



Grovia Inc.

Terms & Conditions | Master Services Agreement

1. Definitions.

(a) **"Aggregated Statistics"** means data and information related to Customer's use of the SaaS Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

(b) **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the SaaS Services has been purchased hereunder.

(c) **"Company Materials"** means the SaaS Services, Documentation, Company Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions that are provided or used by Company in connection with the SaaS Services. For the avoidance of doubt, Company Materials include Aggregated Statistics and any information, data, or other content derived from Company's monitoring of Customer's access to or use of the SaaS Services, but do not include Customer Data. For the further avoidance of doubt, Company Materials include all Partner Identification Information except that which constitutes Customer Data under this Agreement.

(d) **"Company Systems"** means the information technology infrastructure used by or on behalf of Company in performing the SaaS Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services.

(e) **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SaaS Services or the Partner Marketing Services, including, as between the parties, Partner Identification Information transmitted by or on behalf of Customer or an Authorized User through the SaaS Services

(f) **"Documentation"** means Company's user manuals, handbooks, and guides relating to the SaaS Services provided by Company to Customer either electronically or in hard copy form.

(g) **"Order Form"** means a form signed by Customer and by Company setting out the SaaS Services and Partner Marketing Services Customer has purchased.

(h) **"Partner Identification Information"** means data and information used to identify Partners including, without limitation, Partner names, domains, URLs, social media information, contacts, and contact information provided via Grovia's Partner databases and SaaS Services.

(i) **"Partners"** means third parties that Company's SaaS Services and Partner Marketing Services are designed to help Company's prospective customers connect with, including affiliates, publishers, agencies, influencers, content creators, advertisers, brands, and merchants.

(j) **"Partner Marketing Services"** has the meaning set forth in the Order Form.

(k) **"SaaS Services"** has the meaning set forth in the Order Form.



(1) **"Third-Party Products"** means any third-party products incorporated into the SaaS Services.

2. SaaS Services Access and Use.

(a) Access. Subject to and conditioned on Customer's payment of Fees and compliance with the Agreement, Company grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(b) Documentation License. Subject to the terms and conditions contained in the Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with Customer's use of the SaaS Services.

(c) Use Restrictions. Customer shall not use the SaaS Services for any purposes beyond the scope of the access granted in the Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Company reserves all rights not expressly granted to Customer in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company Materials.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SaaS Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company Materials; (B) Customer's or any Authorized User's use of the Company Materials disrupts or poses a security risk to the Company Materials or to any other customer or vendor of Company; (C) Customer, or any Authorized User, is using the Company Materials for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the SaaS Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the SaaS Services; or (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SaaS Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company monitor Customer's use of the SaaS Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the SaaS Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with



applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(g) SaaS Service Levels. Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make the SaaS Services available.

(h) Changes. Company reserves the right to make any changes to the SaaS Services and Company Materials that Company deems necessary or useful in Company's sole discretion.

3. Customer Responsibilities for SaaS Services.

(a) General. Customer is responsible and liable for all uses of the SaaS Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the Agreement provisions as applicable to such Authorized User's use of the SaaS Services, and shall cause Authorized Users to comply with such provisions.

4. Partner Marketing Services.

(a) Work.

(i) Company shall perform the Partner Marketing Services and provide the related deliverables that may be specified in an Order Form or Statement of Work, if applicable. Except as set forth in Section 4(a)(ii), as between Company and Customer, all right, title, and interest in any deliverables, and all intellectual property rights therein, provided to Customer by Company in performing the Partner Marketing Services shall belong to Customer. Company agrees that with respect to any deliverables that qualify as "work made for hire" as defined in 17 U.S.C. §101, such deliverables are hereby deemed "work made for hire" for Customer. To the extent any of the deliverables do not constitute "work made for hire," Company hereby irrevocably assigns to Customer all right, title, and interest in and to the deliverables, including all intellectual property rights therein.

(ii) Except for Partner Identification Information that constitutes Customer Data, Company and its licensors are, and shall remain, the owners of all right, title, and interest in and to the Partner Identification Information contained in any deliverables. Company hereby grants to Customer an irrevocable, worldwide, perpetual, royalty-free, fully paid up, non-exclusive license to use and otherwise exploit such Partner Identification Information contained in any deliverables, provided that in doing so Customer may not violate any other terms of this Agreement. Customer may assign, transfer, and sublicense (through multiple tiers) such rights to others without Company's approval. For the avoidance of doubt, nothing in this Section 4(a)(ii) shall entitle Customer to continued access to the SaaS Services or the Partner Marketing Services beyond that access which is provided for in Section 11(c)(ii) following expiration or termination of this Agreement.

(b) Customer Obligations. Customer shall:

(i) cooperate with Company in all matters relating to the Partner Marketing Services, including without limitation collaborating to identify suitable Partners for Customer, and appoint a Customer employee to serve as the primary contact with respect to the Partner Marketing Services and who will have the authority to act on behalf of Customer with respect to matters pertaining to the Partner Marketing Services;



(ii) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Partner Marketing Services in accordance with the requirements of this Agreement;

(iii) provide such information as Company may reasonably request, in order to carry out the Partner Marketing Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and

(iv) fairly compensate Partners Company recruits for Customer based on their performance and in a timely manner.

5. Fees and Payment.

(a) Fees. Customer shall pay the fees ("**Fees**") as set forth in any applicable Order Form. If Customer fails to make any payment when due, without limiting Company's other rights and remedies, Company may suspend Customer's and Customer's Authorized Users' access to any portion or all of the SaaS Services and/or may suspend provision of Partner Marketing Services to Customer until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

6. Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

7. Intellectual Property Ownership; Feedback.

(a) Company Materials. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company Materials and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the SaaS Services and the Partner Marketing Services to Customer, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Partner Identification Information that constitutes Customer Data under this Agreement. Notwithstanding anything herein to the contrary,



Company retains the right to use for other purposes any general market research that it performs, develops or collects in the course of performing Partner Marketing Services and/or SaaS Services under this Agreement as long as in the good faith determination of Company the use of such material does not (a) reflect adversely on Customer or Customer's products or services; or (b) adversely affect Customer's competitive positioning. To the extent Company incorporates any Company Materials into the Partner Marketing Services and/or SaaS Services, such Company Materials shall remain the sole and exclusive property of Company. Company hereby grants to Customer a non-exclusive, limited, irrevocable, royalty-free, world-wide license to use solely for its own benefit that portion of Company Materials as it exists at the time of the engagement that is necessary for Client to make use of the Partner Marketing Services and/or SaaS Services.

(c) Data; Subcontracting. Notwithstanding any provision to the contrary in this Agreement, Company will be permitted to collect, use, reproduce, display, store, modify, reformat, process, and create derivative works from data collected via the Partner Marketing Services and/or the SaaS Services in perpetuity for its own internal research and development purposes, including improvement of the Partner Marketing Services, SaaS Services and/or Company Materials, in each case in accordance with applicable laws and regulations. Company shall not share data with any third party, except as follows: (a) Company may share data with any of Company's independent contractor(s) for purposes of improving Partner Marketing Services, SaaS Services and/or Company Materials; provided, however, such independent contractor(s) are subject to a non-disclosure agreement for purposes of protecting data from unauthorized disclosure; (b) Company may share data with the express written consent of Customer; and/or (c) Company may share data as required to satisfy regulatory or other legal obligations.

8. Representations and Warranties; Warranty Disclaimer.

(a) Mutual. Each party represents and warrants to the other party that:

(i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(iii) the execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized by all necessary corporation action of the party; and

(iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Company. Company represents and warrants to Customer that:

(i) it shall perform the Partner Marketing Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(ii) it is in compliance with, and shall perform the Partner Marketing Services in compliance with, all applicable laws.

(c) Disclaimer. THE COMPANY MATERIALS ARE PROVIDED "AS IS" AND, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES



ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Company Indemnification.

(i) Company shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SaaS Services, or any use of the SaaS Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the SaaS Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the SaaS Services not made by Company; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the SaaS Services in a manner not authorized by the Agreement; (iii) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (iv) modifications to the SaaS Services not made by Company, provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at Company's option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR



DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO COMPANY UNDER THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term.

(i) The "**Term**" of the Agreement shall be the duration of the then in effect Initial Term or Renewal Term(s) of the applicable Order Form(s). For the avoidance of doubt, the Term will commence on the Effective Date set forth in the initial Order Form and will continue until all Order Forms are terminated in accordance with Section 11(b) of the Agreement, or all Order Forms have expired.

(ii) The "**Initial Term**" of each Order Form will commence on the Effective Date set forth on such Order Form and will continue for the subscription period set forth in such Order Form. Unless otherwise set forth in the Order Form, each Order Form will automatically renew after the Initial Term for additional periods of the same duration as the Initial Term (each, a "**Renewal Term**"), unless either party gives prior written notice of its intent not to renew such Order Form no less than thirty (30) days prior to the end of the then-current term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Company may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after Company's delivery of written notice thereof; or (B) breach any of its obligations under Section 2(c) or Section 6;

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination; Post-Termination Access.

(i) Except as otherwise set forth in Section 11(c)(ii), upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Company Materials and, without limiting Customer's obligations under Section 6 Customer shall delete, destroy, or return all copies of the Company Materials and certify in writing to Company that the Company Materials have been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.



(ii) Notwithstanding anything to the contrary herein, for a period of thirty (30) days after the expiration or termination of this Agreement, Customer may retrieve Customer Data from the SaaS Services and Company shall provide Customer with the same Customer Data retrieval assistance that Company generally makes available to all customers.

(d) Survival. This Section 11(d) and **Error! Bookmark not defined.** 1, 4, 5 6, 7, 8(c), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Public Announcements. Neither party shall use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that Company may include Customer's name and other indicia in Company's lists of its current or former customers in promotional and marketing materials.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth in the Order Form (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any



jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or related to the Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.



ADDENDUM NO. 1
TO MASTER SERVICES AGREEMENT

Partner Programs

If the parties have indicated that these terms are applicable by signing this Addendum No. 1 below, the terms and conditions of this Addendum No. 1 are incorporated within the Master Services Agreement to which this Addendum No. 1 is attached, as if fully set forth therein. These terms are applicable to programs Grovia manages (“Partner Programs”) in relation to companies with whom Customer partners for online marketing purposes and that have entered into a written agreement directly with Customer for performance of such relevant services, within the scope contemplated by this Agreement (“Partners”).

1. **Customer Content.** Customer is solely responsible for all content it provides to Grovia or approves for use in connection with Customer’s products and services. All such content, products and services must comply with all applicable laws, rules and regulations. Grovia will make reasonable efforts to promote compliance by Partners with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising regarding disclosure of affiliate links and potential payments from Customer, as well as similar disclosure requirements applicable in countries outside of the United States, to the extent applicable to the actions of Partners. Notwithstanding anything to the contrary, Customer acknowledges that Grovia is not a law firm and is not providing legal advice, and in no event shall Grovia ever be liable for the acts or omissions of any Partners.

2. **Clarification of Partner Liability and Relationship to Customer.** It is agreed and understood that Partners are not contractors, consultants or agents of Grovia, and that Grovia has not assigned its obligations under this Agreement to any such Partners. Grovia and Customer acknowledge and agree that Grovia will not be liable for any acts of Partners, Customer’s sole remedy being in the terms and conditions of the contract between Customer and the Partner. Likewise, Customer alone is responsible for its actions in relation to its Partners, and for fulfilling all of its obligations under its contracts with Partners.

3. **Tax Matters.** Customer acknowledges that the laws applicable in certain jurisdictions, whether adopted as a statute, rule, regulation, directive, or pronouncement of an agency may result in Customer being treated as having a taxable presence in such jurisdiction for income, gross receipts, sales and use, transfer, and any other tax purposes based on an Internet marketing affiliate thereof doing business in such jurisdiction or other economic or business activities, which may result in tax reporting, withholding, and payment obligations within any such jurisdiction. Customer shall be solely responsible for ensuring that it is in compliance with all applicable laws, rules, and regulations, including but not limited to those regarding the tax laws of federal, state, local, or non-U.S. jurisdictions. Customer is strongly encouraged to seek independent professional tax and legal advice. Customer acknowledges and agrees that (i) neither Grovia, nor any of its or its affiliates’ officers, directors, members, managers, employees, or agents have provided any tax advice to Customer, and (ii) Customer either has sought or will seek such advice or has decided not to seek such advice in its own sole discretion. Grovia shall not be liable to Customer for any act, omission, or failure to act with respect to any tax matters whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their authorized representatives, incorporating this Addendum into the Agreement effective as of this ___ day of _____ 2022.

Customer:

Grovia Inc.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____