

**APP ANNIE MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

- 1. Definitions.** Any capitalized terms not defined in this MSA will have the meaning set forth in the Agreement.
  - 1.1 “App Annie” means the App Annie entity set forth in the Order Form.
  - 1.2 “Customer” means the entity that signs the Order Form and expressly excludes any related entities, affiliates, subsidiaries, partners, customers, clients, or third-party agents.
  - 1.3 “Subscription Start Date” has the meaning set forth in the initial Order Form.
  - 1.4 “Order Form” means an ordering document for the Services that incorporates this MSA by reference and is entered into by the parties.
  - 1.5 “Services” means those services identified in the Order Form.
  - 1.6 “Subscription Term” means the term of the subscription identified in the applicable Order Form, including all renewals, for the Services.
- 2. Payment.**
  - 2.1 Customer agrees to pay the fees set forth in the Order Form. Unless otherwise expressly stated in an Order Form, all payments are due in United States Dollars. Customer will pay all wire, electronic transfer, and administrative fees associated with its payment of fees under the Agreement; such fees may not be deducted from the amount payable to App Annie hereunder. Payment obligations are non-cancelable, fees paid are non-refundable, and Customer shall not withhold, reduce, or set-off fees owed under the Agreement.
  - 2.2 If Customer in good faith disputes the accuracy of any portion of an App Annie invoice, then Customer shall pay all undisputed amounts when due, but may withhold any portion that is disputed in good faith pending resolution of the dispute, provided that Customer provides App Annie with written notice of such dispute within thirty (30) days of receipt of the invoice and provides reasonable detail for the basis of such dispute; otherwise such invoice will be deemed undisputed and due. If it is determined that Customer owes the disputed charges, then such charges will be paid with interest accrued beginning on the date such charges were originally due at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.
  - 2.3 Customer is responsible to maintain complete and accurate billing and contact information with App Annie to avoid termination or interruption of the Services. If Customer fails to pay any amount owed by the date such amount is due then App Annie may, without limiting its rights and remedies: (a) suspend or terminate Customer’s use of the Services until such amounts are paid in full; and (b) charge Customer interest on the outstanding amount at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. Customer agrees to reimburse App Annie for all costs, expenses and attorneys’ fees to collect past due balances and interest.
  - 2.4 Customer is responsible for all applicable taxes under the Agreement (other than those based on App Annie’s income) unless Customer provides App Annie with a valid exemption certificate (authorized by the applicable governmental authority) at least five (5) days prior to the applicable payment due date. All prices are exclusive of all taxes, duties, VAT, withholdings and other government assessments (if payable and subject to provision of a proper tax invoice).
- 3. Term and Termination.**
  - 3.1 The term of the Agreement will commence on the Subscription Start Date and continue thereafter for the duration of the Subscription Term (as applicable). Upon expiration of the Subscription Term or any renewal term, the Agreement shall automatically renew for the same duration as the prior period unless either party provides notice of non-renewal at least ninety (90) days before the expiration of the then-current term. Non-renewal notifications by Customer must be emailed to [cancellation@appannie.com](mailto:cancellation@appannie.com) and must identify the Customer’s name and the corresponding Order Form number. All terms and conditions of the MSA shall remain in effect until termination of the Agreement.
  - 3.2 A party may terminate the Agreement (a) upon thirty (30) days’ written notice to the other party of the other party’s material breach, unless such breach is cured during that thirty (30) day period, or (b) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. Notice of a material breach shall specify in reasonable detail the facts and circumstances constituting such breach.
  - 3.3 App Annie may suspend (with or without prior notice) the Services and/or terminate (immediately upon notice) (i) the Services in accordance with Section 6.1(iii) below, or (ii) the Agreement in the event that Customer (or any of its affiliates, if applicable) materially breaches the Agreement by commercially offering products and/or services that display any portion of the Services, including, without limitation, any mobile app download, revenue and/or usage trends (i.e., anything other than data solely about apps owned and operated by Customer that Customer sources on its own and which is not part of the Services). In the event of such suspension or termination, App Annie’s obligations under the Agreement will be deemed to be fully discharged, no refunds will be issued, and any unpaid fees under the Agreement for the Subscription Term shall be immediately due and payable, in addition to any other rights or remedies available to App Annie under the Agreement or applicable laws.
  - 3.4 Upon the effective date of termination of the Agreement, App Annie will cease providing the Services to Customer and Customer’s right to use the Services and Confidential Information shall terminate.
  - 3.5 Sections 1, 2, 3.5, 4, 5, 6, 7, 8, 10, 11, and 13 of the MSA, and those sections of the Supplement(s) identified as surviving by their terms, shall survive the termination of the Agreement.
- 4. Confidentiality.**
  - 4.1 “Confidential Information” means: (a) the information that the disclosing party designates as confidential at the time of disclosure or that should reasonably be understood to be confidential information of the disclosing party; (b) with respect to Customer, if applicable, Customer Data and Customer login credentials to access Data Sources; and (c) with respect to App Annie, it also means the Services, all pricing under the Agreement, the terms of the Agreement, business plans, and product and service designs. Confidential Information does not include information that: (i) is or becomes publicly available through no fault attributable to the receiving party; (ii) at the time of disclosure by disclosing party was already known to the receiving party free of any confidentiality obligation; (iii) is lawfully received by the receiving party from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 4.
  - 4.2 The party receiving Confidential Information will: (a) protect all Confidential Information of the disclosing party as confidential with at least the same degree of care that it uses to protect its own similar Confidential Information, but not less than a reasonable standard of care; (b) not use or disclose any Confidential Information of the disclosing party for any purpose except (i) to exercise its rights and

fulfill its obligations under the Agreement, or (ii) in furtherance of a business relationship of the parties; or (c) except as set forth in Section 4.3 below, not disclose any Confidential Information to any third party other than its personnel, representatives or Authorized Users whose access is necessary for purposes consistent with the Agreement and who are bound by obligations of confidentiality no less stringent than those set forth herein.

- 4.3 The receiving party may disclose Confidential Information to comply with applicable law, provided the receiving party gives the disclosing party prior notice of the compelled disclosure or legal proceeding (to the extent permitted by law) and reasonable assistance to and cooperation with the disclosing party, at the disclosing party's cost, if the disclosing party desires to contest the disclosure. The parties agree that money damages are an inadequate remedy for breach of the obligations in this Section 4, and that any such breach would result in irreparable harm to the disclosing party. Therefore, in the event of any such actual or threatened breach, the disclosing party will be entitled, in addition to any other rights or remedies available to it at law or equity, to seek specific performance or injunctive relief without the posting of a bond.
- 4.4 Notwithstanding anything to the contrary, App Annie may use Customer's name and standard logo in customer listings or as part of App Annie's promotional and marketing efforts.

#### **5. Warranties.**

- 5.1 Each party represents and warrants that it has, and will maintain, the full right and authority to enter into the Agreement.
- 5.2 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND AND APP ANNIE DOES NOT GUARANTEE THE ACCURACY OR AVAILABILITY OF ANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, APP ANNIE DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF ANY FUTURE FUNCTIONALITY, OR ON ANY ORAL OR WRITTEN PUBLIC COMMENTS OR ADVERTISING OF APP ANNIE, IN ITS PURCHASE OF THE SERVICES.

#### **6. Indemnification.**

- 6.1. App Annie will defend Customer against claims brought against Customer by any third party alleging that App Annie knowingly infringed third-party patents. App Annie will indemnify Customer against all damages and costs (including reasonable attorney fees) finally awarded against Customer (or the amount of any settlement App Annie enters into) with respect to these claims. App Annie's obligations under this Section 6.1 will not apply if the claim results from Customer's: (a) use of the Services in violation of, or inconsistent with, the Agreement; (b) use of the Services in combination with any equipment, data, documentation, product or service not provided by App Annie; (c) failure to use an upgrade or replacement version of the Services when such version has been made available; or (d) negligent or fraudulent acts or omissions. In the event of a claim, App Annie may, in addition to the foregoing, at its sole option and expense: (i) procure for Customer the right to continue using the Services under the terms of the Agreement; (ii) replace or modify the affected Services to be non-infringing and substantially equivalent in functionality; or (iii) terminate Customer's subscription to the affected Services and refund to Customer a prorated portion of prepaid unused fees for such Services.
- 6.2 Customer will defend App Annie against claims brought against App Annie by any third party related to: (a) Customer's use of the Services other than as expressly permitted in the Agreement; and (b) if applicable, Customer Data. Customer will indemnify App Annie against all damages and costs (including reasonable attorney fees) finally awarded against App Annie (or the amount of any settlement Customer enters into) with respect to these claims.
- 6.3 The party against whom a third-party claim is brought: (a) shall notify the indemnifying party in writing of any such claim within thirty (30) days of learning of such claim; (b) shall make no admissions or settlements without the indemnifying party's prior written consent; (c) shall reasonably cooperate in the defense and give the indemnifying party all information and assistance as it may reasonably require; and (d) may participate in the defense (at its own expense) through counsel reasonably acceptable to the party providing the defense. The party that is obligated to defend a claim will have the right to fully control the defense. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.
- 6.4 The provisions of this Section 6 state the sole, exclusive, and entire liability of a party to the other party, and is the other party's sole remedy, with respect to claims covered in this Section 6.

#### **7. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO (A) CUSTOMER'S OBLIGATIONS TO PAY FEES, (B) CUSTOMER'S SHARING, REDISTRIBUTION OR OTHER USE OF THE SERVICES IN VIOLATION OF THE AGREEMENT, AND (C) IF APPLICABLE, DAMAGES INCURRED BY APP ANNIE RELATED TO CUSTOMER DATA, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES AND (II) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID TO APP ANNIE UNDER THE AGREEMENT DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY.

#### **8. Ownership.**

Except as otherwise expressly granted under the Agreement, Customer retains all ownership and intellectual property rights in and to Customer Confidential Information, Customer Data (if applicable), and contents of Reports, if applicable. App Annie owns and retains all rights, titles and interests and all intellectual property rights, including, without limitation, all copyrights, trademarks, patents, goodwill, trade secrets, and moral rights, in and to the Services, App Annie Confidential Information, Aggregated Data, industry-specific performance reports as part of App Annie's Performance Index, and all documentation, specifications, guidelines, trade names, graphics, sounds, content, and materials made available to Customer, and usage data collected in connection with Customer's use of the Services, and any and all derivative works thereof. The Services are never undertaken or provided to Customer as works for hire as such term is defined under U.S. copyright laws. All rights not expressly granted to Customer are reserved by App Annie.

#### **9. Security.**

- 9.1 If Customer provides App Annie with Customer Data, App Annie will use reasonable security technologies in providing the Services in accordance with commercially reasonable industry standards and measures designed to protect the security, confidentiality and integrity of Customer Data.

9.2 Customer uses and will maintain commercially reasonable and appropriate security standards and measures to protect against unauthorized access and use of its systems and devices through which its Authorized Users access and use the Services. Neither Customer nor its Authorized Users will: (a) share any App Annie account credentials (including usernames and passwords) either within its organization or with third parties; (b) obtain, attempt to obtain, access, or use any account information relating to any other App Annie user; (c) abuse or misuse the application program interface calls to the Services if any are allocated to Customer pursuant to the applicable Order Form, (d) probe, scan, or conduct vulnerability or penetration testing of the Services or any related system or network; (e) interfere with the network, send a virus, overload, flood, spam, or mail-bomb the Services; or (f) except to the extent such rights cannot be validly waived by law, decipher, decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code, underlying logic, or software used to provide the Services. Customer is responsible for all activity associated with its App Annie account(s) and its access and use of the Services. Customer will notify App Annie immediately upon any unauthorized access or use of the Services, including but not limited to unauthorized access or use of any password or account or any other known or suspected breach of security. Customer shall ensure that, if applicable, Customer Data does not contain health, payment card, or similarly sensitive personal information that imposes specific data security obligations on the processing of such data.

**10. Feedback.**

Customer grants to App Annie a worldwide, perpetual, irrevocable, royalty-free right to use, disclose, and incorporate into the Services, or any future App Annie, its affiliates', or partners' product or service, without Customer's consent, at App Annie's discretion, any suggestion or request for improvement, modification, or enhancement, comments, ideas, reviews, recommendation, correction, or other feedback provided by Customer to App Annie (collectively, "Feedback"). For the avoidance of doubt, Feedback shall not be considered Confidential Information under the Agreement, and neither App Annie nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of Feedback.

**11. Aggregated Data.**

Notwithstanding anything to the contrary under the Agreement, App Annie may, if applicable, use information derived, in whole or in part, from Customer Data that does not identify the Customer or any individual ("Aggregated Data"). For the avoidance of doubt, Aggregated Data shall not be considered "Customer Data" as defined in the Agreement. App Annie may use Aggregated Data for its business purposes.

**12. Third Party Services.**

The Services may include links to third-party websites ("Third-Party Services"). Such Third-Party Services are subject to terms and conditions of those third parties and are not part of the Services and the Agreement does not apply to them. App Annie is not responsible or liable for: (a) the availability or accuracy of such Third-Party Services; or (b) the content, products, or services on or available from such Third-Party Services. App Annie does not endorse any Third-Party Services. Customer acknowledges and agrees that Customer is solely responsible for and assumes all risk arising from Customer's use of any Third-Party Services.

**13. General**

13.1 **Assignment.** Customer may not assign or transfer the Agreement or any of its rights or obligations thereunder, to any party without the prior written consent of App Annie; any assignment in violation of this Section 13.1 shall be deemed null and void.

13.2 **Export Control.** App Annie's Services and Confidential Information are subject to export control laws of various countries, including the laws of the United States. Customer will not export or provide any App Annie Confidential Information to countries, persons or entities if prohibited by export laws.

13.3 **Relationship of the Parties.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.4 **Force Majeure.** Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.5 **Notices.** Except as otherwise set forth in the Agreement, all notices will be in writing and given: (a) when delivered to the relevant party's physical address set forth in an Order Form with copy to the legal department; or (b) when received electronically by App Annie at legal@appannie.com and to Customer at their email address for notices set forth in the Order Form. Notices pertaining to the Services (e.g., operation or support) may be in the form of an electronic notice to Customer's administrator.

13.6 **Governing Law; Waiver.** Any dispute arising out of or related to the Agreement will be construed in accordance with the laws of England and Wales, without giving effect to any choice of law principles. The courts located in London, England shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to the Agreement. Electronic signatures that comply with applicable law are deemed original signatures. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13.7 **Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement of the parties related to the subject matter of the Agreement and supersedes and cancels all prior and contemporaneous agreements (including any confidentiality or non-disclosure agreements), proposals, quotes, marketing materials, or representations, written and oral, concerning the subject matter of the Agreement. Notwithstanding the foregoing, the Agreement does not govern access or use of any cost-free App Annie products or services made available through mobile applications, which shall be governed by the terms and conditions applicable to and/or referenced in such mobile applications for such cost-free products or services. The Agreement will prevail over the terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if App Annie accepts or does not otherwise reject such purchase order. The Agreement may be modified solely in writing executed by the parties.