

DATA SERVICES TERMS

Version 1.0, dated September 7, 2026. Published at owlandco.com/data-services-terms.

These Data Services Terms (the "Terms") are a binding agreement between You (as defined below) and Owl & Co Consultants, Inc., a Delaware corporation with its principal address at 750 N San Vicente Blvd, Fl 8, West Hollywood, CA 90069 ("Owl & Co", "We", "Us", "Our"), governing access to and use of the data products and related services We provide, including Vertical Index, StreamingLTV and any other product identified on an Order Form or made available under these Terms (each a "Product").

"You" or "Customer" means the organization on whose behalf a Product is accessed, or, if no organization is identified, the individual accessing it. These Terms take effect on the earliest of the date You accept them by clicking a button or checking a box stating "I accept," "I agree" or similar language, the date You first access a Product, or the date You sign an Order Form referencing these Terms. Any prior agreement between You and Owl & Co governing access to a Product is superseded as to that access from that date; fees and other obligations already incurred under a prior agreement remain in effect.

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

1. ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND BY ANY ORDER FORM, POLICY OR DOCUMENT INCORPORATED IN THEM BY REFERENCE;
2. AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE ACCESSING THE PRODUCT FOR BUSINESS PURPOSES AND NOT AS A CONSUMER; AND
3. IF YOU ARE ACCEPTING ON BEHALF OF AN ORGANIZATION, REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS.

PAID SUBSCRIPTIONS RENEW AUTOMATICALLY AND FEES ARE NON-CANCELLABLE AND NON-REFUNDABLE EXCEPT AS STATED IN THESE TERMS. SEE SECTIONS 12 AND 13. THE DATA CONSISTS OF ESTIMATES AND IS PROVIDED WITHOUT WARRANTY OF ACCURACY. SEE SECTIONS 11 AND 18.

1. Structure of the Agreement

1.1 Agreement. The agreement between Owl & Co and Customer consists of these Terms and each signed Order Form (together, the "Agreement"). Each Order Form is a separate contract governed by the version of these Terms it references. Where Customer accesses a Product without an Order Form, such as trial access under Section 3.4, these Terms alone govern.

1.2 Order of precedence. If an Order Form conflicts with these Terms, the Order Form governs for that Order Form only. These Terms govern access to and use of the Products and prevail over the Owl & Co website Terms of Service at owlandco.com/terms to the extent of any conflict; the website Terms of Service continue to govern use of owlandco.com and other free Owl & Co services. Terms in a Customer purchase order or vendor portal do not apply.

1.3 Order Forms. An Order Form becomes binding on the date it is signed by both parties (the "Order Form Effective Date"). Paid access begins on the Subscription Start Date stated on the Order Form.

2. Definitions

Authorized User means an individual named by Customer to access a Product under a seat purchased on an Order Form, who is an employee of Customer or an individual contractor working exclusively for Customer under written confidentiality obligations, and who holds an email address at an Authorized User domain listed on the Order Form.

Data means all data, estimates, benchmarks, models, indices, rankings, visualizations, methodology descriptions and other content made available through a Product, in any form, including Downloads and Data Feed output.

Data Feed means programmatic delivery of Data by API, scheduled file delivery or database connection.

Delivery Platform means the software environment through which a Product is delivered, which may be operated by Owl & Co or by a third party, as identified on the Order Form.

Download means any export of Data from a Product to a file or to Customer systems, including exports from a Delivery Platform interface.

Edition means the level of access to a Product identified on the Order Form.

Order Form means an order document signed by both parties that references these Terms.

Subscription Term means the Initial Term and each Renewal Term stated in or arising under an Order Form.

3. Access and License

3.1 License. Subject to the Agreement and payment of the Fees, Owl & Co grants Customer a non-exclusive, non-transferable, non-sublicensable license during the Subscription Term for Authorized Users to access and use the Product and Data identified on the Order Form for Customer's internal business purposes, and as permitted by Section 6.

3.2 Features. Only the features, Editions, limits and Delivery Platforms listed as included on the Order Form are part of the subscription. Features listed as not included, and features Owl & Co releases after the Order Form Effective Date, are not included unless added by a signed amendment or new Order Form. Owl & Co may make additional features visible in the Product without granting a right to use them.

3.3 Changes to the Product. Owl & Co may modify the Product, the Data and the means of access from time to time, provided the changes do not materially reduce the functionality purchased during the then-current Subscription Term. Owl & Co may also modify, suspend or remove any Data, data source or feature at any time if it reasonably determines that continuing to provide it creates legal, regulatory or contractual risk, or if a third-party source becomes unavailable. If such a removal materially reduces the functionality purchased for the remainder of a Subscription Term, Customer's sole and exclusive remedy is a prorated refund of prepaid Fees attributable to the affected portion of the Product for the remainder of that term, as reasonably determined by Owl & Co.

3.4 Trial access. Owl & Co may offer free or trial access to a Product for evaluation. Trial access is limited to the period, users and features Owl & Co designates, is for Customer's internal evaluation only, excludes Downloads and Data Feeds unless Owl & Co states otherwise in writing, and may be suspended or ended by Owl & Co at any time without notice. Sections 5 through 8, 11, 15, 16, 17, 18,

19 and 22 apply to trial access. Trial access is provided without warranty, indemnity or service commitment of any kind, and Owl & Co's total liability for trial access will not exceed \$100.

4. Authorized Users and Seats

4.1 Named seats. Each seat may be used by one Authorized User. Credentials may not be shared. Customer may reassign a seat to another eligible individual by written notice to Owl & Co when the original user leaves Customer or changes role; seats may not be rotated among individuals to extend access beyond the number of seats purchased.

4.2 Unauthorized access. If, as a result of Customer's breach of Section 4.1 or 4.4, any person who is not an Authorized User accesses a Product through Customer's credentials, Owl & Co may give Customer written notice with reasonable documentation of the access. Customer will then purchase the number of additional seats needed to cover that access at the then-current per-seat price, prorated from the first documented date of unauthorized access, unless Customer demonstrates within 10 business days that the access did not result from its breach. This remedy is in addition to Owl & Co's other rights.

4.3 Adding seats. Customer may add seats at any time by email confirmation or amendment. Additional seats are invoiced at the per-seat price on the Order Form, prorated to the Subscription End Date, and co-terminate with the Order Form.

4.4 Responsibility. Customer is responsible for the acts and omissions of its Authorized Users and for keeping credentials secure. Customer will notify Owl & Co promptly of any suspected unauthorized access.

5. Downloads and Data Feeds

5.1 Availability. Downloads and Data Feeds are available only if listed as included on the Order Form, and only up to the monthly limits stated there. Owl & Co may technically prevent Downloads where they are not included. Where the Delivery Platform permits Downloads that the Order Form does not include, Customer will not use that capability.

5.2 Limits and overages. Usage above the monthly limits on the Order Form is invoiced at the overage rate stated there, monthly in arrears. Customer may not use Downloads or Data Feeds to compile a substantial portion of the Data or a quantity of Data with independent commercial value.

5.3 Downloaded Data. Downloaded Data and Data Feed output remain Data and remain subject to the Agreement wherever stored. Customer will apply reasonable security to stored Data.

5.4 After the term. On expiration or termination, Customer may retain Downloads made during the Subscription Term for internal archival and reference only. Customer will make no new distribution or external use of retained Data and will stop all Data Feed ingestion.

6. Permitted External Use

6.1 Excerpts with attribution. Customer may include limited excerpts of the Data, such as individual charts, benchmark figures and title-level metrics, in non-public presentations, board materials, investor communications, financing materials and communications with Customer's commercial partners, provided that (a) each excerpt is attributed as "Source: [Product name], Owl & Co"; (b) recipients are subject to a duty of confidentiality and are not permitted to further distribute the Data; (c) the excerpts are not provided as a standalone dataset or table of Data; and (d) the excerpts do not, alone or together, substitute for a subscription.

6.2 Public use requires consent. Customer will not publish Data or excerpts of Data in press releases, public reports, websites, social media, advertising, marketing materials or any other publicly available medium without Owl & Co's prior written consent.

6.3 Competitors. Customer will not provide Data or excerpts to any provider of media measurement, market research, audience analytics or data licensing services.

6.4 Corrections. If Owl & Co reasonably determines that an external use misstates the Data or the methodology, Customer will correct or withdraw it promptly on request.

7. Restrictions

Except as expressly permitted by the Agreement, Customer will not, and will not permit any third party to:

- (a) copy, reproduce, resell, sublicense, rent, distribute or otherwise make the Product or Data available to any third party;
- (b) access the Product by automated means, including scraping, crawling, scripts or bots, or access Data programmatically other than through a Data Feed included on the Order Form;
- (c) use the Product or Data to build, train, calibrate, validate or improve any product or service that competes with a Product, or any index, benchmark or dataset that substitutes for the Data;
- (d) circumvent seat limits, Download limits, Data Feed limits or any security or access control;
- (e) remove or alter any proprietary notice or attribution;
- (f) reverse engineer the Product, or attempt to derive the underlying methodology, source data or models beyond what Owl & Co publishes;
- (g) use the Product or Data in violation of applicable law, or to identify, profile or target any individual.

8. Artificial Intelligence Tools

8.1 Permitted analysis. Authorized Users may use artificial intelligence tools licensed to Customer, including large language models, to analyze, summarize and model the Data for Customer's internal business purposes, provided the tool is configured so that Customer inputs are not retained by the tool provider for training or product improvement.

8.2 Prohibited uses. Customer will not (a) use the Data to train, fine-tune, evaluate or otherwise improve any artificial intelligence model, whether or not the model is used internally; (b) store the Data in any vector store, index, knowledge base or retrieval system other than one that is accessible only to Authorized Users, used solely for internal analysis under Section 8.1, and purged of Data at the end of the Subscription Term; or (c) use the Data to develop any automated system that reproduces or substitutes for the Product. Transient analysis under Section 8.1 that does not retain the Data is permitted.

8.3 Owl & Co AI features. Any AI-enabled interface Owl & Co provides as part of a Product is subject to the Agreement and to any additional usage limits stated on the Order Form.

9. Delivery Platforms

9.1 Third-party platforms. Some Products are delivered through third-party platforms, such as a business intelligence workspace provisioned by Owl & Co. Where a Product is delivered through a third-party Delivery Platform, the Order Form will identify the platform and link to its applicable end-user

terms. Those terms apply to Customer's use of the platform only if they were made available to Customer before access began, and nothing in them expands Customer's payment, indemnity or liability obligations to Owl & Co. Authorized User accounts on a Delivery Platform are seats under Section 4.

9.2 Availability. Owl & Co will use commercially reasonable efforts to keep the Product available and to restore access promptly after an interruption, but is not responsible for downtime, changes or discontinuation caused by a third-party Delivery Platform, or for scheduled maintenance.

9.3 Migration. Owl & Co may change the Delivery Platform for a Product on at least 30 days notice, provided the Product's material functionality is preserved. Customer will cooperate reasonably with the migration.

10. Customer Inputs

10.1 Ownership. Where a Product allows Customer to upload or enter its own data, assumptions or parameters ("Customer Inputs"), Customer retains ownership of Customer Inputs and grants Owl & Co a non-exclusive license to host, process and display Customer Inputs solely to provide the Product to Customer.

10.2 Confidentiality. Customer Inputs are Customer's Confidential Information. Owl & Co will not disclose Customer Inputs to any third party other than Delivery Platform providers acting on Owl & Co's behalf under confidentiality obligations, and will delete Customer Inputs within 90 days after the Subscription Term ends unless Customer requests earlier deletion.

10.3 Responsibility. Customer is responsible for the accuracy and lawfulness of Customer Inputs and confirms it has the right to provide them. Customer will not upload personal data of consumers or subscribers, payment card data, health data or other regulated or sensitive personal information unless an Order Form expressly permits it and the parties have signed a data processing agreement.

10.4 Security. Owl & Co will maintain commercially reasonable administrative, technical and physical safeguards designed to protect Customer Inputs against unauthorized access, use or disclosure, consistent with the safeguards it applies to its own confidential information. Owl & Co will notify Customer without undue delay after confirming a security incident that has resulted in unauthorized access to Customer Inputs, and will provide information reasonably available to Owl & Co about the incident and the steps taken in response.

11. Nature of the Data

11.1 Estimates. The Data consists of estimates, models and analysis derived from third-party sources, panel data, public information and Owl & Co's proprietary methodologies. The Data is not audited and is not provided by, verified by, endorsed by or affiliated with the platforms, publishers or companies it describes. The Data may be revised as methodologies and inputs improve, and historical figures may change.

11.2 No advice. The Data is provided for informational purposes. It does not constitute investment, legal, accounting or other professional advice, and Owl & Co is not acting as a fiduciary. Customer is solely responsible for decisions made using the Data.

11.3 Third-party sources. Some Data incorporates content licensed from third parties. Owl & Co may replace or remove third-party content if its license ends, and will use reasonable efforts to preserve equivalent functionality.

11.4 Relationships with covered companies. Owl & Co provides management consulting services, and Owl & Co, its principals and its affiliates may hold equity or other financial interests in, or have commercial relationships with, companies that appear in the Data, their competitors, or other customers of a Product. Owl & Co applies its methodologies consistently regardless of those relationships, does not adjust the Data for any customer or related company, and does not use Customer Inputs or Customer's Confidential Information in providing services to any other party.

12. Fees and Payment

12.1 Fees. Customer will pay the fees on the Order Form (the "Fees"). Unless the Order Form states otherwise, Fees are invoiced annually in advance, approximately 30 days before the start of each Subscription Term, and are due 30 days from the invoice date by ACH or wire.

12.2 Non-cancellable. Fees are non-cancellable and non-refundable except as expressly stated in Sections 3.3 and 13.5. The Subscription Term is a firm commitment and Customer's obligation to pay does not depend on usage.

12.3 Late payment. Amounts not paid when due accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If any amount is more than 15 days past due, Owl & Co may suspend access on 5 business days written notice until payment is received. Customer will reimburse Owl & Co's reasonable costs of collection, including attorneys' fees.

12.4 Taxes. Fees exclude sales, use, VAT, withholding and similar taxes, which Customer will pay, other than taxes on Owl & Co's income.

12.5 Concessions. Discounts, waived seat minimums and other concessions stated on an Order Form apply to the Initial Term only unless the Order Form states otherwise. See Section 13.3.

13. Term, Renewal and Termination

13.1 Term. The Subscription Term begins on the Subscription Start Date and continues for the Initial Term stated on the Order Form.

13.2 Automatic renewal. At the end of the Initial Term and each Renewal Term, the subscription renews automatically for a further 12 months (each a "Renewal Term") unless either party gives written notice of non-renewal at least 30 days before the end of the then-current Subscription Term. Email to the notice addresses on the Order Form is sufficient.

13.3 Renewal notice and pricing. At least 60 days before the end of each Subscription Term, Owl & Co will send the Billing Contact a renewal notice stating the seat count, Edition, features and Fees for the Renewal Term. Renewal Fees are Owl & Co's then-current pricing for the Edition, features and seat count stated in the renewal notice. Discounts, waived seat minimums, startup or promotional pricing and any other concession stated on an Order Form apply to the Initial Term only and do not carry into a Renewal Term unless the Order Form or the renewal notice expressly says so. Owl & Co's standard seat minimum applies to each Renewal Term unless waived in writing. A change in Fees resulting from the expiry of a concession, the application of a seat minimum, or a change in Edition, features or seat count is not a price increase. If Customer does not accept the renewal pricing, its remedy is to give notice of non-renewal under Section 13.2.

13.4 Seat changes at renewal. Customer may reduce seats for a Renewal Term by written notice at least 30 days before the end of the then-current Subscription Term, subject to any seat minimum on the Order Form. Seat increases may be made at any time under Section 4.3.

13.5 Termination for cause. Either party may terminate an Order Form on written notice if the other party materially breaches the Agreement and fails to cure within 30 days after written notice describing the breach (15 days for non-payment), or if the other party becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of bankruptcy proceedings not dismissed within 60 days. If Customer terminates for Owl & Co's uncured material breach, Owl & Co will refund prepaid Fees for the unused portion of the Subscription Term.

13.6 Effect. On expiration or termination, all access ends, Customer will stop using the Product and Data except as permitted by Section 5.4, and all Fees accrued through the effective date remain payable. Sections 5.3, 5.4, 6, 7, 8.2, 11, 12, 13.6, 15, 16, 18, 19, 20 and 22 survive.

14. Publicity

14.1 Owl & Co may identify Customer by name as a customer on its website and in customer lists and sales materials. Use of Customer's logo, and any press release or case study, requires Customer's prior written approval, which may be given by email. Customer may opt out of this Section by stating so on the Order Form.

15. Confidentiality

15.1 Definition. "Confidential Information" means non-public information disclosed by one party to the other in connection with the Agreement that is marked confidential or that a reasonable person would understand to be confidential. Owl & Co's Confidential Information includes the Data, the Product, its methodologies and pricing. Customer's Confidential Information includes Customer Inputs. The pricing and terms of each Order Form are Confidential Information of both parties.

15.2 Obligations. The receiving party will use Confidential Information only to perform or exercise its rights under the Agreement, protect it with at least reasonable care, and disclose it only to its employees, contractors and professional advisers who need to know it and are bound by confidentiality obligations at least as protective as this Section.

15.3 Exclusions. Confidential Information excludes information that is or becomes public through no fault of the receiving party, was known to the receiving party without restriction before disclosure, is received from a third party without restriction, or is independently developed without use of the disclosing party's Confidential Information. A party may disclose Confidential Information as required by law or court order after giving reasonable notice where permitted.

15.4 Duration. These obligations continue for three years after the Agreement ends, and indefinitely for the Data and trade secrets.

16. Ownership and Feedback

16.1 Owl & Co property. Owl & Co and its licensors own all right, title and interest in the Product, the Data, the methodologies, and all improvements, including anything developed in response to Customer suggestions. No rights are granted other than the license in Section 3.

16.2 Customer analysis. Customer owns its own analyses, conclusions and work product that incorporate Data, subject to Owl & Co's continuing ownership of the Data they contain and to Sections 5 through 8. Nothing in the Agreement is a work made for hire and no Owl & Co intellectual property is assigned to Customer.

16.3 Feedback. Owl & Co may use any suggestions, corrections or feedback from Customer without restriction or compensation.

17. Usage Monitoring

17.1 Owl & Co may monitor logins, session activity, Download and Data Feed volumes, IP addresses and similar usage data to operate the Product, verify compliance with the Agreement and improve the service. Owl & Co may use aggregated, de-identified usage data for any purpose. Personal information of Authorized Users, such as names, email addresses and usage records, is handled in accordance with the Owl & Co Privacy Policy at owlandco.com/privacy.

18. Warranties and Disclaimers

18.1 Mutual. Each party represents that it has the authority to enter into the Agreement and that doing so does not violate any other agreement by which it is bound.

18.2 Owl & Co. Owl & Co warrants that it will provide the Product with reasonable skill and care and that it has the corporate authority to grant the license in Section 3. Customer's sole and exclusive remedy for breach of this warranty is re-performance of the affected service or, if Owl & Co cannot re-perform within a reasonable time, the remedy in Section 3.3.

18.3 Disclaimer. EXCEPT AS STATED IN THIS SECTION 18, THE PRODUCT AND DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE." OWL & CO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY. OWL & CO DOES NOT WARRANT THAT THE DATA IS COMPLETE, CURRENT OR ERROR-FREE, THAT ANY ESTIMATE WILL PROVE ACCURATE, OR THAT THE PRODUCT WILL BE UNINTERRUPTED. OWL & CO MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, PROVENANCE OR FREEDOM FROM THIRD-PARTY RIGHTS OR RESTRICTIONS OF ANY THIRD-PARTY SOURCE INFORMATION INCORPORATED IN THE DATA. CUSTOMER'S USE OF THE DATA IS AT ITS OWN RISK.

19. Limitation of Liability

19.1 Exclusion. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF DATA OR BUSINESS INTERRUPTION, ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

19.2 Cap. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF AN ORDER FORM WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT ORDER FORM IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

19.3 Super-cap. Customer's total liability for breach of Sections 5 through 8, other than the breaches described in Section 19.4, will not exceed two times the Fees paid or payable under the applicable Order Form in the 12 months before the event giving rise to the claim.

19.4 Exceptions. Sections 19.1, 19.2 and 19.3 do not limit (a) Customer's payment obligations; (b) Customer's indemnification obligations under Section 20.1; (c) liability for breach of Section 15; (d) liability for intentional resale, redistribution or publication of the Data, deliberate circumvention of seat, Download or Data Feed limits or access controls, or use of the Data to build a competing product or dataset; or (e) liability for fraud or willful misconduct. Owl & Co's indemnification obligations under Section 20.2 are subject to Section 19.2.

19.5 Basis of the bargain. The Fees reflect the allocation of risk in Sections 11, 18, 19 and 20, and Owl & Co would not provide the Product on these Fees without them.

20. Indemnification

20.1 By Customer. Customer will defend and indemnify Owl & Co and its officers, directors, employees and contractors against third-party claims, and resulting damages, costs and reasonable attorneys' fees, arising from (a) use of the Product or Data by Customer or an Authorized User in breach of the Agreement; (b) any external use of Data under Section 6 that violates the Agreement, materially misstates the Data or its methodology, or combines the Data with statements, conclusions or context supplied by Customer; or (c) Customer Inputs.

20.2 By Owl & Co. Owl & Co will defend and indemnify Customer and its officers, directors and employees against third-party claims, and resulting damages, costs and reasonable attorneys' fees, arising from (a) a claim that the Owl & Co-developed software, user interface, visualizations, methodology documentation or other materials of the Product, as delivered by Owl & Co, infringe a United States copyright, trademark or trade secret; or (b) Owl & Co's breach of Section 15 with respect to Customer Inputs or Customer's Confidential Information.

20.3 Exclusions and remedy. Section 20.2(a) does not apply to claims arising from or relating to (a) the Data or any third-party source information incorporated in it, including the manner in which such information was obtained; (b) Customer Inputs; (c) combination of the Product or Data with materials not provided by Owl & Co; (d) use in breach of the Agreement; or (e) Delivery Platforms operated by third parties. If a claim covered by Section 20.2(a) is made or, in Owl & Co's judgment, appears likely, Owl & Co may modify or replace the affected materials, obtain a license, or remove them under Section 3.3. Section 20.2 and the refund in Section 3.3 state Owl & Co's entire liability, and Customer's sole and exclusive remedy, for any claim that the Product, the Data or any source information infringes or violates third-party rights.

20.4 Procedure. The indemnified party will give prompt notice of the claim, allow the indemnifying party to control the defense and settlement, and cooperate reasonably. The indemnifying party will not settle a claim in a way that imposes obligations or admissions on the indemnified party without its consent, not to be unreasonably withheld.

21. Changes to these Terms

21.1 Owl & Co may update these Terms by posting a new version at owlandco.com/data-services-terms and notifying the Billing Contact at least 30 days before the end of the then-current Subscription Term. Updated Terms apply from the start of the next Renewal Term. Changes do not apply during a Subscription Term already in progress unless required by law or agreed in writing. If Customer objects to a material change, its remedy is to give notice of non-renewal under Section 13.2.

22. General

22.1 Assignment. Customer may not assign the Agreement without Owl & Co's written consent, except to an affiliate or to a successor in a merger, acquisition or sale of all or substantially all of the business to which the Agreement relates, on written notice to Owl & Co. If the successor is a provider of media measurement, market research, audience analytics or data licensing services, Owl & Co may terminate the affected Order Form on 30 days written notice and will refund prepaid Fees for the unused portion

of the Subscription Term. Owl & Co may assign the Agreement to an affiliate or successor. Any other assignment is void.

22.2 Notices. Notices must be in writing and sent by email to the addresses on the Order Form (for Owl & Co, contact@owlandco.com or a successor address Owl & Co designates), with a copy by courier or certified mail for notices of breach or termination. Email notice is effective when sent, absent a bounce message.

22.3 Governing law and venue. The Agreement is governed by the laws of the State of California without regard to conflict of laws principles. The state and federal courts in Los Angeles County, California have exclusive jurisdiction, and each party consents to that jurisdiction and venue. The prevailing party in any action to enforce the Agreement is entitled to its reasonable attorneys' fees and costs.

22.4 Force majeure. Neither party is liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including third-party platform outages, internet failures, labor disputes, government action, epidemics and natural disasters.

22.5 Relationship. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or fiduciary relationship.

22.6 Entire agreement. The Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior proposals, discussions and agreements on that subject. Consulting or advisory services are governed by a separate agreement unless an Order Form expressly includes them.

22.7 Waiver and severability. A waiver is effective only in writing and only for the instance given. If any provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect.

22.8 Electronic execution. Order Forms and amendments may be signed electronically and in counterparts, each of which is an original.

22.9 Export and sanctions. Customer will not access or use the Product from, or make Data available to any person in, a jurisdiction subject to comprehensive U.S. sanctions or to any person on a U.S. government restricted-party list.