Advertising Platform Agreement

This Advertising Platform Agreement (the "Agreement") is entered into as of start date listed above (the "Effective Date") by and between Step One Analytics Corp d/b/a Lightning AI, with a principal place of business at 2443 Fillmore St #380-5328 San Francisco, CA 94115 ("Company") and customer listed above ("Customer" or "you"). This Agreement is comprised of the below terms and conditions along with any applicable order form (each, an "Order Form") entered into by the parties.

1. Services

Subject to the terms of this Agreement and during the Term (defined below) of this Agreement, Company will provide to Customer the software services identified in an Order Form that is executed by both parties. Any such Order Form will be incorporated into and made a part of this Agreement. Each Order Form will have its own term during which Company will provide to Customer the services set forth in the Order Form.

2. Customer Data; License Grant

a. Proprietary advertising content data, as well as any Customer logos, graphics and images, or other Customer-generated content provided by Customer to Company for purposes of Company providing the Service is known as "Customer Data."

b. The "Services" are the suite of advertising software solutions provided by Company through www.lightningai.com (the "Site"). Services includes Company using data from advertising platform Facebook combined with Customer Data in order to advance automated bidding, analytics and advanced targeting, solely for the benefit of Customer. The Services may also include other services as defined in an Order Form.

c. Subject to the license grant in Section 2(d), Customer owns all right, title, and interest (including all intellectual property rights) in and to the Customer Data. Nothing herein shall be construed to transfer any rights, title, or ownership to any Customer Data to Company.

d. Customer grants a limited, non-exclusive, non-transferable, revocable (pursuant to Section 6), non-assignable and royalty-free license, during the Term, to use the Customer Data solely to provide the Services. Customer further grants Company a limited, non-exclusive, non-transferable, perpetual, worldwide license to use the Customer Data, solely in an aggregated and anonymized data format, solely to develop machine learning data models, and improve the Services.

3. Privacy

Company will process all Customer Data or other information provided to it as part of the Services in accordance with Company's Privacy Policy as attached hereto as Attachment 1. Company's Privacy Policy also governs Customer's use of the Site.

4. Electronic Communications

Visiting the Site or sending emails to Company constitutes electronic communications. You consent to receive electronic communications. With the exception of notice provided under Section 13 (Indemnification), which must be provided in the manner described at Section 13(c), or any amendment to this Agreement or a new Order Form (which must be executed by each party), you agree that all notices,

disclosures and other communications that we provide to you electronically, via email satisfy any legal requirement that such communications be in writing.

5. Customer Account

If you use the Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities caused, directly or indirectly, by you that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity, except to any other person at your company. You acknowledge that Company is not responsible for third party access to your account that results from theft or misappropriation of your account.

6. Cancellation/Refund Policy/Termination for Cause

a. This Agreement will remain in full force and effect during any period of time during which an Order Form is effective (the "Term").

b. Customer may cancel the Agreement for any reason upon thirty (30) days' advance notice.

c. Either party may terminate this Agreement: (a) upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement, and fails to cure such breach during this period, (b) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (c) upon the other party's making an assignment for the benefit of creditors or (d) upon the other party's dissolution or ceasing to do business.

d. In the event of cancellation, you will be obligated to pay the monthly fees with a minimum monthly fee equal to the previous month's payment.

7. Marketing

Both parties agree that neither party may publicly identify the other as a customer or vendor, and may not use the other party's name, marks or logos in any marketing materials, unless expressly authorized by the other party in writing.

8. Linked Sites/Third Party Services

a. The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company of the site or any association with its operators.

b. Certain services made available via the Site are delivered by the third party site(s) listed on your Order Form (each a "Third Party Service"). By using the Services, you hereby acknowledge and consent that Company may share your Customer Data with the Third Party Service with whom Company has a contractual relationship, solely in order to perform the Services for you, and solely if such Third Party Service has been identified on the Order Form as receiving Customer Data.

c. Any Third Party Service must adhere to the confidentiality set forth in the Non-Disclosure Agreement ("NDA") referenced in Section 11.

9. Restrictions on use of Services

a. You may not use the Site or Services for any purpose that is unlawful or prohibited by this Agreement.
b. You may not use the Site or Services in any manner which could damage, disable, overburden, or impair the Site.
c. You may not obtain or attempt to obtain any materials or information from the Site or Services through any means not intentionally made available to you or provided for your use through the Site or Services.
d. You agree that you will not use the Services Content (defined below) accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

10. Services Content

a. All content other than Customer Data included as part of the Service or displayed to you as part of the Service, such as documentation, data, text, graphics, logos, and images, as well as the compilation thereof, any and all advertising campaigns, including but not limited to Facebook, Instagram, and Google advertising campaigns (together, the "Ad Campaigns"), and any software used on the Site (collectively, the "Services Content"), is the property of Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such Services Content and will not make any changes to the Services Content.
b. You will not, directly or indirectly, modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works, or in any way attempt to discover the ideas, know-how or algorithms related to, or otherwise exploit, any of the Services Content, in whole or in part, found on the Site or accessed through the Services. Services Content is not for resale. Your use of the Site and Services does not entitle you to make any unauthorized use of any Services Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Services Content. You will use Services Content solely as described under the documentation for the Services and this Agreement, and will make no other use of the Services Content without the express written permission of Company and the copyright owner. You agree that you do not acquire any ownership rights in any Services Content. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors except as required for you to use the Services as expressly authorized by this Agreement.
c. You represent, covenant, and warrant that you will use the Services only in compliance with this Agreement and all applicable laws and regulations. You hereby agree to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services.
d. After termination of this Agreement, you shall not utilize, publish, or transmit the Services Content (regardless of any modifications thereto), or reverse engineer the Services Content or create any derivative works materially similar thereto. In the event you breach this Section 10(d), you will be obligated to pay the monthly fees provided in the Order Form for each month in which such breach occurred and on an ongoing basis until such breach is cured, with a minimum monthly fee equal to the previous month's payment. Failure to pay such monthly fees shall result in further breach of this Agreement, entitling the Company to pursue all available legal remedies.

11. Confidentiality

If the parties have entered into a Mutual Non-Disclosure Agreement ("MNDA"), this Agreement incorporates the MNDA. If the parties have not signed an MNDA, then the following applies. Neither party will disclose the other party's Confidential Information to any third party without the other party's prior written consent or except as required by law, or use the other party's Confidential Information for any purpose except performing the Services or complying with this Agreement or furthering the relationship between the parties. "Confidential Information" means information a party designates as confidential or reasonably considers as confidential. "Confidential Information" does not include information that is or becomes publicly available through no fault of the recipient or received from a third party without a duty of confidentiality. Each party will return or destroy the other party's Confidential Information upon written request from the other party.

12. International Users

The Service is controlled, operated and administered by Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws.

13. Indemnification

a. The two parties will defend, indemnify and hold each other harmless from any demand, claim, loss, liability, cost, fees, (including, but not limited to and reasonable attorney's fees) or damages ("Claim") that either party may incur by reason of or arising out of: (1) use of Customer Data by Company which is not permitted under this Agreement, (2) any violation by either party of its obligations of confidentiality under this Agreement, or (3) any third party claim that the Services infringe or misappropriate any intellectual property rights. If either party reasonably believes that all or any portion of the Services, or the use thereof, is likely to become the subject of any Claim described at subparagraph (3), then either party may, at their option and expense, (a) procure for the other party the right to continue using the Services in accordance with the terms hereof, (b) replace or modify the allegedly infringing Services to make them non-infringing, or, (c) if options (a) and (b) cannot be accomplished despite reasonable efforts, then either party may terminate this Agreement upon written notice to the other, and refund to Customer any prepaid amounts for unused Services if applicable. Indemnification obligations under this Section 13 are conditioned upon both parties: (i) promptly (not less than thirty (30) days from notice of Claim) giving written notice of the Claim (unless Customer's failure to so notify Company does not prejudice Company), (ii) granting sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it releases Customer of all liability) and (iii) providing Company, at Company's cost, with all assistance, information and authority reasonably required for the defense and settlement of the Claim. Customer shall not be bound by any settlement or compromise that requires Customer to admit liability or that would impose any obligation upon Customer.

b. Notwithstanding the foregoing, either party will have no obligation under this Section 13 or otherwise with respect to any Claim to the extent based upon: (i) Company's authorized use of the Customer Data, (ii) any unauthorized use, reproduction, or distribution of the Services, (iii) any breach of this Agreement by Customer, (iv) any modification of the Services or Company Data by any person other than Company or its authorized agents or contractors, or (v) any activity after Company has provided

Customer with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Services.

c. Any notices required by this Section 13 will be in writing and given by personal delivery, by pre-paid first class mail or by overnight courier "Attention Legal Department" to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Subsection 13(c)).

14. Disclaimer; Changes to Services

a. THE SOFTWARE PROVIDED AS PART OF THE SERVICES IS NOT ERROR FREE AND MATERIALS AVAILABLE THROUGH THE SITE MAY INCLUDE TYPOGRAPHICAL ERRORS.

b. COMPANY MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE OR SERVICES, OR BOTH, AT ANY TIME, PROVIDED THAT SUCH IMPROVEMENTS OR CHANGES, OR BOTH, DO NOT RESULT IN ANY DECREASE OR LOSS OF FUNCTIONALITY OF THE SITE OR SERVICES, OR BOTH.

15. Limited Warranty

a. Company represents and warrants that: (a) it has all right and authority necessary to enter into and perform this Agreement and (b) it will perform the Services in a professional and workmanlike manner in accordance with the Services documentation and generally prevailing industry standards.

b. Company represents and warrants that the Services will be available and have uptime of at least 99%, calculated monthly on a per-minute basis. In the event the Services are not available in a given month for at least 99% of the time for any reason, Customer may obtain a refund of amounts paid for that month in proportion to the amount of downtime or unavailability experienced by Customer. For example, if monthly fees are $1,000 and there is 10% downtime, Customer will receive a refund of $100 for that month.

c. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, COMPANY MAKES NO OTHER REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE. COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

16. Limitation of Liability.

a. By Type.

NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. By Amount.

IN NO EVENT SHALL COMPANY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE LESSER OF (A) THE TOTAL FEES PAYABLE BY CUSTOMER TO COMPANY FOR TWELVE

(12) MONTHS WORTH OF SERVICES UNDER THIS AGREEMENT ACCORDING TO THE MONTHLY RATE SPECIFIED ON THE ORDER FORM OR (B) $150,000.

c. The limitations of liability set forth in Sections 16(a) and 16(b) above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement and (b) claims based on either party's breach of its obligations set forth in Section 11 (Confidentiality).

17. Governing Law and Venue

To the maximum extent permitted by law, this Agreement is governed by the laws of the State of California and the parties hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site or Services.

18. Miscellaneous

a. No joint venture, partnership, employment, or agency relationship exists between Customer and Company as a result of this Agreement or use of the Site or Services.

b. Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site, Services or information provided to or gathered by Company with respect to such use.

c. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

d. Unless otherwise specified herein, this Agreement in conjunction with any NDA and all executed Order Forms constitute the entire agreement between Customer and Company with respect to the Site and Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Customer and Company with respect to the Site and Services.

e. It is the express wish of the parties that this Agreement and all related documents be written in English.

Attachment 1 – Company Privacy Policy

Privacy Policy of **LightningAI.com**

This Application collects some Personal Data from its Users.

Owner and Data Controller

Step One Analytics Corp DBA Lightning AI
2443 Fillmore St #380-5328
San Francisco, CA 94115
Owner contact email: help@lightningai.com

Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Cookies, Usage Data, first name, last name, email address and company name.
Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.
Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.
Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.
Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.
Any use of Cookies – or of other tracking tools – by this Application or by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.
Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.
The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;

- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.
Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for. Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner’s legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Services, as well as for the following purposes: Analytics, Access to third party accounts, Interaction with live chat platforms, Registration and authentication, Hosting and backend infrastructure, Displaying content from external platforms, Infrastructure monitoring, Managing contacts and sending messages, Remarketing and behavioral targeting and Platform services and hosting.
Users can find further detailed information about such purposes of processing and about the specific Personal Data used for each purpose in the respective sections of this document.

Facebook permissions asked by this Application

This Application may ask for some Facebook permissions allowing it to perform actions with the User's Facebook account and to retrieve information, including Personal Data, from it. This service allows this Application to connect with the User's account on the Facebook social network, provided by Facebook Inc.
For more information about the following permissions, refer to the Facebook permissions documentation and to the Facebook privacy policy.

The permissions asked are the following:
Basic information
By default, this includes certain User's Data such as id, name, picture, gender, and their locale. Certain connections of the User, such as the Friends, are also available. If the User has made more of their Data public, more information will be available.
Business Management API
Read and write with Business Management API.
Email
Provides access to the User's primary email address.
Insights
Provides read access to the Insights data for pages, applications, and domains the user owns.
Manage Advertisements
Provides the ability to manage ads and call the Facebook Ads API on behalf of a User.