Provider, date/time stamp, referring/exit pages, and clicked pages.

2. SOLUTIONS

2.1 Access and Use

Subject to the restrictions contained in this Agreement (including the Licensed Entitlements), Plugilo hereby grants, and Counterparty hereby accepts, a non-exclusive, non-transferable (subject to Section 11.2) and non-sublicensable right during the Term for its Authorized Users to access and use the Solutions solely for Counterparty's and its Affiliates' own internal business purposes. Counterparty will ensure that such Affiliates' use of the Solutions complies with this Agreement. Counterparty will be responsible for all acts and omissions (including any breach of this Agreement) by any Affiliate or Authorized User.

2.2 Restrictions

Counterparty shall not:

(a) Access or use the Solutions (or permit any Authorized User or third party to do so), except as expressly permitted herein;

(b) Reverse engineer or create derivative works based on the Solutions;

(c) Copy, frame, mirror, sell, resell, rent, lease, or otherwise commercially exploit any part or content of the Solutions;

(d) Use the Solutions or Documentation for benchmarking or competitive analysis with respect to competitive products or services, or to build a competitive product or service;

(e) Upload, post, store, distribute, transmit, sell, promote, or provide any Counterparty Content, information, data, or other material in an illegal manner or in a manner that violates or infringes the IPR or other rights of any third party;

(f) Access or search the Solutions (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, or any other similar data mining tools) other than software or Solution features provided by Plugilo for use expressly for such purposes;

(g) Interfere with, or disrupt the integrity or performance of, the Solutions, or any data or content contained therein or transmitted thereby; or

(h) Upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Solutions or any other user of the Solutions.

2.3 Reservation of Rights; Acknowledgement of Ownership

Except for the limited rights granted to Counterparty herein, Plugilo reserves and, as between the parties, will solely own the Plugilo IP and all right, title, and interest in and to the Plugilo IP. Plugilo retains all right title and interest in all of its product data, videos, images, manuals, marketing materials and Counterparty agrees to abide by all guideance from Plugilo in the use and publication of said materials including agreeing to follow Plugilo marketing and design standards.

2.4 Third-Party Services

Counterparty may choose to use or procure third-party products or services in connection with the Solutions, including any third-party apps made available through the Plugilo App Center or third-party implementation, customization, or training services (collectively, “Third-Party Services”). Counterparty’s receipt or use of any Third-Party Services (and the third party’s use of Counterparty Content) is subject to a separate agreement between Counterparty and the provider of the Third-Party Services.

If Counterparty enables or uses Third-Party Services with the Solutions, Plugilo will allow the provider of the Third-Party Services to access or use Counterparty Content as required for the interoperability of the Third-Party Services with the Solutions. This may include transmitting, transferring, modifying, or deleting Counterparty Content, or storing Counterparty Content on systems belonging to the provider of the Third-Party Services or their vendors.

Plugilo is not responsible for any access to or use of Counterparty Content by providers of Third-Party Services, or for the security or privacy practices of any such provider. Plugilo disclaims all liability and responsibility for any Third-Party Services (whether support, availability, security, or otherwise) or for the acts or omissions of any provider of Third-Party Services or their vendors.

2.5 No-Cost Offerings

To the extent that Plugilo makes available to Counterparty one or more of its No-Cost Offerings, then Counterparty hereby acknowledges and agrees that:

(a) The No-Cost Offering may not contain all of the features and functions made generally available by Plugilo in connection with a purchased subscription for the Solutions;

(b) The No-Cost Offering is made available to Counterparty by Plugilo on an “AS IS” basis without any representations or warranties whatsoever; and

(c) Plugilo may modify or terminate Counterparty’s right to use No-Cost Offerings at any time and for any reason in its sole discretion, without liability to Counterparty.

Sections 8 and 9 of this Agreement do not apply to No-Cost Offerings. The scope of No-Cost Offerings available to Counterparty is described in the Client Portal.

2.6 Additional Paid Services

Counterparty may access additional paid Services by reviewing and agreeing to the rate and discount schedules available in the Client Portal. Paid Services may be made available on a one-time or subscription basis. The scope, duration, and pricing of paid Services are described in the Client Portal and become binding upon Counterparty’s acceptance of the applicable rate schedule through the Client Portal interface.

2.7 Continuous Development

Plugilo continually develops new features and functionality of the Solutions. If Plugilo adds additional functionality to a particular Solution, Plugilo may: (a) provide or make available to

Counterparty such features at no additional charge; or (b) condition the implementation of such modifications on Counterparty's payment of additional fees, provided that during the Term, Counterparty may continue to use the version of the Solution that Plugilo makes generally available (without such features) without paying additional fees.

2.8 Feedback

Counterparty hereby grants to Plugilo a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Solutions or Plugilo's other products and services. Plugilo acknowledges that any Feedback is provided "as is" without any representations or warranties.

2.9 Counterparty Responsibilities

Notwithstanding any data quality checks, validations, verifications, or suggestions provided by the Solutions, Counterparty will review Counterparty Content for accuracy, completeness, and compliance before exporting or publishing Counterparty Content through the Solutions, and, as between the parties, Counterparty will be solely responsible for deciding whether to export or publish Counterparty Content through the Solutions and any consequences of such decisions.

2.10 Support

Unless and until specific support terms are expressly set forth in an applicable Statement of Work, Order Form, or other written agreement signed by both parties, Provider will provide support for the Services on a commercially reasonable efforts basis. Such support may include general technical assistance, issue review, and responses to support requests through the channels and during the times made available by Provider from time to time.

No specific response times, resolution times, support hours, escalation procedures, maintenance windows, service credits, remedies, or other service commitments will apply unless expressly stated in the applicable Statement of Work or Order Form. Provider may update its general support practices from time to time, provided that such updates do not modify any support commitments expressly agreed in a signed Statement of Work or Order Form.

2.11 Service Levels

Unless an applicable Statement of Work, Order Form, or other written agreement signed by both parties expressly includes service level commitments, the Services are provided without any guaranteed uptime, availability percentage, response time, resolution time, performance standard, service credit, or other service level commitment.

Any service levels, if applicable, will apply only to the specific Services, subscription period, customer environment, scope, dependencies, exclusions, measurement periods, and remedies expressly described in the applicable Statement of Work or Order Form. Service credits or other remedies, if any, will be Customer's sole and exclusive remedy for any failure to meet such expressly agreed service levels.

2.12 Third-Party Data Sources

The Solutions may allow Counterparty to connect to and import data from third-party providers (e.g., Icecat). Counterparty acknowledges that Plugilo provides only the technical interface. Counterparty is solely responsible for: (a) obtaining and maintaining all necessary licenses and subscriptions directly from such third-party providers; and (b) ensuring that the use of such data through Plugilo complies with the provider's terms of use. Plugilo does not verify Counterparty’s right to access such third-party data.

3. COUNTERPARTY CONTENT

3.1 Ownership and Reservation of Rights

Except for the limited license granted to Plugilo in Section 3.2, Counterparty reserves all right, title, and interest in and to the Counterparty Content.

3.2 License in Counterparty Content

Counterparty grants to Plugilo a non-exclusive, royalty-free, sublicensable, worldwide license during the Term to use, host, reproduce, display, distribute, perform, and modify the Counterparty Content solely for the purpose of hosting, operating, and providing the Solutions and Plugilo's other related products, services, and technologies.

3.3 Aggregated Data and Usage

Counterparty acknowledges and agrees that: (a) Plugilo may generate and obtain Aggregated Data and Usage Data in connection with the use of the Solutions; and (b) Plugilo may use the Aggregated Data and Usage Data to develop, analyze, improve, support, and operate the Solutions and Plugilo's other related products, services, and technologies.

Counterparty grants Plugilo data rights to use anonymized/processed data which is produced from provided Counterparty data. Rights by Counterparty to use said anonymized/processed data and other Plugilo produced data will be defined in the customer order or SOW (statement of work) agreed to between the parties.

Counterparty acknowledges and agrees that: (a) Plugilo may collect, generate, and obtain Aggregated Data, Usage Data, and other non-personally identifiable statistical metadata and metrics in connection with Counterparty's use of the Solutions; and (b) Plugilo may aggregate such data with data from other sources in an anonymous, de-identified form; and (c) Plugilo may use such aggregate anonymous data for any purpose, including but not limited to: (i) developing, analyzing, improving, supporting, and operating the Solutions and Plugilo's other related products, services, and technologies; (ii) general reporting, including the compilation of aggregate statistics that may be provided to existing and potential customers; and (iii) scheduling and optimization of delivery of creative content across all campaigns, including websites, networks, and any other advertising inventory reached by the Solutions. In no event will Counterparty have the right to access such aggregate anonymous data, unless otherwise expressly agreed upon in an applicable Order, SOW, or through the Client Portal. For the avoidance of doubt, this Section 3.3 and Section 11.12 are intended to be read together and consistently; to the extent of any conflict, the broader grant of rights to Plugilo shall prevail.

4. DATA USAGE OF PLUGILO-PROVIDED CONTENT

Some counterparties are granted specific rights to use data provided through the Plugilo API, XML, and other formatted data feeds. This section applies to counterparties who receive such data access.

4.1 Grant of License

Plugilo grants Counterparty a limited, non-exclusive, non-transferable license subject to the terms and conditions set forth in this Section 4.

4.2 Conditions on Grant of License to Use Plugilo Data

Plugilo may grant Counterparty access to Product Information Management (PIM) data by means of API, XML, or other agreed-upon format(s). This data may, under specifically granted permissions, be used for subsidiary database use with the understanding that no changes may be made to the provided data fields. A license from Plugilo grants a limited, non-transformative use of Plugilo data, which, with certain restrictions, may be combined with Counterparty's data for transmission and usage by downstream parties authorized in writing by Plugilo.

Counterparty agrees that if Counterparty combines information provided by Plugilo, Counterparty will meet the Plugilo data-synchronization standards for any information passed on to third parties.

4.3 Database Synchronization Requirements

Maximum Delay in Syncing Data with API or XML Feed:

Counterparty shall maintain its usage of the provided API or XML feed in synchronization with Plugilo-provided data on the following basis:

(a) **API Data:** API data provided to Counterparty by Plugilo must be in sync with a maximum delay after updated feeds of 72 hours.

(b) **XML Data:** XML data provided to Counterparty by Plugilo must be in sync with a maximum delay after updated feeds of 72 hours.

(c) **File Data:** File data provided to Counterparty via data dump (individual data files provided by folder or download option) must be in sync with a maximum delay of ten (10) working days.

IT IS CRITICAL THAT COUNTERPARTY'S DATABASE DESIGN STANDARDS INCORPORATE METHODS TO KEEP DATA SYNCHRONIZED WITH ALL PLUGILO-PROVIDED UPDATES IN ACCORDANCE WITH THE ABOVE-STATED STANDARDS.

Plugilo Data Marked with Expiration Date

Counterparty may use data marked with an expiration date for public transmission for Counterparty's internal purposes only. Counterparty agrees to remove data marked for expiration after the expiration time from any publicly accessible feeds or publications.

4.4 Restrictions on Downstream Processing of Plugilo API and XML Data

Generally, unless Plugilo grants Counterparty additional rights of usage in writing, Counterparty shall not, and Counterparty shall not permit any third party to:

(a) Transform, add, subtract, or manipulate any data fields provided to Counterparty by Plugilo API or XML data;

(b) Decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt, or translate any Service or Plugilo Information, or remove any proprietary or copyright legend therefrom;

(c) Disclose, distribute, publish, or otherwise make available the Services or any Plugilo Information and/or any work created through the use of such Services to any third party except as expressly permitted herein;

(d) Use Plugilo API, XML, or other provided data to produce a product competitive to Plugilo product offerings, or to create a new product offering outside the scope of Counterparty's existing distribution or reseller business model as disclosed to Plugilo.

4.5 Legal Use Only

Counterparty may not use Plugilo-provided data in violation of applicable laws.

4.6 Conditions on Downstream Usage

Counterparty may not provide third parties with Plugilo API or XML data without Plugilo's prior written consent, and where such consent is obtained, only through the use of a Plugilo-approved software program or third-party platform with an effective agreement with Plugilo.

4.7 Methods of Obtaining Permission for Downstream Usage

Counterparty shall not provide Plugilo Information to a third party, including but not limited to resellers, consultants, software solutions providers, third-party processors, computer service bureaus, value-added processors, data modeling or awareness tracking companies, and/or media audit companies unless, prior to accessing such Plugilo Information, the third party shall have entered into Plugilo's then-standard form of agreement for such third-party license, as established by Plugilo in its sole discretion.

At Plugilo's sole discretion, Plugilo may decline to enter into such an agreement or grant a third party access or rights to Plugilo Information. Generally, access for resellers is provided at no charge; however, Plugilo reserves the right to charge for such access. Plugilo is not responsible for the accuracy of information produced by such third party from Plugilo Information.

After resellers become party to the Plugilo Master Subscription Services Agreement or Syndicated Data Usage Agreement, Counterparty may grant subsidiary usage rights to databases containing Plugilo API and XML obtained data combined with non-transformative subsidiary data added by Counterparty and provided through Counterparty's own managed data feed.

5. SECURITY AND PRIVACY

5.1 Security and Privacy Measures

Plugilo maintains commercially reasonable technical and organizational measures designed: (a) to secure its systems from unauthorized disclosure, access, or alteration; and (b) to protect against unlawful destruction or accidental loss, as may be further described at https://plugiloinc.com/knowledge-hub/plugilo-security-and-reliability.

5.2 Data Processing Addendum

If, in providing the Solutions, Plugilo processes Personal Information of Counterparty or its Authorized Users that is subject to Privacy Laws, Plugilo will process such Personal Information in accordance with this Agreement and any data processing addendum, if available, found at https://plugiloinc.com/knowledge-hub/plugilo-dpa-with-scc.

Counterparty agrees that if the parties have not agreed upon a Data Processing Addendum, or when a Data Processing Addendum is not in full force and effect for any other reason, Counterparty shall be prohibited from submitting to or otherwise processing Personal Information within the Plugilo applications if said processing is governed by data protection or privacy laws that require the execution of a processing agreement between the processor and the controller, such as the GDPR, and shall be obligated to immediately cease and desist from any such processing activities for as long as a Data Processing Addendum between the parties is not in full force and effect.

Plugilo's Data Processing Addendum is available at the URL above or by request to legal@plugilo.com and can be accepted by returning a signed copy of the Plugilo Data Processing Addendum Accession Agreement to legal@plugilo.com.

6. FEES AND PAYMENT

6.1 Fees

Counterparty will pay Plugilo the fees set forth in each Order, SOW, or as accepted through the Client Portal in accordance with this Agreement. Rates for paid Services are accessible through the Client Portal, and such rates become binding upon Counterparty's acceptance of the applicable rate schedule through the Client Portal interface.

If Counterparty's use and access of the Solutions exceeds its Licensed Entitlements, in addition to Plugilo's other remedies, Plugilo reserves the right to charge Counterparty for overages at Plugilo's then-current rates.

6.2 Payment Terms

Except as otherwise expressly provided in an Order, SOW, or Client Portal acceptance:

(a) Fees will be billed in accordance with the billing frequency (monthly, annually, one-time, or usage-based) specified in the applicable Order, SOW, or Client Portal acceptance. Recurring fees are billed in advance of each billing period. Usage-based fees are billed in arrears based on actual usage during the preceding billing period. All fees are non-refundable once paid, except as expressly provided otherwise in the applicable Order, SOW, or Client Portal acceptance.; and

(b) All invoices issued by Plugilo will be due and payable thirty (30) days after the invoice date.

If Counterparty fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law, provided that late charges will not accrue so long as Counterparty is actively disputing any invoices in good faith. Counterparty will reimburse Plugilo for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or late charges.

6.3 Taxes

The fees charged by Plugilo do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction (collectively "Taxes"). Counterparty agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Plugilo is legally required to collect, will be itemized on the invoice.

If Counterparty has an obligation to withhold any amounts under any applicable law or tax regime (other than U.S. income tax law), Counterparty will gross up the payments so that Plugilo receives the amount actually specified in the applicable Order, SOW, or Client Portal acceptance and invoiced. If Plugilo has a legal obligation to pay or collect Taxes for which Counterparty is responsible under this section, the appropriate amount will be invoiced and paid by Counterparty unless, prior to the invoice date, Counterparty provides Plugilo with a valid tax exemption certificate authorized by the applicable taxing authority.

6.4 Rate Schedules and Discounts

Rate schedules and discount structures for paid Services are maintained in the Client Portal. For rates and discounts to be operative, Counterparty must review and acknowledge agreement to the associated rate and discount schedules through the Client Portal interface. Upon such acceptance, the rates and discounts become part of this Agreement and are hereby incorporated by reference.

7. CONFIDENTIAL INFORMATION

7.1 Use and Disclosure

Each receiving party agrees that it will not disclose any Confidential Information of the disclosing party to anyone except its employees, contractors, and third-party service providers and advisors who have a need to know and are bound by confidentiality obligations no less restrictive than this Agreement, unless authorized by the disclosing party (e.g., through the Solution interface).

Confidential Information shall not include information that is:

(a) Generally known to the public without breach of this Agreement;

(b) Obtained by the receiving party from another source not known to have an obligation of confidentiality to the disclosing party;

(c) At the time of disclosure to the receiving party, already in the possession of the receiving party, free of any confidentiality obligation;

(d) Independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or

(e) Required by applicable law or regulation to be disclosed, provided that the receiving party shall give the disclosing party prompt notice of any such requested disclosure and shall comply with any valid protective order that is obtained by such other party.

7.2 Equitable Relief

The remedy at law for breach of a party's confidentiality obligations pursuant to this Agreement being inadequate, each party will be entitled, in addition to such other remedies as it may have, to preliminary and permanent injunctive relief and to specific performance for any breach or threatened breach of this Agreement by the other party without proof of any actual damages that have been or may be caused to it by such breach, and without the requirement of the posting of a bond.

8. WARRANTIES; DISCLAIMERS; LIMITATIONS ON LIABILITY

8.1 Plugilo Representations

Plugilo represents and warrants to Counterparty that during the Term:

(a) Plugilo will comply with all applicable laws and regulations, including Privacy Laws, in the performance of its obligations under this Agreement; and

(b) The Solutions will be provided or made available in accordance with the Documentation.

8.2 Counterparty Representations

Counterparty represents and warrants that Counterparty either owns wholly and outright or otherwise possesses and has obtained and provided all rights, approvals, licenses, consents, and permissions as are necessary to perform its obligations hereunder, to exercise its rights hereunder, and to grant the licenses granted by it under this Agreement.

8.3 General Representations

Each party represents and warrants that:

(a) The execution and performance of this Agreement, including use of the Solutions, will not conflict with or violate any provision of any law having applicability to such party; and

(b) This Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

8.4 Professional Services Warranty

Plugilo warrants that any Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ten (10) business days from the completion of any Services. As Counterparty's sole and exclusive remedy and Plugilo's entire liability for any breach of the foregoing warranty, Plugilo will promptly re-perform any Services that fail to meet this limited warranty.

8.5 General Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SOLUTIONS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND PLUGILO AND ITS AFFILIATES AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COUNTERPARTY ACKNOWLEDGES THAT PLUGILO DOES NOT WARRANT THAT THE SOLUTIONS WILL BE PROVIDED OR MADE AVAILABLE IN AN UNINTERRUPTED OR ERROR-FREE FASHION AT ALL TIMES, OR THAT THE SOLUTIONS WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, OR THAT THE SOLUTIONS WILL BE ACCURATE, COMPLETE, SUFFICIENT, OR ADEQUATE TO MEET COUNTERPARTY'S AND ITS AUTHORIZED USERS' REQUIREMENTS OR NEEDS.

8.6 Disclaimer of Indirect Damages

EXCEPT WITH RESPECT TO EACH PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS AND PAYMENT OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR

EXEMPLARY DAMAGE, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE, OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8.7 Limitation on Liability

Except with respect to either party's indemnification obligations hereunder, each party's maximum aggregate liability hereunder will not exceed the total amount of fees paid or payable to Plugilo under the Order or SOW under which the liability arose during the twelve (12) month period prior to the first date on which such liability arose (the "Cap"); provided, however, that with respect to any breach by Plugilo of its data security or privacy obligations in Section 5 that results in unauthorized access to Counterparty Content or Counterparty's Confidential Information, Plugilo's maximum aggregate liability hereunder will not exceed five (5) times the Cap.

8.8 Nature of Claims and Failure of Essential Purpose

The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. INDEMNIFICATION

9.1 Counterparty Indemnity

Counterparty will defend Plugilo, its directors, officers, affiliates, employees, contractors, and licensees (collectively the “Plugilo Indemnitees”) against any claims arising from:

(a) Counterparty Content, including, without limitation, (i) any claim that the Counterparty Content infringes, misappropriates, or otherwise violates any third party’s IPR, or (ii) any claim that the use, provision, transmission, display, or storage of Counterparty Content violates any applicable law, rule, or regulation or (iii) any claim arising from Counterparty’s failure to obtain a valid license from a third-party data provider linked by Counterparty to the Solutions;

(b) Any of Counterparty’s products or services; and

(c) Use of the Solutions by Counterparty or its Authorized Users in a manner not in accordance with this Agreement or the Documentation, including, without limitation, any breach of the license restrictions in Section 2.2.

In each case, Counterparty will indemnify and hold harmless each Plugilo Indemnitee against any damages and costs awarded or agreed in settlement by Counterparty (including reasonable attorneys’ fees) resulting from such claim; provided that Counterparty’s indemnity obligations will not apply to any such claim to the extent that such claim results from Plugilo negligently modifying Counterparty Content after it has been published by Counterparty. Each Plugilo Indemnitee may enforce the terms of this indemnity.

9.2 Indemnification Process

The foregoing indemnification obligations are conditioned on the indemnified party:

(a) Notifying the indemnifying party promptly in writing of such action, except where such failure to notify does not materially prejudice the indemnifying party;

(b) Reasonably cooperating in the defense; and

(c) Giving sole control of the defense and any related settlement negotiations to the indemnifying party; provided that the indemnifying party may not settle any claim in a manner that admits liability or otherwise prejudices the indemnified party, without the indemnified party’s prior written consent.

9.3 Infringement

If the Solutions are, or in Plugilo’s opinion are likely to become, the subject of any infringement-related claim, then Plugilo may, at its sole option and expense:

(a) Procure for Counterparty the right to continue using the Solutions; or

(b) Replace or modify the infringing technology or material so that the Solutions become non-infringing and remain materially functionally equivalent.

If Plugilo determines that neither alternative is commercially practicable, Plugilo may terminate this Agreement or the relevant Order and provide Counterparty a refund for any prepaid, but unused fees.

10. TERM AND TERMINATION

10.1 Term

The initial term of this Agreement begins on the Effective Date and expires at the end of the initial term specified in the relevant Order or Client Portal acceptance (the “Initial Term”). Following the Initial Term, this Agreement and any Order under this Agreement will automatically renew for additional periods of one (1) year (each a “Renewal Term,” and together with the Initial Term, the “Term”), unless either party has provided notice to the other party of non-renewal at least sixty (60) days in advance of the end of the then-current Term.

Plugilo reserves the right to change the fees or applicable charges and to institute new fees and charges upon renewal of the Term, provided that in the case of an automatic renewal of the Term, Plugilo will provide at least ninety (90) days’ prior notice to Counterparty of such new fees and charges (which may be sent by email or through the Solutions interface or Client Portal).

10.2 Termination for Cause

Either party may terminate this Agreement upon written notice to the other party in the event the other party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice.

10.3 Suspension of the Solutions

At any time during the Term, Plugilo may, immediately upon notice to Counterparty, suspend access to the Solutions for:

(a) A threat to the technical security or integrity of the Solutions;

(b) Any amount due under this Agreement is not received by Plugilo within thirty (30) days after it was due; or

(c) Counterparty’s or any Authorized User’s breach of Section 2.2 (Restrictions) of this Agreement.

10.4 Termination upon Bankruptcy or Insolvency

Either party may terminate this Agreement immediately upon written notice to the other party, in the event the other party:

(a) Becomes insolvent or unable to pay its debts when due;

(b) Files a petition in bankruptcy, reorganization, or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing;

(c) Discontinues its business; or

(d) Has a receiver appointed, or if there is an assignment for the benefit of its creditors.

10.5 Return/Deletion of Counterparty Content

Upon termination or expiration of this Agreement, Plugilo will maintain Counterparty Content for a period of thirty (30) days, and during such period, Counterparty may access and download Counterparty Content via standard export mechanisms, including through the Solutions interface or Client Portal. Upon request, Plugilo will deliver such Counterparty Content to Counterparty. After such period, Plugilo will delete such Counterparty Content.

10.6 Effect of Termination

Upon termination or expiration of this Agreement for any reason:

(a) Any amounts owed to Plugilo before such effective date of termination or expiration will be immediately due and payable; and

(b) All licenses and access rights granted will immediately cease to exist.

In addition, upon termination of this Agreement due to a material breach by Plugilo in accordance with Section 10.2, Plugilo will provide Counterparty a refund for any pre-paid, but unused fees.

Sections 1, 2.3, 3, 4, 6, 7, 8, 9, 10.5, 10.6, 10.7, and 11 will survive the termination or expiration of this Agreement for any reason.

10.7 Retention and Continued Use of Data Provided

Counterparty shall allow continued usage of earlier provided data after termination. Provisions related to the protection and usage of data shall survive any termination. Counterparty shall not unreasonably revoke access to Counterparty-provided data, including, but not limited to, product listings, published news content, influencer content, and associated Counterparty-provided information.

Counterparty shall provide usage rights to provided data for an additional period of three (3) years after any expiration or cancellation of this Agreement or any supporting addenda, amendments, or SOWs.

11. GENERAL PROVISIONS

11.1 Export Compliance

Counterparty represents, warrants, and covenants that it is not named on, or owned by or acting on behalf of any person named on, any U.S. government export restriction list, including the U.S. Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the U.S. Commerce Department's Denied Parties List, the U.S. Commerce Department's Entity List, and the U.S. Commerce Department's Unverified List, and it agrees to comply fully with all relevant export control and sanctions laws and regulations, including those of the United States ("Export Laws"), to ensure that neither the Solutions, any Counterparty Content, nor any technical data related thereto is:

(a) Used, exported, or re-exported directly or indirectly in violation of Export Laws; or

(b) Used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications.

Counterparty will complete any undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

Counterparty acknowledges and agrees that it shall not permit authorized users to access or use the Services in, or export any Plugilo content to, a U.S.-embargoed destination (currently Cuba, Crimea, Iran, North Korea, Sudan, or Syria).

11.2 Assignment

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, and any such assignment absent such consent or authorization shall be deemed null and void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law, or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

11.3 Publicity

Plugilo shall have the right to identify Counterparty as a customer of Plugilo, and to use and display Counterparty's name and logo in Plugilo's general marketing and reporting materials (such use to be in accordance with Counterparty's brand guidelines, if Counterparty provides such guidelines to Plugilo in writing). Counterparty shall have the right to identify Plugilo as the provider of the Solutions, and to use Plugilo's name and logo in connection with Counterparty's use of the Solutions, in accordance with Plugilo's brand guidelines available at: https://corporate.plugilo.com/knowledge-hub/brand-guidelines/.

11.4 Notices

All notices, consents, and approvals under this Agreement must be delivered via email or in writing by courier or by certified or registered mail to Counterparty at the address set forth in the signature block and to Plugilo by email to legal@plugilo.com and will be effective upon receipt. Either party may change its address by giving the other party notice of the new address.

11.5 Waivers

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.6 Severability

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

11.7 No Third-Party Beneficiaries

Other than as set forth herein, the parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors, and permitted assigns. Other than as set forth herein, this Agreement will not confer upon any person or entity other than the parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.8 Construction

The parties intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

11.9 Force Majeure

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, war, act of terror, denial of service or other malicious attacks, telecommunications failure or degradation, material changes in law, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

11.10 Arbitration

For any dispute Counterparty has with Plugilo, Counterparty agrees to first contact Plugilo and attempt to resolve the dispute with Plugilo informally. If Plugilo needs to contact Counterparty,

Plugilo will do so at the email address associated with Counterparty's account. If Plugilo has not been able to resolve the dispute with Counterparty informally, the parties agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement through binding arbitration.

Arbitration is a more informal way to resolve disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery, and is subject to very limited review by courts. Counterparty agrees that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that Counterparty and Plugilo are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of this Agreement.

Arbitration Procedures:

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. Forms are available at www.adr.org. Unless Counterparty and Plugilo agree otherwise, the arbitration will be conducted in the county (or parish) where Counterparty resides.

Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules, except that Plugilo will pay for Counterparty's reasonable filing, administrative, and arbitrator fees if Counterparty's claim for damages does not exceed $75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

If Counterparty's claim is for $10,000 or less, the parties agree that Counterparty may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Counterparty's claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property, or unauthorized access to the Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. COUNTERPARTY AGREES THAT, BY ENTERING INTO THIS AGREEMENT, COUNTERPARTY AND PLUGILO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO COUNTERPARTY.

To the extent any claim, dispute, or controversy regarding Plugilo or the Services isn't arbitrable under applicable laws or otherwise, Counterparty and Plugilo both agree that any claim or dispute regarding Plugilo will be resolved exclusively in accordance with Section 11.11. This arbitration provision does not govern collection actions.

11.11 Governing Law and Venue

This Agreement will be governed by the laws of the State of Delaware, excluding conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Collection Actions: Any collection action for amounts due under this Agreement will be brought in the Circuit Court for Hillsborough County, Florida, or in the U.S. District Court for the Middle District of Florida, sitting in Tampa, Florida, and the parties hereby submit to the personal jurisdiction of these courts. The choice of law for collection actions shall be Florida law.

Notwithstanding the foregoing, Plugilo may bring an action with respect to intellectual property infringement or breach of Counterparty's confidentiality obligations in any court of competent jurisdiction.

11.12 Aggregate Anonymous Data

Counterparty acknowledges and agrees that Plugilo may collect non-personally identifiable statistical metadata and metrics regarding Counterparty's use of the Services in order to improve the quality and delivery of the Services and for internal reporting purposes. Counterparty further acknowledges and agrees that Plugilo may aggregate data relating to the Services with other data in an anonymous fashion and use such aggregate anonymous data for any purpose, including but not limited to:

(a) General reporting, including the compilation of aggregate statistics that may be provided to existing and potential customers; and

(b) Scheduling and optimization of delivery of creative content across all campaigns, including websites, networks, and any other advertising inventory reached by the Services.

In no event will Counterparty have the right to access such aggregate anonymous data, unless otherwise expressly agreed upon in an applicable Order, SOW, or through the Client Portal..

11.13 Modifications

If Plugilo makes a material change to this Agreement, then Plugilo will notify Counterparty by sending an email to the notification email address associated with Counterparty's account. If the change has a material adverse impact on Counterparty and Counterparty does not agree to the change, Counterparty must so notify Plugilo via email at legal@plugilo.com within thirty (30) days after receiving notice of the change. If Counterparty notifies Plugilo as required, then Counterparty will remain governed by the Agreement in effect immediately prior to the change until the end of the Term for the then-active Order(s).

11.14 Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

11.15 Entire Agreement

This Agreement, along with selections, scope, rates, and duration of Services as accepted through the Client Portal, constitutes the final and complete understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, discussions, or negotiations. No provisions and conditions on invoices, purchase orders, order acknowledgments, or the like will have any force or effect on the parties.

This Agreement may be amended only by a written document signed by both parties. In the event of any inconsistency between the following documents, the order of precedence shall be: (a) the applicable Order or SOW; and (b) this Agreement.

This Agreement, together with all Orders, SOWs, and the selections, scope, rates, discount structures, and duration of Services as accepted by Counterparty through the Client Portal, constitutes the final and complete understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, discussions, or negotiations. No provisions and conditions on invoices, purchase orders, order acknowledgments, or the like will have any force or effect on the parties. This Agreement may be amended only by a written document signed by both parties. In the event of any inconsistency between the following documents, the order of precedence shall be: (a) the applicable Order or SOW; (b) the terms accepted by Counterparty through the Client Portal; and (c) this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Master Subscription Services Agreement as of the Effective Date.

PLUGILO, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPARTY:

Enterprise/Corporate Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Contact Information:

Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

* * *

END OF AGREEMENT

version 2026-0115