

Terms of Service

These Terms of Service (also referred to herein as the “**Terms**”) constitute a binding agreement between You (as defined below), and Sensor Tower, Inc. (“**Sensor Tower**”, “**We**,” “**Us**,” “**Our**”), a Delaware Corporation, having a principal address at 2261 Market Street #4331, San Francisco, CA 94114, with respect to the Service(s) (as defined below). These Terms are effective as of the date You accept them by clicking a button or checking a box stating “I accept,” “I agree,” or similar language in reference to these Terms (or, if earlier, the date You begin accessing the Service(s)), or the date You execute an Order Form referencing these Terms. Any previous agreement You have with AppMagic Inc., data.ai inc., data.ai Europe Limited, Pathmatics, Inc., Playliner OY, or Video Game Insights LTD relating to the Service(s) (or features thereof), is superseded by these Terms.

PLEASE READ THESE TERMS CAREFULLY. BY ENTERING THESE TERMS, YOU:

1. ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND BY SUCH OTHER TERMS, CONDITIONS, POLICIES, AND DOCUMENTS THAT MAY BE INCORPORATED HEREIN BY REFERENCE; AND
2. AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE).

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE ORGANIZATIONAL AND LEGAL AUTHORITY NECESSARY TO ENTER INTO THESE TERMS ON SUCH ORGANIZATION’S BEHALF AND TO BIND SUCH ORGANIZATION. THESE TERMS REQUIRES THE USE OF BINDING ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS, IN ACCORDANCE WITH SECTION 26 (DISPUTE RESOLUTION) BELOW.

1. Definitions. The terms below have the following meanings:

- A. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.
- B. “**AI**” or “**Artificial Intelligence**” broadly means any technology, device, computer system, and/or software that is trainable, configurable, and able to perform tasks ordinarily performed by humans using human intelligence, including, but not limited to, learning from data, reasoning, problem-solving, generating content, or making predictions or recommendations.
- C. “**AI Model**” (or “**Artificial Intelligence Model**”) means any AI designed to perform tasks that are typically performed by humans using human intelligence, including but not limited to learning from data, pattern recognition, reasoning, problem-solving, generating content, making predictions or recommendations, etc. This includes, without limitation, machine learning (“ML”) models, deep learning models, large language models (“LLMs”), generative adversarial networks (“GANs”), neural networks, and any other computational means capable of processing, analyzing, creating, and/or modifying data or content, regardless of whether such system is proprietary, publicly available, commercial, open-source, or otherwise.
- D. “**AI Tool**” means any AI Model, AI-powered tool, software, service, platform, or system that utilizes artificial intelligence or machine learning, whether proprietary, third-party, open-source, cloud-hosted, or on-premise.
- E. “**APIs**” are application programming interfaces or other programmatic interfaces for interfacing, connecting, or exchanging information with the Service(s).
- F. “**App Platforms**” mean application platforms (such as Apple App Store™, Google Play Store™, and Google Firebase™), any other app store developer portals, and any other online data site, service, or source providing digital distribution, analytics, advertising, and monetization.
- G. “**App Platform Accounts**” mean accounts that You use to access an App Platform, including but not limited to Apple App Store, Google Play Store, Steam Store, and Firebase Store (each an “App Platform Account”). Connecting the App Platform Accounts with our Service(s) is optional except where required by an Order Form or subscription plan as a condition of certain Service(s).

- H. **“Apps”** mean the applications provided by or developed using the App Platforms and for which insights are provided by the Service(s).
- I. **“Authorized User(s)”** means "(1) if You are an organization, Your individual employee(s) who access the Service(s) on your behalf; or (2) if You are an individual accessing and using the Service(s) in a personal capacity, You.
- J. **“Confidential Information”** means any sensitive information disclosed by one Party (the **“Discloser”**) to the other Party (the **“Recipient”**) in connection with the Service(s) that is either designated as “confidential” or “proprietary,” or would reasonably be expected to be confidential given the nature of the information, in any form, which is subject to reasonable efforts by Discloser to maintain as confidential.
- K. **“Data Access Service”** means the API Service, MCP Services, or other programmatic access services provided by Sensor Tower enabling Customer's programmatic access to Service Data, as described in the Data Access Supplement and the Agreement.
- L. **“Free Tier”** means any Service(s) (or version thereof) made available to You at no cost, which may be limited in terms of functionality and/or Service Data.
- M. **“MCP”** or **“Model Context Protocol”** means Sensor Tower’s protocol enabling AI Tools to programmatically access the Service(s) and retrieve Service Data in real time through a structured interface.
- N. **“MCP Services”** means the Sensor Tower MCP server endpoint(s) and related tooling enabling Customer’s AI Tools to access and retrieve Service Data via the MCP.
- O. **“Order Form”** means an ordering document for the Service(s) that incorporates these Terms by reference and is entered into by the Parties.
- P. **“Parties”** means You and Sensor Tower, and a **“Party”** means either You or Sensor Tower.
- Q. **“Platform Usage Data”** means the data regarding Authorized Users’ use of the Service (e.g., login times, login duration, Service(s) accessed, features utilized).
- R. **“Service(s)”** means Our websites, including without limitation appmagic.rocks, data.ai, sensortower.com, pathmatics.com, playliner.com, vgi.com, or any subdomain thereof, Our cloud-based applications and services You access via Our website(s), Our APIs, or any functionality, or online services offered on or through any of the foregoing.
- S. **“Service Data”** means any content, including without limitation any text, insights, digital media, software links, reports, numerical data, market estimates, or other information provided or made available by the Service(s).
- T. **“SMB Service(s)”** means the Service(s) made available by Sensor Tower under the AppMagic brand (including without limitation those accessed via appmagic.rocks or any successor or related domain) that Sensor Tower offers to small- and medium-sized business customers, as further described in an applicable Order Form or product documentation.
- U. **“Supplement(s)”** means the applicable supplement to each additional Service as made available by Sensor Tower to You from time to time.

2. Access to and Use of Service(s).

- A. Use Rights. We grant to You a limited, non-exclusive, non-transferable, non-sublicensable right during the Term (as defined below) to (i) access and use the Service(s), (ii) access and view the Service Data, and (iii) download the Service Data, subject to and conditioned upon strict compliance with these Terms and the applicable Order Form.
- B. Free Tier Access. Where (i) no Order Form applies to You (or has since expired), and/or (ii) You are provided access to Service(s) (or features thereof) at no cost (including those described as “beta,” “early access,” “experimental,” “preview,” “trial” or using similar terms), such access is considered **“Free Tier.”** Free Tier access may be limited, modified, or removed at any time by Sensor Tower, in its sole discretion, without any obligation to You.
- C. Limited Use of Service Data.

- i. Service Data may only be used for Your internal business purposes (or, if You are an individual, Your personal purposes) and only in accordance with any applicable Service(s) documentation.
 - ii. Unless otherwise expressly provided in an Order Form, (a) You may not allow any third parties (including Your Affiliates) to access the Service(s) and (b) You may not redistribute or disclose the Service Data to any third parties (including any of Your Affiliates).
 - iii. All Customer use of AI Tools or AI Models in connection with the Service(s) or Service Data must be in strict compliance with the AI Supplement and, if applicable, the DAS Supplement.
- D. Authorized Users; User Accounts; No Sharing. Your Authorized Users may access and use the Service(s) on Your behalf, up to the limits set forth in an Order Form or as otherwise agreed between You and Us. You shall ensure that all Authorized Users comply with terms of the Agreement as though they were You, and You are responsible for any noncompliance by Your Authorized Users. To access and use the Service(s), each Authorized User is required to establish a user account (a “**User Account**”). Each Authorized User (i) may establish only one User Account; (ii) must provide true, accurate, current, and complete information as prompted by the applicable registration process; and (iii) shall not share its User Account with any other individual. You represent and agree that all information You provide to Sensor Tower in connection with Your access to and use of the Service(s) is, and shall remain, true, accurate, and complete to the best of Your knowledge, ability, and belief. You are responsible and liable for all activities conducted through Your User Account(s), regardless of who conducts those activities. You are responsible for maintaining the confidentiality of any user IDs, passwords and other credentials associated with Your User Account and shall immediately notify Us of any actual or suspected unauthorized access to or use of Your User Account or any associated credentials. You will use reasonable efforts to promptly notify Us in the event a User Account should be disabled or is no longer needed (for instance, because the Authorized User left Your organization). Any sharing of User Account access or credentials between individuals (whether Authorized Users or otherwise) constitutes a material breach by You of the Agreement. You will cooperate fully with Us and take all actions that We reasonably deem necessary in response to any unauthorized access or security threat relating to Your User Account(s). WE ARE NOT AND SHALL NOT BE DEEMED LIABLE FOR ANY LOSS OR DAMAGE TO YOU ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.
- E. Access Management. You shall be responsible for determining the scope and level of each Authorized User’s access to the Service(s); subject, however, to the scope and limitations of the rights granted under the Agreement. You may, at any time and in Your sole discretion, revoke or limit the access of any Authorized User to the Service(s) and that Authorized User must abide by any such limitations.

3. Restrictions. You shall not:

- A. modify, improve, or make derivative works based on the Service(s);
- B. create derivative works of any Service Data for use by any third party (including Affiliates) except as otherwise expressly permitted in an Order Form;
- C. publish or provide access to the Service(s) or Service Data to any third party (including Affiliates) except as otherwise expressly permitted in an Order Form;
- D. use the Service(s) to monitor the Service(s)’ availability, performance or functionality, to benchmark the Service(s), or to compete with the Service(s);
- E. access or use the Service(s) to build any software, product, or service that is competitive or similar to the Service(s) or any portion thereof;
- F. decompile, disassemble, or reverse engineer any object code that is part of the Service(s) or attempt to reverse engineer, reconstruct, identify, or discover any source code of any such software, the structure, sequence, or organization of such source code or any algorithms, methods, or models contained therein;
- G. reproduce or create Internet “links” to the Service(s) (or any part thereof) or “frame” or “mirror” any Service Data on any other server or wireless or Internet-based device;
- H. rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service(s) or any underlying software;

- I. enter into time-sharing or data processing service arrangements involving use of the Service(s) with any third party;
- J. remove any identification, trademark, copyright, patent, or other notices or markings contained in, displayed by, or provided with the Service(s);
- K. interfere with, impede, or disrupt the integrity or performance of the Service(s) or any part thereof (including by submitting or uploading malicious code or programs to the Service(s));
- L. attempt to gain unauthorized access to the Service(s) or its related systems or networks;
- M. access, use, scrape, copy, or index any portion of the Service(s), through the use of bots, spiders, Web crawlers, indexing agents, browser extensions, or other automated devices or mechanisms;
- N. falsify the origin of Your communications, or attempt to do any of the foregoing;
- O. provide Sensor Tower with any infringing or misappropriated materials or data (such as by posting them to a community message board, or otherwise); or
- P. use the Service(s), Service Data, or Our Confidential Information for any illegal, malicious, or injurious purpose.

4. **Payment; Term and Termination.**

- A. Payment. Where You agree (or have agreed) to an Order Form with Sensor Tower:
 - i. You will pay Sensor Tower the fees listed in each Order Form and the fees applicable for each Renewal Term ("**Fees**") for the Service(s) as further set forth herein. Except as otherwise set forth in the Order Form, Sensor Tower reserves the right to increase and/or apply new Fees for each Renewal Term with notice to You.
 - ii. Unless otherwise specified by an Order Form, full payment must be received within 30 days of the date of the Order Form or invoice. Failure to timely pay the Fees is a material breach of the Agreement and may, at Sensor Tower's sole discretion, result in suspension of access to the Service(s), termination of access to the Service(s), termination of the Agreement, or other adverse outcomes.
 - iii. If You believe that Sensor Tower has billed You incorrectly, You must contact Sensor Tower no later than sixty (60) days after (a) the date You were charged, or (b) the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Sensor Tower's customer support department. Sensor Tower shall respond to You within three (3) business days after receiving such inquiries.
 - iv. You are responsible for all taxes associated with the Service(s), including any and all applicable sales, use, value added, and similar taxes that Sensor Tower may be required to collect on Your behalf, provided You shall have no liability for taxes based on Sensor Tower's net income, property or employees. In any action to collect or recover past due balances and interest under the Agreement, Sensor Tower will be entitled to recover reasonable attorneys' fees in addition to other costs of enforcement to the maximum extent permitted under applicable law.
- B. Term. The Agreement shall remain in full force and effect for as long as You have: (i) an active Order Form in place, or (ii) at least one active User Account for the Service(s); unless terminated as set forth below.
- C. Order Forms. Where You have entered into an Order Form, the initial subscription term ("**Initial Term**") shall be as set forth therein. At the expiration of the Initial Term, Your subscription to the Service(s) shall be automatically renewed for additional periods (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") of the same duration as the Initial Term as specified in the Order Form, unless either Party requests termination at least ninety (90) days prior to the start of such Renewal Term.
- D. Termination for Cause. A Party may terminate the Agreement (i) 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 (notice of a material breach shall specify in reasonable detail the facts and circumstances constituting such breach), **except where the breach is not curable, in which case a Party may terminate the Agreement immediately** or (ii) immediately, if the other Party files for bankruptcy, becomes insolvent, ceases or begins winding down its operations, or makes an assignment for the benefit of creditors.

- E. Termination of Free Tier Access. With respect to Service(s) provided under Free Tier, Sensor Tower may terminate the Terms and Your access (or suspend Your access) at any time, at its sole discretion. If You wish to terminate these Terms, Your Free Tier access, and User Account(s), please send a written cancellation request via email to Sensor Tower at support@sensortower.com and include the phrase “CANCEL ACCOUNT” in the subject line..
- F. Effect of Termination. Upon the effective date of termination or expiration of these Terms, Sensor Tower will cease providing the Service(s) to You and Your right to use the Service(s), Service Data, and Sensor Tower’s Confidential Information shall terminate, and any limited rights in the Service(s) or Service Data received under the Agreement are expressly revoked. All Service Data and Sensor Tower Confidential Information downloaded by You must be deleted within a reasonable period following termination of the Agreement. Unless termination is due to Sensor Tower’s material breach under Section 4.D. above, Customer shall promptly pay any unpaid Fees under the Agreement through the end of the Initial Term or Renewal Term, as applicable, in addition to any other rights or remedies available to Sensor Tower under the Agreement or applicable law.
- G. Suspension. Sensor Tower may suspend (with or without prior notice) the Service(s) in the event that You (or any of Your Affiliate(s), if applicable): (i) are reasonably suspected of materially breaching the Agreement, (ii) begin commercially offering products and/or services that compete with the Service(s) (other than data solely about Your or Your Affiliate(s)’ own apps or content), or (iii) fail to enable or maintain a Required Connected Account (where applicable under the relevant Order Form). In the event of such suspension, Sensor Tower’s obligations under the Agreement will be deemed to be fully discharged and no refunds will be issued.

5. Confidentiality.

- A. Protection of Confidential Information. Recipient shall maintain the Discloser’s Confidential Information in strict confidence for a period lasting the duration of the Term plus one (1) year (other than with respect to source code or trade secrets, for which such obligations will survive in perpetuity), and shall employ measures to protect such Confidential Information from unauthorized third party access equivalent to those measures Recipient employs with respect to its own confidential materials of a similar nature (but in no case less than reasonable measures). Recipient may permit access to Confidential Information only to its employees and authorized representatives with a need to know in connection with the Agreement, or in connection with an Assignment as provided for under the Assignment section (Section 24) of the Agreement, provided all persons having access to such Confidential Information are bound by written confidentiality obligations at least as protective as those contained herein.
- B. Exclusions. Confidential Information does not include information that the Recipient can document:
 - i. has or becomes generally available to the public other than through a wrongful act of the Recipient;
 - ii. was rightfully in Recipient’s possession free of any confidentiality obligation when received from Discloser, as evidenced by written contemporary records of the Recipient;
 - iii. is independently developed by the Recipient, its employees or third-party contractors without use of or reference to the Confidential Information, as evidenced by written contemporary records of the Recipient; or
 - iv. has been approved in writing for disclosure without obligations of confidentiality by Discloser.
- C. Compelled Disclosure. Notwithstanding any of the above, Recipient may disclose Confidential Information as required by law (including in response to a valid order by a court or other governmental body), provided that Recipient gives Discloser reasonable prior written notice of such disclosure (to the extent permitted by law) to allow Discloser to challenge the required disclosure or seek protective measures for such Confidential Information, and takes reasonable actions to minimize the extent of such disclosure (seeking confidential treatment where possible).
- D. Termination. Following termination of the Agreement, Discloser may request in writing for Recipient to destroy or erase all of Discloser’s Confidential Information in its possession. Recipient shall promptly comply with such a request, unless (i) Recipient is required to retain such Confidential Information under applicable law or pursuant to reasonable internal retention policies (in which case, Recipient shall comply with the obligations of this section

for so long as such Confidential Information retained); or (ii) Recipient is otherwise expressly permitted under the Agreement to retain such Confidential Information beyond the Term.

- 6. Intellectual Property.** The Service(s) contains subject matter that is protected under applicable laws. All rights not expressly granted to You under the Agreement are expressly reserved by Sensor Tower and its licensors. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Service(s) and Service Data belonging to or licensed by Sensor Tower shall remain the sole and exclusive property of Sensor Tower or its licensors, as applicable, and the Agreement grants You no title or rights of ownership in the Service(s), Service Data, or any subsets or components thereof. The Service(s) and Service Data may also contain copyrighted material and trademarks that are made available under the doctrine of fair use or similar doctrines and equitable defenses (“**Fair Use Content**”), as provided for under applicable law. Unless expressly stated otherwise, the use of such Fair Use Content does not constitute an endorsement by its owners of Sensor Tower or the Service(s), nor does it imply any affiliation between such third parties and Sensor Tower or the Service(s). Notwithstanding anything to the contrary in the Agreement, You are only permitted to access and view such Fair Use Content within the Service(s) hereunder; and any further use by You requires permission directly from the owners of Fair Use Content or a separate confirmation by Your counsel that Your proposed use is permitted without an express license under applicable law. Nothing in the Agreement authorizes You to subject any portion of the Service(s), or any Sensor Tower intellectual property to any other license, including any open source license.
- 7. Support and Service(s) Availability.** If You encounter technical problems when using the Service(s), please email support@sensortower.com. It is possible that on occasion the Service(s) will be unavailable due to maintenance or other development activity. If for any reason We have to interrupt the Service(s) for longer periods than We would normally expect, We will use reasonable endeavors to publish in advance details of such activity on the Service(s), in email, or through another suitable channel. We are not and shall not be deemed liable for any loss or damage to You arising from the unavailability of the Service(s). Notices pertaining to the Service(s) (e.g., operation or support) may be in the form of an electronic notice to Your administrative Authorized User.
- 8. Indemnity.**
- A. Sensor Tower will defend You against claims brought against You by any third party alleging that the Service(s) (as delivered by Sensor Tower) infringe such third-party's patents, trademarks, trade secrets, or copyright. Sensor Tower will indemnify You against all damages and costs (including reasonable attorney fees) finally awarded against You (or the amount of any settlement Sensor Tower enters into) with respect to these claims. Sensor Tower's obligations under this section will not apply to the extent the claim results from Your: (a) use of the Service(s) in violation of, or inconsistent with, the Agreement; (b) use of the Service(s) in combination with any equipment, data, documentation, product or service not provided by Sensor Tower; (c) failure to use an upgrade or replacement version of the Service(s) when such version has been made available; or (d) negligent or fraudulent acts or omissions. In the event of a claim, Sensor Tower will, in addition to the foregoing, at its sole option and expense: (i) procure for You the right to continue using the Service(s) under the terms of the Agreement; (ii) replace or modify the Service(s) to be non-infringing with substantially equivalent functionality; or (iii) terminate Your subscription to the Service(s) alleged to be infringing (or part thereof) and provide a refund of the prorated portion of prepaid unused fees for such Service(s).
 - B. You agree to defend and indemnify Sensor Tower and Sensor Tower's officers, directors, employees, agents and licensors from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of, or in connection with any claim brought by any third party in connection with or arising out of (a) Your access to and use of the Service(s), (b) Connected Account Data (as defined in the Connected Account Supplement referenced herein, to the extent Connected Accounts is used), (c) AI-generated Outputs and the DAS Operational Data (as described in the AI Supplement and the Data Access Service Supplement respectively, to the extent the AI Features and/or Data Access Service are used), (d) Salesforce Account Data (as

defined in the Salesforce App Service Supplement referenced herein, to the extent Salesforce App Service is used) or (e) Your violation of the Agreement or Your violation of any rights of another.

- C. 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 without such Party's prior written consent (which shall not unreasonably be withheld, conditioned, or delayed).
- D. The provisions of this section state the sole, exclusive, and entire liability of each Party to the other Party, and is the other Party's sole remedy, with respect to claims covered in this section. All rights and duties of indemnification that are set forth herein shall survive termination of the Agreement.

9. WARRANTY DISCLAIMERS. THE SERVICE(S) AND ALL SERVICE DATA ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. SENSOR TOWER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE. SENSOR TOWER DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS IN THE SERVICE(S) WILL BE CORRECTED, OR THAT ANY SERVICE DATA WILL BE ACCURATE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY SENSOR TOWER OR SENSOR TOWER'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THE SERVICE(S) AND ALL SERVICE DATA PROVIDED HEREUNDER IS AT YOUR SOLE RISK; AND ACCORDINGLY, ALL ACTS, OMISSIONS, AND DECISIONS YOU UNDERTAKE OR MAKE (OR REFRAIN FROM MAKING OR UNDERTAKING) THROUGH THE USE OF THE SERVICE(S), SERVICE DATA, OR OTHERWISE, ARE YOUR SOLE RESPONSIBILITY. YOU UNDERSTAND AND ACKNOWLEDGE THAT: (A) THE SERVICE(S) AND SERVICE DATA PROVIDED HEREUNDER RELY ON AND/OR ARE BASED ON INFORMATION, CONTENT, MATERIALS, AND SERVICE(S) OBTAINED THROUGH A VARIETY OF METHODOLOGIES, INCLUDING AUTOMATED METHODS, FROM THIRD PARTY WEBSITES, ONLINE, AND OTHER SOURCES THAT ARE NOT AFFILIATED WITH OR CONTROLLED BY SENSOR TOWER, AND ACCORDINGLY, SENSOR TOWER CANNOT AND DOES NOT MAKE ANY REPRESENTATIONS AS TO, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR ASSOCIATED WITH THE ACCURACY, ADEQUACY, SUFFICIENCY, COMPLETENESS, CURRENCY, PROVENANCE, RIGHTS, OR OTHER ATTRIBUTES OF SUCH SERVICE(S) AND SERVICE DATA; (B) AI-GENERATED INSIGHTS AND ANALYSES BASED ON SERVICE DATA MAY BE INCOMPLETE, INACCURATE, OR AFFECTED BY CONTEXTUAL LIMITATIONS INHERENT IN AI INTERPRETATION; AND (C) SENSOR TOWER MAKES NO REPRESENTATIONS REGARDING THE COMPATIBILITY OF THE MCP SERVICES WITH ANY SPECIFIC AI PLATFORM, TOOL, OR MODEL.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT WITH RESPECT TO (A) YOUR OBLIGATIONS TO PAY FEES, AND (B) YOUR SHARING, REDISTRIBUTION OR OTHER USE OF THE SERVICE(S) OR SERVICE DATA IN BREACH OF THE AGREEMENT: (I) IN NO EVENT SHALL EITHER PARTY (OR SENSOR TOWER'S LICENSORS) BE LIABLE FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA); AND (II) THE TOTAL LIABILITY OF EITHER PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) AND NOT OTHERWISE SEPARATELY DISCLAIMED AND OR LIMITED HEREUNDER SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO SENSOR TOWER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE

FOREGOING LIMITATIONS SHALL APPLY TO ALL DAMAGES, LOSSES, CLAIMS, OR CAUSES OF ACTION ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE SERVICE(S), ANY SERVICE RENDERED HEREUNDER, OR THE AGREEMENT, EVEN WHERE SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. YOU FURTHER AGREE THAT WE HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR APPLICATIONS, SYSTEMS, INTEGRATIONS, OR CONNECTED ACCOUNT DATA. FOR THE AVOIDANCE OF DOUBT, WE ARE NOT REGISTERED IN ANY INVESTMENT ADVISORY CAPACITY IN ANY JURISDICTION GLOBALLY, AND DO NOT OFFER ANY LEGAL, FINANCIAL, INVESTMENT OR BUSINESS ADVICE. NOTHING CONTAINED IN THE AGREEMENT, OR IN ANY OF OUR PRODUCTS, SERVICE(S), OR OTHER OFFERINGS, OR IN ANY INFORMATION PROVIDED BY US TO YOU OR OBTAINED BY YOU FROM US OR THROUGH THE SERVICE(S) SHOULD BE CONSTRUED AS AN OFFER, RECOMMENDATION, OR SOLICITATION TO BUY OR SELL ANY SECURITY OR INVESTMENT, OR TO MAKE ANY INVESTMENT DECISIONS. ANY REFERENCE TO PAST OR POTENTIAL PERFORMANCE IS NOT, AND SHOULD NOT BE CONSTRUED AS, A RECOMMENDATION OR AS A GUARANTEE OF ANY SPECIFIC OUTCOME. YOU SHOULD ALWAYS CONSULT YOUR OWN PROFESSIONAL, LEGAL, FINANCIAL, INVESTMENT, AND BUSINESS ADVISORS. THE DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

- 11. Compliance with Laws.** You shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with Your access to and use of the Service(s), Service Data, and Sensor Tower Confidential Information, including those laws related to data privacy or protection, and the transmission of technical data. The Service(s), Service Data, Sensor Tower Confidential Information, and all Sensor Tower software and technology are subject to the laws and regulations of various countries, including the sanctions and export control regimes of the United States, and You shall not export, reexport, transfer or provide access to any Service(s), Service Data, Sensor Tower Confidential Information, Sensor Tower software or technology to regions, countries, persons or entities if prohibited by such applicable laws or regulations. You will not export, reexport, or transfer, directly or indirectly, the Service(s), Service Data, or Sensor Tower Confidential Information to any country for which the United States requires any export license or other governmental approval, without first obtaining such license or approval. In particular, You agree not to provide any Service(s), Service Data, Sensor Tower Confidential Information, Sensor Tower software or technology to countries or regions subject to comprehensive United States sanctions (currently, Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, and Luhansk regions of Ukraine) or to any entity or individual designated on any applicable restricted list where such action would require a government license (without obtaining such authorization). You represent and warrant during the Term that neither You, nor any entity having control over You or over which You control, nor any personnel performing Your obligations or using the Service(s), Service Data, Sensor Tower Confidential Information, software, or technology provided hereunder, are subject to sanctions, directives, or similar measures from the United States or other governments that would prevent or prohibit the execution of, or the performance of either Party's obligations under, the Agreement.
- 12. Feedback.** You may, at Your option, provide suggestions, ideas, inventions, innovations, improvement or enhancement requests, feedback, recommendations, or other information to Sensor Tower regarding the Service(s) or Sensor Tower's business generally (collectively, "**Feedback**"). You hereby grant to Sensor Tower a perpetual, irrevocable, unlimited, royalty-free right to use such Feedback in any manner and for any purpose Sensor Tower chooses, without obligation of any kind. Notwithstanding the foregoing, Sensor Tower will not use any Feedback in any public facing manner which would identify You or Your Authorized Users without Your prior written consent.
- 13. Platform Usage Data.** Sensor Tower owns all right, title, and interest in, all Platform Usage Data (except to the extent it constitutes Personal Data) for the purposes of supporting, maintaining, securing, and improving the Services provided any such use is in accordance with applicable law ("**Operational Uses**"). With respect to any Personal Data constituting Platform Usage Data, Sensor Tower may generate aggregate, anonymized data from such Personal Data ("**Anonymized Data**") and shall own all right, title, and interest in such Anonymized Data. For the avoidance of doubt, Platform Usage Data includes DAS Operational Data (as defined in the Data Access Service Supplement) . Notwithstanding the foregoing,

Sensor Tower will not share the Platform Usage Data with any third party (other than its Affiliates and contractors acting on its behalf and for its benefit) in a manner that identifies Customer or any of Customer's Authorized Users.

14. Privacy Policy and Data Privacy. Information that You provide or that Sensor Tower collects about You in connection with Your access to and use of the Service(s) is subject to Sensor Tower's Privacy Policy (accessible at <https://sensortower.com/privacy>) ("**Privacy Policy**"), the terms of which are hereby incorporated into the Agreement by reference. We take privacy seriously and encourage You to read and become familiar with Sensor Tower's privacy practices as set forth in the Privacy Policy. Generally, Sensor Tower acts as an independent controller of the limited personal data (or other analogous term, as protected under applicable law) ("**Personal Data**") it receives by virtue of Your and Your Authorized User's use of the Service(s). Solely if and to the extent that Sensor Tower processes any Personal Data (acting as a processor, rather than an independent controller) for which You are the data controller, the Data Processing Addendum available at <https://sensortower.com/dpa> ("**DPA**") is incorporated by reference into and forms part of the Agreement.

15. Copyright Policy and Digital Millennium Copyright Act (DMCA) Procedures. Sensor Tower reserves the right to terminate Your or any third-party's right to use the Service(s) if such use infringes the copyrights of another. Sensor Tower may, under appropriate circumstances and at its discretion, terminate Your or any third-party's right to access the Service(s), if Sensor Tower determines that You or a third-party is a repeat infringer. If You believe that any material has been posted via the Service(s) by any third-party in a way that constitutes copyright infringement, and You would like to bring it to Sensor Tower's attention, You must provide Sensor Tower's DMCA Agent identified below with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Service(s) of the allegedly infringing work; (c) a written statement that You have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) Your name and contact information, including telephone number and email address; and (e) a statement by You that the above information in Your notice is accurate and, under penalty of perjury, that You are the copyright owner or authorized to act on the copyright owner's behalf. The contact information for Sensor Tower's DMCA Agent for notice of claims of copyright infringement is:

Sensor Tower, Inc.
Attn: Copyright Agent
2261 Market Street #4331, San Francisco, CA 94114
email: legal@sensortower.com

16. Internal Monitoring. Sensor Tower may monitor Your use of and access to the Service(s) to ensure compliance with the Agreement and any other applicable laws and regulations, to administer and secure the Service(s), and for any other purpose disclosed in Our Privacy Policy. By using the Service(s), You expressly consent to such monitoring. If such monitoring reveals possible unauthorized or illegal use of the Service(s), Sensor Tower may, among other things, suspend or terminate Your access to the Service(s).

17. Additional Service(s) Supplement(s): Using Your Sensor Tower Account, You have the option to enable or access additional Service(s) as made available to You by Sensor Tower. Each additional Service may be governed by its corresponding Supplement, which can be found at <https://sensortower.com/legal> and is incorporated by reference herein. Access to any additional Service(s) may require an active Sensor Tower subscription as set forth in the applicable Order Form.

18. Publicity and Non-Disparagement. In connection with the Agreement, You hereby grant Sensor Tower a nonexclusive, worldwide, royalty-free right for the duration of the Term (or as otherwise mutually agreed between the Parties) to use Your name, company name, logo(s), and app logo(s) and app icon(s), as well as any written comments You provide to

Sensor Tower or otherwise make publicly available concerning Your use of the Service(s), in Sensor Tower's marketing and press materials. During the Term and for a period of twelve (12) months following the expiration or termination of the Agreement, You shall not, directly or indirectly, publish any statement that disparages, defames, or is reasonably likely to harm the business, reputation, products, Service(s), or goodwill of Sensor Tower or its Affiliates. Nothing in this provision shall restrict either Party from complying with applicable law, subpoenas, court orders, or regulatory requests.

19. Information Security. Sensor Tower will maintain and enforce commercially reasonable administrative, technical, and physical safeguards designed to reasonably protect the Service(s) from access by unauthorized third parties and malicious activity. More information regarding Sensor Tower's information security program is available at <https://trust.sensortower.com>. 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 Service(s) and Service Data. Neither Customer nor its Authorized Users will: (a) obtain, attempt to obtain, access, or use any account information relating to any other Sensor Tower user; (b) abuse or misuse the application program interface calls to the Service(s) if any are allocated to Customer pursuant to the applicable Order Form, (c) probe, scan, or conduct vulnerability or penetration testing of the Service(s) or any related system or network; or (d) interfere with the network, send a virus, overload, flood, spam, or mail-bomb the Services(s). Customer will notify Sensor Tower without undue delay upon its becoming aware of any known or suspected breach of security affecting or potentially affecting Sensor Tower Service(s) or Service Data.

20. Third-Party Sites. The Service(s) may contain links to or otherwise allow You to access third-party applications and services ("**Third-Party Services**") that are not owned or controlled by Sensor Tower. These links are provided solely as a convenience and do not imply endorsement of, or association with, the party by Sensor Tower. When You access Third-Party Services, You do so at Your own risk. Sensor Tower encourages You to be aware when You leave the Service(s) and to read the terms and conditions and privacy policy of each third-party website or Third-Party Service ("**Third-Party Terms**") that You visit or from which You access any product or service. Sensor Tower has no control over, and assumes no responsibility for, the content, accuracy, Third-Party Terms, or practices of any Third-Party Service. In addition, Sensor Tower will not and cannot monitor, verify, censor, or edit the content of any Third-Party Service. When You visit or use a Third-Party Service, You acknowledge that such Third-Party Service is subject to the applicable Third-Party Terms, and You release Us from any liability directly arising from Your use of such a Third-Party Service. You acknowledge that We are not responsible for such third parties or their products or services. Any such activities, and any Third-Party Terms associated with such activities, are solely between You and the applicable third party.

21. Technical Requirements. The Service(s) may be accessed via internet connected web-browser (and other methods, such as API, where purchased by You or made available by Us). You are solely responsible for independently acquiring an internet connected web-browser and any other information technology resources needed to access and use the Service(s), as further described in the Service(s) documentation.

22. Electronic Communication; Additional Disclosures; Notices.

You consent, agree, and understand:

- (i) that Sensor Tower can communicate with You by phone or electronically via in-app messages, texts, e-mails or any other suitable form of electronic communication ("**Messages**");
- (ii) to receiving Messages from Sensor Tower related to the Service(s) such as but not limited to Messages about access, tasks, events, appointments, quality of service, and availability, as well as Messages that are ancillary to the Service(s), such as but not limited to Messages about new product announcements, product recommendations, and other promotions;
- (iii) that Sensor Tower can contact You at any time regarding the Service(s);
- (iv) that Sensor Tower can employ and use automated means and/or a third-party messaging service to send Messages or contact You regarding the Service(s);

- (v) that You can revoke Your consent to receiving promotional Messages at any time by updating Your notification preferences in the account settings of the Service(s); and
- (vi) that You are responsible for keeping Your contact information up-to-date in the account settings of the Service(s).

A. Notices.

(i) **Formal Notices.** Any notice, demand, or other communication that (i) alleges a breach or default under this Agreement, (ii) purports to terminate, suspend, or materially amend this Agreement, (iii) initiates a dispute, claim, including without limitation notices under Section 26 below, or indemnification request, or (iv) is otherwise expressly required by this Agreement to be given as a "Formal Notice" (each, a "**Formal Notice**") shall be in writing and delivered by one of the following methods to the address set forth below: (1) personal delivery; (2) certified or registered mail, postage prepaid, return receipt requested; or (3) a nationally recognized overnight courier with tracking and confirmation of delivery; in each case (1), (2), or (3) accompanied by email. A Formal Notice shall be deemed given: upon actual receipt, if delivered personally; three (3) business days after mailing, if sent by certified or registered mail; or one (1) business day after deposit with the courier, if sent by overnight courier. Email alone is not sufficient to constitute a Formal Notice.

(ii) **Informal Notices.** All other notices, requests, approvals, consents, routine communications, or day-to-day correspondence arising under this Agreement (each, an "**Informal Notice**") may be delivered by email to the address(es) set forth below, and shall be deemed given upon transmission, provided that no automated bounce-back, delivery failure, or out-of-office notice indicating non-delivery is received by the sender within one (1) business day. Informal Notices need not be duplicated by mail or courier.

(iii) **Addresses.** All notices under this Section shall be sent to the Parties at the addresses set forth on the first page of the Order Form, or such other address as a Party may designate from time to time in accordance with this Section (an address change itself constituting a Formal Notice). Sensor Tower email for notices is **legal@sensortower.com**.

- B. **No Waiver by Course of Dealing.** No party's acceptance of an Informal Notice for a matter more properly requiring a Formal Notice under this Section shall constitute a waiver of the requirement that future notices of that type comply with subsection (a).

If You are a California resident, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

23. 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.

24. Assignment. The Agreement is not assignable, transferable or sublicensable by You except with Sensor Tower's prior written consent, which shall not be unreasonably withheld, and any purported assignment in violation of the foregoing shall be null and void; provided, however, that You may transfer or assign the Agreement to an Affiliate or to a successor to all or substantially all of Your business to which the Agreement relates. To the extent You assign the Agreement as permitted under this provision, any pricing limitations agreed to by Us (in an Order Form or otherwise) shall not apply to any subsequent Renewal Term(s) or Order Form(s) following such assignment.

25. Governing Law. The validity, construction and performance of the Agreement and the legal relations among the Parties to the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflicts of laws rules.. 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.

26. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY AS IT IMPACTS THE RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION INSTEAD OF TRIAL Except as set forth in Section 26, the courts located in Wilmington, Delaware shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the AgreementCOURTS AND CLASS ACTIONS. THIS SECTION SURVIVES ANY EXPIRATION OR EARLIER TERMINATION OF THESE TERMS.

- A. Informal Dispute Resolution. As a condition precedent which must be satisfied prior to initiating any arbitration or other action against the other Party, both You and Sensor Tower agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to the Service(s), or the breach, enforcement, interpretation, or validity of the Agreement (“**Claim**”), the Party asserting the Claim must first try in good faith to settle such Claim by providing written notice, by first class or registered mail, to the other Party describing the facts and circumstances (including any supporting documentation) of the Claim. The Party asserting the Claim must allow the receiving Party 30 days in which to respond to or settle the Claim.
- B. Arbitration. To the extent the Parties cannot resolve a Claim through the informal dispute resolution procedure set forth above, and except as otherwise expressly set forth herein, all Claims must be resolved through binding individual arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The prevailing Party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Section (“Dispute Resolution”), the Parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. Use of the Service(s) is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section. Each Party agrees it shall bring any dispute against the other in its respective individual capacity and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, each Party agrees that disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator shall not have the power to vary these provisions. If any part of this provision is ruled to be unenforceable, then the balance of this provision shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein.

27. English Governs. Translations of the Agreement, including our Privacy Policy, and/or other notices and policies may be provided for convenience. However, should any conflict arise between the English version of the Agreement (including other notices and policies) and a translated version, the English version shall prevail and govern.

28. Non-Exclusive Relationship; No Joint Venture or Agency; Sensor Tower Affiliates. Notwithstanding anything to the contrary, the Agreement shall be non-exclusive in nature, and nothing in the Agreement shall be construed as preventing

Sensor Tower from performing or offering the same or similar services (or products resulting from such services) for other third parties or for itself and its Affiliates. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither Party has any authority of any kind to bind or attempt to bind the other Party in any respect whatsoever. The provisions of the Agreement apply equally to and are for the benefit of Sensor Tower, its Affiliates, and licensors, and each shall have the right to assert and enforce such provisions directly. Sensor Tower's Affiliates may perform the Service(s) or portions thereof on Sensor Tower's behalf, and Sensor Tower will remain responsible for such performance.

29. Entire Agreement; Severability, Waiver, and Survival. The Agreement constitutes the complete and exclusive agreement between the Parties related to the subject matter of the Agreement and supersedes, terminates and extinguishes all prior and contemporaneous agreements (including any extraneous confidentiality or non-disclosure agreements), rights granted, discussions, correspondence, negotiations, promises, arrangements, proposals, quotes, marketing materials, due diligence documentation, representations, and understandings, whether written or oral, concerning the subject matter of the Agreement which are not expressly incorporated into the Agreement. Sensor Tower may modify or update these Terms at any time in its sole discretion. Sensor Tower will post the updated Terms at a publicly accessible URL maintained by Sensor Tower, and such updated Terms will become effective on the date specified in the notice (or, if no date is specified, thirty (30) days after notice is given). Your continued access to or use of the Service(s) after the effective date of any updated Terms constitutes Your acceptance of the updated Terms. For clarity, to the extent You request that Sensor Tower sign a purchase order or enroll in a vendor management or payment system, any terms included in the same are expressly objected to by Sensor Tower and shall not amend, supplement, or otherwise form part of the Agreement. Other than as expressly set forth in the Agreement, each Party acknowledges that, in entering into the Agreement, it has not relied and is not relying on, and each Party shall have no claim or remedies (including any claims for misrepresentations) for, any representation, statement, understanding, agreement, commitment, assurance, warranty or collateral contract of any person (whether party to the Agreement or not), whether written, oral or otherwise, and whether made by or on behalf of the Parties prior to the date of this Agreement. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, statement, understanding, agreement, commitment, assurance, warranty, or collateral contract. Nothing in this section operates to limit or exclude any liability for fraud or fraudulent misrepresentation. If any part or provision of the Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or in conflict with the law, that part or provision shall be replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision, and the remainder of the Agreement will continue in full force and effect. Either Party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. Any waiver provided hereunder shall not constitute a waiver of any other breach. No waiver will be effective unless made in writing. The rights and obligations of the Parties set forth in Sections 3, 5, 6, 8-18, and 24-30, under the applicable Supplement(s), and any right or obligation of the Parties in the Agreement which, by its nature, should survive termination or expiration of the Agreement, will survive any such termination or expiration of the Agreement. The order of precedence with respect to the documents comprising the Agreement shall be as follows in the event of a conflict between their terms: (1) the applicable Order Form; (2) any applicable Supplement(s) with respect to the particular Service(s) governed by such Supplement(s) only; and (3) these Terms of Service.

30. Additional Disclosures. The Parties agree that any material breach of Section 3 (Restrictions) or 5 (Confidentiality) will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of the same, in addition to any other relief available to the non-breaching Party. These Terms may be executed in counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement.