



AFFINITY DEVELOPER AGREEMENT

This Affinity Developer Agreement (“**ADA**” together with the Registration Form, the “**Agreement**”) is a binding legal agreement between you, the entity or individual identified on the Registration Form and below as “Developer” (referred to in this Agreement as “**you**” or “**your**”) and Project Affinity, Inc., a Delaware corporation with a principal place of business at 170 Columbus Ave., Floor 3, San Francisco, CA 94133 (“**Affinity**”) and governs your access to and use of the Licensed Material, including any Paid Services.

By accessing or using any Licensed Material, or by clicking on a button to accept the terms of this Agreement or recurring subscription payment for Paid Services, you agree to be bound by the terms of the Agreement. You may not (and you shall not allow any of your personnel to) use or access the Licensed Material if you: (a) do not understand the terms of the Agreement; (b) do not accept any part of the Agreement; (c) are not of legal age to form a binding contract with Affinity as determined by the laws of the jurisdiction in which you live; (d) are barred from using or receiving the Licensed Material under applicable law.

If you are accepting this Agreement or using the Licensed Material on behalf of a company, organization, government, or other legal entity, you represent and warrant that you have the authority to bind such company, organization, government, or entity to this Agreement, in which case the words “you” and “your” as used in this Agreement shall refer to such entity. Additionally, you warrant that you have at least ten (10) Joint Customers with Affinity, and will provide a written list of such Joint Customers to Affinity.

1) **Definitions.** In this Agreement, the following definitions apply:

- a) “**Affinity Applications**” means Affinity’s real-time information service, commonly referred to as “Affinity,” which includes those services currently provided by Affinity at its websites and Affinity-owned, operated or controlled mobile applications, social plug-ins, and application programming interfaces.
- b) “**Affinity Data**” means, individually or collectively, the Affinity Enrichment Data and the Joint Customer Data.
 - i) “**Affinity Enrichment Data**” means any data **not** originating from a Joint Customer, including but not limited to: Affinity data, data made available by Affinity, and any other data and information made available to you through the Affinity API or by any other means authorized by Affinity, and any copies and derivative works thereof.
 - ii) “**Joint Customer Data**” means any data originating from a Joint Customer, including but not limited to: Affinity end user profile information, Affinity data, data made available by Affinity, and any other data and information made available to you through the Affinity API or by any other means authorized by Affinity, and any copies and derivative works thereof.
- c) “**Licensed Material**” means, individually or collectively, the Affinity API and Affinity Data.
 - i) “**Affinity API**” means Affinity Application Programming Interfaces (each, an “API”), Software Development Kits (each, an “SDK”), and the related tools, documentation, data, technology, code, and other materials provided by Affinity through the Developer Site.
- d) “**Affinity Marks**” means the Affinity name, trademarks, and logos that Affinity makes available to you, including via the Developer Site, solely for use in accordance with this Agreement.
- e) “**Commercial Use**” means any use of the Licensed Material (including, but not limited to, access to the Affinity API): (a) by or for a business (i.e. an entity whose primary purpose is to earn revenue through a product or service); or (b) as part of a product or service that is monetized (e.g., website advertising, licensing fees, in-app promotions, and sponsorships).
- f) “**Developer Site**” means Affinity’s developer site as made available, modified, and/or updated by Affinity from time to time.
- g) “**Dev Services**” means your services, websites, applications, and other offerings (including research) that display Affinity Data or otherwise use the Licensed Material.
- h) “**Incorporated Developer Terms**” means any applicable additional terms and policies imposed from time to time by Affinity to govern your access to, and use of, the Licensed Material.
- i) “**Intellectual Property Rights**” means all copyrights, moral rights, patent rights, trademarks, and any other intellectual property or similar rights (registered or unregistered) throughout the world.
- j) “**Joint Customer**” means an entity that is a customer of both you and Affinity.

- k) **"Paid Service(s)"** means features or functionality of the Licensed Material that you access in exchange for payment of a recurring fee, as applicable to the relevant features or functionality and this Agreement. Unless otherwise set forth in the Agreement, all references to "Licensed Material" are intended to include the Paid Service(s).
- l) **"Payment Portal"** means the online portal made available to you by Affinity to opt-in to your use of the Licensed Material, manage subscriptions for Paid Services, manage payment methods for Paid Services and update account information.
- m) **"Registration Form"** means the physical or electronic form substantially titled "Developer Registration Form" that incorporates this ADA.
- n) **"Users"** means visitors, users, or customers of the Dev Services.

2) **Affinity API and Joint Customer Data.**

- a) **License from Affinity.** Subject to your compliance with the terms of this Agreement and the applicable Incorporated Developer Terms, Affinity hereby grants you a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable, revocable, and limited grant of access solely to:
 - i) Use a limited number of Affinity API endpoints (interactions, interaction dates, organization ID, primary email – for the purpose of joining data) to integrate Joint Customer Data into your Services or conduct analysis of the Joint Customer Data, as explicitly approved by Affinity;
 - ii) Display the Joint Customer Data to which you have been permitted access on and through the Dev Services to Users, as permitted by this Agreement;
 - iii) Modify Joint Customer Data only to format it for display on your Services; and
 - iv) Use and display Affinity Marks to attribute Affinity Applications as the source of the Joint Customer Data, as set forth in this Agreement.
- b) **License to Affinity.** You hereby grant Affinity a non-exclusive, royalty-free, revocable, worldwide license to access, index, and cache by any means, including web spiders and/or crawlers, any webpage or applications on which you display Joint Customer Data using methods approved by and made available by Affinity.

3) **Restrictions on Use.**

- a) **Reverse Engineering and other Restrictions.** You shall not, and you shall not attempt to, directly or indirectly (or allow others to): (1) reverse engineer, decompile, disassemble, or translate the Licensed Materials, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Licensed Materials or any portion thereof; (2) interfere with, modify, disrupt or disable features or functionality of the Licensed Materials or monitoring mechanisms of the Licensed Materials; (3) use or access the Licensed Material to create or attempt to create a substitute, competitive, or similar service or product to the Affinity Applications or any product or service offered by Affinity; (4) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Licensed Material to any third party except as expressly permitted in this Agreement; (5) provide use of the Licensed Materials on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Licensed Materials or "frame" or "mirror" the Licensed Materials on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the Licensed Materials; (6) use the Licensed Material for any illegal, unauthorized or other improper purposes; (7) use the Licensed Material to derive or obtain non-public information of individual Affinity customers or users; (8) interfere with or disrupt the integrity or performance of the Affinity Applications, Licensed Materials or Affinity Data contained therein; (9) remove or alter any proprietary notices or marks on the Affinity Data; (10) attempt to gain unauthorized access to the Affinity Applications, Licensed Materials, Affinity Data or related systems or networks; (11) disparage, impugn the reputation of, or otherwise speak or write negatively of Affinity products, Affinity employees, or Affinity; (12) create a service competitive to Affinity in any way; (13) use Affinity Data, by itself or bundled with third party data, or derivative analysis therefrom, to target or serve users with advertising outside of the Affinity Applications; or (14) use or access any Affinity Data or the Affinity API for the purposes of data validation exercises that exceed reasonable testing to ensure your integration is working properly, and that the persons or organizations are matching accurately.
- b) **Commercial Use Restrictions.** If the Dev Services are designated as 'non-commercial', you shall not make Commercial Use of the Licensed Material. Commercial Use restrictions may not apply to officially registered non-profits or NGOs.
- c) **No Training AI.** The Affinity Data may not be used, directly or indirectly, for the training or development of large language models (LLMs) or any other artificial intelligence models. This prohibition includes, but is not limited to, using the data to enhance, train, or improve algorithms or models that process, generate, or understand natural language. By accessing or

using Affinity Data, you agree to comply with this restriction and to ensure that no part of the Affinity Data is employed in any form of AI or machine learning training processes. Any breach of this provision may result in termination of access and other legal remedies as deemed appropriate. You acknowledge and accept that Affinity Data remains proprietary to Affinity, and its use is governed by the terms set forth in this agreement. Unauthorized use of Affinity Data for AI training purposes is strictly prohibited.

- d) **No Integration Platforms.** You may not use any integration platforms (i.e. Zapier, MuleSoft Anypoint Platform, Dell Boomi, Workato, etc.) to access Affinity Data, or to interface or integrate with the Affinity API.
- e) **No Monitoring or Measuring.** Notwithstanding anything to the contrary, you may use the following information only for non-commercial, internal purposes (e.g., to improve the functionality of the Dev Services): (a) aggregate Affinity Applications user metrics, such as number of active users or accounts on Affinity Applications; (b) the responsiveness of Affinity Applications; and (c) results, usage statistics, data or other information (in the aggregate or otherwise) derived from analyzing, using, or regarding the performance of the Affinity API. All such information is Affinity's Confidential Information and the sole and exclusive property of Affinity.
- f) **Rate Limits.** You will not attempt to exceed or circumvent limitations on access, calls and use of the Licensed Materials ("**Rate Limits**"), or otherwise use the Affinity API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise does not comply with this Agreement. At Affinity's sole discretion, your ability to use the Licensed Material may be temporarily suspended or permanently blocked if you: (a) exceed the Rate Limits; (b) Affinity reasonably believes that you have attempted to circumvent Rate Limits controls that limit use of the Affinity APIs; or (c) violate the terms of this Agreement. Affinity may monitor your use of the Affinity API to improve the Licensed Material and Affinity Applications, and to ensure your compliance with this Agreement and the Incorporated Developer Terms, and for related purposes.
- g) **Location Data.** You shall not, and you shall not allow others to, aggregate, cache, or store location data and other geographic information contained in the Affinity Data, except in conjunction with the Affinity Data to which it is attached. You may use location data and geographic information only to identify the location tagged by the Affinity Data.
- h) **Use of Affinity Marks.** You shall not include any of the Affinity Marks in your registered corporate name(s), your logos, or your service or product names. You shall not create any derivative works of the Affinity Marks or use the Affinity Marks in a manner that creates or reasonably implies an endorsement, sponsorship, or association with Affinity. All use of the Affinity Marks and all goodwill arising out of the use of such Affinity Marks or the Licensed Material will inure to Affinity's benefit. You will not remove or alter any proprietary notices or Affinity Marks on the Licensed Material.
- i) **Security.** You will maintain the security of the Licensed Materials, and will not make available to any third party, any token, key, password or other login credentials provided by Affinity. You will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the Affinity API, including access by viruses, worms, or any other harmful code or material. You shall keep Affinity Data confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for such data, and with no less care than you use in connection with securing similar data you store. You will immediately notify Affinity, consult and cooperate with investigations, assist with any required notices, and provide any information reasonably requested by Affinity if you know of or suspect any breach of security or potential vulnerability related to the Licensed Material. You will promptly remedy such breach or potential vulnerability resulting from your access to the Licensed Material.
- j) **SOC II.** You will maintain SOC II compliance, and at least annually you will provide Affinity with a written copy of your then-current report. You shall maintain compliance with the Service Organization Control 2 (SOC 2) standards throughout the term of this agreement. You shall obtain and maintain a current SOC 2 Type II certification from an accredited third-party auditor, and you shall provide Affinity with a copy of the SOC 2 Type II report upon request, but not less than annually. The report should be current and reflect the most recent audit conducted by the accredited third-party auditor.

You agree to implement and maintain the necessary controls and measures to ensure ongoing adherence to SOC 2 standards. This includes, but is not limited to, security policies, data protection measures, and internal controls relevant to the Trust Service Criteria.

You shall promptly notify Affinity in writing of any significant changes to your SOC 2 compliance status or any material issues identified in the SOC 2 audit reports. Such notification must be provided within two (2) business days of becoming aware of the issue. In the event of a lapse or breach of SOC 2 compliance, you shall take immediate corrective action to remediate the non-compliance. You shall also provide Affinity with a detailed remediation plan and status updates until the issue is resolved.

- k) **Non-Disparagement Obligation.** The Parties agree that, at all times and in perpetuity, you shall not, directly or indirectly, make any statement, comment, or representation that disparages, defames, or in any way negatively affects the reputation

or goodwill of the other party, or its affiliates, officers, directors, employees, agents, or representatives. This obligation includes, but is not limited to, statements made to the public, to any third party, or in any form of media.

For purposes of this clause, "disparage" shall mean to make any negative or harmful statement, whether orally, in writing, or through any other medium, that could reasonably be expected to harm the reputation, business, or standing of Affinity. This includes, but is not limited to, false or misleading statements, untrue comments, or statements that are likely to reflect negatively upon the character or business practices of Affinity.

You acknowledge that a breach of this non-disparagement clause could cause irreparable harm to the reputation and business interests of Affinity. Therefore, in the event of a breach or threatened breach, Affinity shall be entitled to seek injunctive relief, in addition to any other remedies available under law or equity, to enforce the terms of this clause.

- l) **Business.** In using the Affinity API, you agree to respect Affinity's business as Affinity respects yours. All Dev Services must behave in accordance with appropriate and accepted business conduct. As part of good business practices, you and the Dev Services are prohibited from:
 - i) Circumventing Affinity's intended limitations (including pricing, features, and access structures).
 - ii) Using the Affinity API to replicate or compete with core products or services offered by Affinity.
 - iii) Advertising, including display ads, within the Dev Services. In addition, the Dev Services may not use Affinity Data or content from Affinity in any advertisements or for purposes of targeting advertisements or contacting Users.
 - iv) Implying an Affinity endorsement, certification, affiliation, or partnership unless you have explicit permission from Affinity to do so.
 - v) Sub-licensing, distributing, or allowing access to the Affinity API to any entity who is not a Joint Customer.

4) **Updates and Removals.**

- a) **Updates.** Affinity may update, modify, terminate, or discontinue any features or function of the Licensed Material or Paid Services, in whole or in part, from time to time (in each instance, an "**Update**"). You shall implement and use the most current version of the Licensed Material or Paid Services, and make any changes to the Dev Services that are required as a result of the Update, at your sole expense. Updates may adversely affect the way Dev Services display Affinity Data, or access or communicate with the Affinity API. Affinity will not be liable for damages of any sort that result from any Update.
- b) **Removals.** If Affinity Data is deleted, gains protected status, or is otherwise suspended, withheld, modified, or removed from the Affinity Applications (including removal of location information), you will make all reasonable efforts to delete or modify that Affinity Data (as applicable) as soon as possible, and in any case within twenty four (24) hours after a written request to do so by Affinity or by an Affinity user with regard to their Affinity Data, unless prohibited by law or regulation and with the express written permission of Affinity.

5) **Ownership, Betas, and Feedback.**

- a) **Ownership.** Except to the extent expressly stated otherwise in the Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other party. The Licensed Material is licensed, not sold, and Affinity (or its licensors or Affinity Application users, as applicable) retains and reserves all rights, including all Intellectual Property Rights, not expressly granted in this Agreement. You shall not do anything inconsistent with Affinity's ownership, including without limitation, challenging Affinity's ownership of the Affinity Marks, challenging the validity of the licenses granted in this Agreement, or otherwise copying or exploiting the Affinity Marks, except as specifically authorized in this Agreement. If you acquire any rights in the Affinity Marks or any confusingly similar marks, by operation of law or otherwise, you will, at no expense to Affinity, immediately assign those rights to Affinity.
- b) **Betas.** Affinity may provide you with early access to non-generally available alphas, betas, research studies, pilots, marketing services or other programs from time to time (each, a "**Beta**"). Betas will be considered Affinity Confidential Information. Your participation in any Beta is at your own risk, may be subject to additional requirements, and may assist Affinity in research, analyzing and validating existing or prospective programs, products and/or tools.
- c) **Feedback.** Affinity will be free to use any feedback, comments or suggestions you provide Affinity related to Affinity, the Licensed Material, Betas or any other of Affinity's products or services ("**Feedback**") in any way without any compensation or obligation to you or any third party, and Feedback will be deemed the Confidential Information of Affinity. You hereby irrevocably assign to Affinity all right, title, and interest to Feedback.
- d) **Confidentiality.** You may be given access to non-public information, software, and specifications relating to the Licensed Material, Affinity Data, certain personally identifiable information, plans, pricing, data, and other such materials which a

reasonable person in the industry of Affinity would or should know to be confidential whether written or verbal and whether or not designated in writing as confidential (“**Confidential Information**”). During the term of this Agreement and for so long as Confidential Information remains confidential you shall not disclose (or permit its personnel to disclose) any Confidential Information of Affinity to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively “Representatives”) who has a need to know such Confidential Information in the course of the performance of their duties for you and who are bound by a duty of confidentiality no less protective of Affinity’s Confidential Information than this Agreement. You and your Representatives shall use such Confidential Information only for the purposes expressly permitted by this Agreement and shall not use or exploit such Confidential Information for your own benefit or the benefit of another without the prior written consent of Affinity. You will be responsible for the actions and omissions of your Representatives and shall protect Affinity’s Confidential Information in the same manner as you protect your own valuable confidential information, but in no event shall less than reasonable care be used. You shall promptly notify Affinity upon becoming aware of any unauthorized access, use, or disclosure of Affinity’s Confidential Information.

6) **Term; Subscription Fees; Payment; Suspension, and Termination.**

- a) **Term.** The term of this Agreement will start on the earlier of the date you accept them or otherwise start accessing or using any of the Licensed Material, and will continue until you stop accessing and using the Licensed Material, unless terminated earlier as described below.
- b) **Subscription Terms.** Paid Services provided as part of the Licensed Material are made available as a recurring subscription service that provides access to certain features, benefits, or services, as described on the Developer Site, the Registration Form, and the Payment Portal. If you purchase Paid Services, you do so by paying a subscription fee in advance on a monthly basis in accordance with the payment terms set forth below. When you subscribe to access the Paid Services via the Payment Portal, you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable Paid Services is canceled by you or by Affinity or the Agreement is otherwise terminated. Your subscription to the Paid Service will automatically renew monthly until canceled in accordance with this Agreement. Your payment information will be automatically processed by Affinity’s Payment Processor (defined below) at the start of each subscription period applicable to the Paid Services. If your payment information is declined, your subscription may be canceled until you provide new payment information for the applicable Paid Services. If you provide new payment information and your payment account is successfully charged, your new subscription period will be based on the original renewal date and not the date the successful charge took place. Prices for Paid Services are subject to change from time to time. Affinity will provide reasonable advance notice of any material change to the price of Paid Services, which notice may be provided via the Developer Site or any contact method provided by you. For subscription fees, price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by canceling your subscription to the applicable Paid Service prior to the price change going into effect.
- c) **Payment Terms.** Affinity may offer payment options that vary by Paid Service, device, operating system, geographic location, or other factors, which may be updated from time to time. These payment options may include web payments using a third-party payment processor (“**Payment Processor**”). When you access a Paid Service, you agree: (i) to pay the price listed for the Paid Service, along with any additional amounts relating to applicable taxes, credit card fees, bank fees, foreign transaction fees, foreign exchange fees, and currency fluctuations, on a recurring basis during the applicable subscription period; and (ii) to abide by any applicable terms of service, privacy policies, or other legal agreements or restrictions (including additional age restrictions) imposed by the Payment Processor in connection with your use of a given payment method. The subscription fee will automatically be applied at the start of the renewal period for the applicable subscription period unless you cancel the Paid Services on the Developer Site. It is your responsibility to make sure your banking, credit card, debit card, and/or other payment information is up to date, complete and accurate at all times. If you make a payment for a Paid Service through a Payment Processor, Affinity may receive information about your transaction such as when it was made, when a subscription is set to expire or auto-renew, what platform you made the purchase on, and other information. Affinity will not be liable for any errors made or delays by the Payment Processor, your bank, your credit card company or any payment network. All payments to Affinity are non-refundable except as otherwise expressly provided in this Agreement or as required by law. Where you exceed your limits, Affinity may expressly bill you for any overages or, at Affinity’s election, restrict or suspend your access to Paid Services.
- d) **Taxes and fees.** All fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Licensed Material or the delivery of the Affinity Data including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties, tariffs, or similar charges. These taxes may include, but are not limited to, VAT, GST, sales tax, withholding tax, and any other applicable taxes, but exclude taxes solely based on Affinity’s net income. You are responsible for the payment of all such taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts. Depending on your location, Affinity may be responsible for collecting and

reporting information related to transaction taxes arising from your purchase of Paid Services. You grant Affinity permission to provide your account and personal information to relevant tax authorities to fulfill Affinity's tax collection and reporting obligations.

- e) **Canceling Your Subscription for Paid Services.** Your subscription for Paid Services will automatically renew monthly unless you cancel your subscription at least twenty-four (24) hours before the end of your current subscription period. There are no refunds or credits for any partial subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELED FOLLOWING THE CANCELLATION PROCEDURES BELOW. You may cancel your subscription for Paid Services at any time via the Developer Site and you will no longer have access to the Paid Services (or any features or functionality thereof) at the end of your then-current subscription term. When you cancel the Paid Services, your subscription will remain active from the time you cancel until the end of your current subscription period. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. All payments for Paid Services are final and not refundable or exchangeable, except as required by applicable law. Affinity makes no guarantee as to the nature, quality, or value of a Paid Service or the availability or supply thereof. Refunds or credits are not provided for any unused or partially used Paid Service (for example, a partially used subscription period). **All Transactions are Final**, unless you have a right to withdraw pursuant to law, such as provided below.
 - f) **Paid Services Are Non-Transferable between Affinity Accounts.** Each purchase of a Paid Service applies to a single Affinity account, meaning that your purchase will apply solely to the account you were using when you purchased the Paid Service and will not apply to other accounts that you may have access to, or control over. If you have or control multiple accounts and you want access to Paid Services on each account, you must purchase the Paid Service on each account individually. You may not allow others to use your Affinity account to access any Licensed Material that such person did not order. You may not purchase a Paid Service or use any Licensed Material if you are a person with whom U.S. persons are not permitted to have dealings pursuant to economic sanctions, including, without limitation, sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control or any other applicable sanctions authority ("**Prohibited Person**"). This includes, without limitation, persons located in, or a citizen of, or ordinarily resident in, the following countries and regions: Cuba, Iran, the Crimea Region of Ukraine, North Korea and Syria. You represent and warrant that you are not a Prohibited Person.
 - g) **Restrictions and Obligations.** You may only purchase and use a Paid Service or use the Licensed Material if you are legally allowed to use the Licensed Material in your country and you live in a country supported by Affinity for the applicable Paid Service or Licensed Material. Affinity may, in its discretion, restrict the ability to access Licensed Material or purchase a Paid Service in certain countries. Affinity reserves the right to modify the list of supported countries from time to time. Affinity reserves the right to refuse Paid Services transactions or to cancel or discontinue the sale or use of a Paid Service or the use of any Licensed Material in Affinity's sole discretion.
 - h) **Suspension.** Affinity may suspend or terminate your use of and access to the Licensed Material immediately without notice, including (a) if Affinity reasonably believes that (i) your use of the Licensed Material would cause damage to, or an inordinate burden upon, the Licensed Material, (ii) you have violated this Agreement, (iii) you create risk or possible legal exposure for Affinity, (iv) Affinity's provision of the Licensed Material to you is no longer commercially viable; (b) for prolonged inactivity; (c) if Affinity is requested or directed to do so by any competent court of law, regulatory authority, or law enforcement agency; or (d) for failure to pay for the Paid Services. Affinity reserves the right to suspend access to the Licensed Materials if, for any reason, Affinity knows or suspects that you are in violation or non-compliance with this Agreement. Affinity will not be liable for damages of any sort that result from any suspension or termination.
 - i) **Termination.** Affinity may terminate this Agreement (or any individual Registration Form) for any reason, at Affinity's sole discretion. Except where such early termination is the result of your breach of this Agreement, such early termination by Affinity shall be effective at the end of the then-current subscription period. If you violate the terms of this Agreement, Affinity may terminate this Agreement for cause immediately upon notice to you and you will not receive a prorated refund for any Paid Services. You may cancel your subscription for the Paid Services or your use of the Licensed Material on the Developer Site. Upon termination of this Agreement: (a) all licenses granted in this Agreement immediately expire and you must cease use of all Licensed Material; and (b) you shall permanently delete all Licensed Material in all forms and types of media, and copies thereof, in your possession. The parties to this Agreement will not be liable to each other for any damages resulting solely from termination of this Agreement as permitted under this Agreement.
- 7) **Compliance Audit.** Affinity or a mutually agreed upon third party agent subject to obligations of confidentiality will be entitled to inspect and audit any records related to the performance of this Agreement in your control or possession upon reasonable notice to you, and at a reasonable time during normal business hours, for the purpose of verifying compliance with this Agreement and

the fees payable to Affinity for the two (2) year period preceding the audit (the "Audit Period"). Affinity may exercise its audit right no more than once every twelve (12) months, unless it has reasonable cause for noncompliance, and such audit shall not unreasonably interfere with your business activities. You will provide your full cooperation and assistance with such audit and provide access to all Licensed Material in your possession, applicable agreements and records. Without limiting the generality of the foregoing, as part of the audit, Affinity may request, and you agree to provide, a written report, signed by an authorized representative, listing Developer's then-current deployment of the Licensed Material. You will pay Affinity within thirty (30) business days after the completion of the audit the amount of any underpayment revealed by any such audit. In addition, if any such audit reveals an underpayment by you of five percent (5%) or more or a violation of this Agreement, then you will also reimburse Affinity for the reasonable costs and expenses of such audit. The requirements of this Section will survive for one (1) year following the termination of this Agreement.

- 8) **Disclaimer.** TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THE LICENSED MATERIAL IS PROVIDED TO YOU "AS IS", "WHERE IS", WITH ALL FAULTS, AND AFFINITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THIS AGREEMENT, COURSE OF DEALING OR USAGE OF TRADE. AFFINITY DOES NOT WARRANT THAT THE LICENSED MATERIAL OR ANY OTHER AFFINITY PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH LICENSED MATERIAL OR OTHER PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE. YOU ARE RESPONSIBLE FOR YOUR USE OF THE LICENSED MATERIAL AND ANY CONTENT YOU PROVIDE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. **FURTHER YOU UNDERSTAND AND AGREE THAT THE PAID SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.**
- 9) **Indemnification.** You shall defend Affinity against any and all proceedings, demands, claims, and suits (including without limitation product liability claims), indemnify and hold Affinity harmless from any and all liabilities, damages, and costs (including without limitation reasonable attorneys' fees) to the extent arising out of: (a) your use of the Licensed Material in any manner that is inconsistent with this Agreement; (b) any data breach or unauthorized access to, distribution of, or dissemination of Affinity Data; or (c) the performance, promotion, sale or distribution of the Dev Services. If Affinity seeks indemnification or defense from you under this section, Affinity will promptly notify you in writing of the claim(s) brought against Affinity for which it seeks indemnification or defense. Affinity may assume full control of the defense of claims with legal counsel of its choice. You shall not enter into any third-party agreement that would affect the rights of Affinity, constitute an admission of fault by Affinity, or bind Affinity in any manner, without the prior written consent of Affinity. If Affinity assumes control of the defense of such claim, Affinity shall not settle any such claim requiring payment from you without your prior written approval.
- 10) **Limitation of Liability.** IN NO EVENT WILL AFFINITY BE LIABLE TO YOU OR ANY USERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL, OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, AFFINITY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT AFFINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IF APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT THE LIMITATION WILL BE DEEMED TO HAVE BEEN MODIFIED TO CONFORM TO APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 11) **Agreement Updates.** Affinity may update or amend this Agreement or any of the Incorporated Developer Terms from time to time. You will check the Developer Site regularly for updates. Affinity will alert you of material revisions to these terms by posting the updated terms on these sites, via a service notification, or by other suitable means (e.g., via email to an email address associated with your account). The changes will not be retroactive, and the most current version of the Affinity Developer Agreement, available at the Developer Site, will govern your access to and use of the Licensed Material and any corresponding transactions. Your continued access or use of the Licensed Material will constitute binding acceptance of such updates and modifications.
- 12) **Governing Law and Dispute Resolution.** These Terms will be governed by the laws of the State of California and any dispute that arises between you and Affinity will be subject to this section. All disputes arising from or relating to this Agreement shall be brought exclusively in the courts of San Francisco, California, USA to the exclusion of all other jurisdictions and the parties.
- 13) **Miscellaneous.**
 - a) **Assignment.** You shall not assign any of the rights or obligations granted hereunder, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether you are the surviving or disappearing entity), stock or asset sale,

consolidation, dissolution, through government action or otherwise, except with the prior written consent of Affinity. Any attempted assignment in violation of this paragraph will be null and void, and Affinity may terminate this Agreement.

- b) **User Protection.** Unless explicitly approved by Affinity in writing, you shall not use, or knowingly display, distribute, or otherwise make Affinity Data, or information derived from Affinity Data, available for purpose of: (a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking Affinity users or Affinity Data; (b) conducting or providing analysis or research for any unlawful or discriminatory purpose, or in a manner that would be inconsistent with Affinity users' reasonable expectations of privacy; (c) monitoring sensitive events (including but not limited to protests, rallies, or community organizing meetings); or (d) targeting, segmenting, or profiling individuals based on sensitive personal information, including their health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, Affinity Data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.
- c) **Compliance with Laws; Export and Import.** Each party will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, all laws relating to bribery and/or corruption. The Licensed Material is subject to U.S. export laws and may be subject to import and use laws of the country where it is delivered or used. You shall abide by these laws. Under these laws, the Licensed Material may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country or to any foreign national restricted by these laws, including countries embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Northern Sudan and Syria); or to any restricted or denied end-user including but not limited to any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use. You shall maintain all rights and licenses that are required for the Dev Services.
- d) **Survival and Severability.** Sections Restrictions on Use, Ownership and Feedback, Confidentiality, Termination, Compliance Audit, Warranty Disclaimer, Indemnification, Limitation of Liability, Dispute Resolution Agreement; Governing Law; and Miscellaneous of this Agreement will survive the termination of this Agreement. To the extent a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be negotiated between the parties for 30 days to become compliant while maintaining the intent of such provision. Should the parties fail to reach an agreement within such 30-day time frame, such court of competent jurisdiction shall modify the provision to most closely comply with the intent of the parties. If such modification is impossible or impracticable, the provision shall be deemed severed. In any of the foregoing events, the remaining provisions shall remain unaffected.
- e) **Entire Agreement; Modification; and Headings.** This Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all other agreements between the parties related to the subject matter, whether written or oral. If any provision of this Agreement is held by a court of law to be unenforceable, the remaining provisions of the Agreement will remain in effect. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions. This Agreement may only be modified by written agreement signed by both Parties, and which states its intent to modify this Agreement signed by both Parties, except as described in the section Agreement Updates above. This Agreement does not create or imply any partnership, agency, or joint venture. Headings are provided solely for convenience and convey no legal right or obligation. Any notices to you may be made by the preferred method of Affinity to any contact details provided by you and are effective upon transmission of the same.