These Terms of Use form an integral part of the Agreement which governs the use of the Service provided by the Pepr AI to the Customer using the Service. By using the Service, the Customer acknowledges and agrees that the Customer is subject to these Terms of Use and that the Customer accepts these Terms of Use.

1. Definitions

As used in these Terms of Use, unless expressly otherwise stated or evident in the context, the following capitalized terms shall have the following meaning.

1.1 "Ad Account" means a predefined advertising account (i) registered with Pepr AI and associated with the advertising account(s) on the Online Advertising Platform or (ii) to which the Service applies to as agreed between the Parties regardless of whether this advertising account is registered with Pepr AI.

1.2 "Advertising Spend" means all charges payable by the Customer for all advertising conducted with respect to an Ad Account in the Online Advertising Platform and regardless of whether the Customer conducted advertising campaigns using the Service or not.

1.3 "Agreement" means these Terms of Use which shall govern the provision of the Service by Pepr AI and the use of the Service by the Customer.

1.4 "Customer Content" means any advertising content and/or materials and other information provided by Customer to Pepr AI for the purpose of the Service, including without limitation any third party content licensed or acquired: (i) by the Customer, or (ii) by Pepr AI on behalf of and with the authorization of the Customer.

1.5 "Online Advertising Platform" means any platform, website or social media channel accessible online where advertisements may be displayed or otherwise distributed by using the Service.

1.6 "Party" means Pepr AI or Customer separately. Customer and Pepr AI together are referred to as the "Parties".

1.7 "Personal Data" means any information relating to an identified or identifiable natural person.

1.8 "Service" means the provision of the services based on Customer's active Subscription(s).

1.9 "Pepr AI Software" means Pepr AI's proprietary advertising software, including any changes, updates, upgrades, modifications and enhancements made thereto, and any related Pepr AI's proprietary modules, add-ons, tools, browser plugins, scripts and applications as well as any documentation relating thereto all of the foregoing to the extent offered by Pepr AI.

1.10 "Terms of Use" means these terms and conditions applicable to the use of the Service. Pepr AI may update and modify the Terms of Use from time to time and by continuing to use the Service after having been informed of the modification by written notice of Pepr AI (email being sufficient), the Customer accepts the modification and the revised Terms of Use shall enter into force after thirty (30) days have elapsed from the written notice of revised Terms of Use.

2. General Service Terms

2.1 The Service is designed to help the Customer in creating, managing and/or optimizing its advertising campaigns but the Customer remains responsible for how the Customer uses the Service and for achieving the intended goals and results of Customer's advertising campaigns. Pepr AI's Service operates between the Customer and the Online Advertising Platform on which the advertising campaigns are being conducted, and it is the responsibility of the Customer to ensure that the output and results of the Service meet Customer's expectations and requirements.

2.2 Pepr AI is entitled to produce the Service as it deems appropriate. The Service and the Online Advertising Platform are constantly evolving and, as a result, the features made available on the Service may change. In the event of any substantial or major change to the Service, Pepr AI will inform the Customer on its website, in the platform, or by email to the email address on record with Pepr AI.

2.3 Pepr AI provides support. Customer requesting support must allow Pepr AI to access the applicable ad accounts and provide any additional information as is reasonably necessary to provide the support. As reasonably necessary to address Customer's support request, Pepr AI's personnel may view Customer's ad accounts, settings, and campaigns and access the specific user view of Customer's user, to respond to the Customer's issue. Upon the Customer's request or approval, Pepr AI's personnel may also modify Customer's advertising campaigns and other settings in Customer's Ad Accounts, but Customer shall remain responsible for these advertising campaigns and the goals and results thereof.

2.4 The Customer undertakes not to use the Service for any unlawful purpose. The Customer also undertakes to comply with Pepr AI's reasonable directions and requests related to the Service.

2.5 The Customer is responsible for complying with all laws, rules and regulations applicable to Customer, including all laws, rules and regulations related to advertising and conducting advertising campaigns.

3. Registration

3.1 The Customer shall authorize Pepr AI to access and use the Customer's Online Advertising Platform accounts, ad accounts, and all the information therein as well as Online Advertising Platform accounts of Customer's personnel using the Service to enable proper fulfillment of this Agreement. Customer shall register the Ad Accounts with the Service. Unless otherwise agreed, the Customer may add and remove its Ad Accounts in the Service at any time in its sole discretion. The Customer represents and warrants that it has full rights and authority to give the Pepr AI the rights above and to register the ad accounts with the Service. For clarity, if the Customer uses the Service on behalf of a third party (e.g. its end customer), the Customer shall ensure that the aforementioned authorization and registration obligations are complied with also with respect to such third party.

4. Rights of Use and Proprietary Rights

4.1 Subject to the Customer's compliance with all the terms of this Agreement, Pepr AI grants the Customer a non-exclusive, non-transferable, limited right to access and use the Service, against due payment of the applicable fees, solely in connection with the Ad Accounts in the applicable Online Advertising Platform.

4.2 Customer shall not: i) attempt to copy, modify, duplicate, create or prepare derivative works from or based upon, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service or Pepr AI Software in any form or media or by any means; ii) access all or any part of the Service in order to build, plan or develop a product or service or feature which competes with the Service, Pepr AI Software or any other Pepr AI's service or offering; iii) attempt to obtain, or assist third parties in obtaining, unauthorised access to the Service or Pepr AI Software; iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise make the Service available to any unauthorised third party; or v) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the Service or Pepr AI

Software (except and only to the extent any foregoing restriction is prohibited by applicable law) or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service, Pepr AI Software or any software, documentation or data related to the Service. If Customer grants any subcontractor, supplier, end-customer, Affiliate, or other third party any access to the Service, such subcontractor, supplier, end-customer, Affiliate, and third party shall be considered equivalent to the Customer for the purposes of these Terms of Use and the Customer shall be fully responsible and liable for all acts and omissions of and any damage caused in connection with the use of the Service to such subcontractor, supplier, end-customer, Affiliate, and third party as well for ensuring their compliance with this Agreement.

4.3 The Customer agrees and acknowledges that the title and all intellectual property rights in and to the Service and any data, documentation, code, images and/or Pepr AI Software related thereto are owned and remain vested in Pepr AI or a third party. No intellectual property rights of Pepr AI shall be transferred pursuant to these Terms of Use. Customer (or Customer's third party licensor) retains all of its rights in all Customer Content which the Customer provides to Pepr AI for the performance of the Service (including without limitation material and content which the Customer has purchased or licensed from a third party). Customer hereby grants Pepr AI a non-exclusive, worldwide, and limited right to use such Customer Content for purposes of delivering and performing the Service under this Agreement. In case there are some third party restrictions relating to the Customer Content, the Customer shall notify Pepr AI of the same when providing Pepr AI with the Customer Content and the Parties shall discuss and agree in good faith on how such restrictions are taken into account in the provision of the Service. This provision does not limit Pepr AI's rights under Section 8.2 below or rights to Feedback (as defined below).

4.4 If the Customer provides feedback, requests features, changes or tools, or otherwise provides comments relating to the Service or provides suggestions or ideas for improving the Service (all the aforementioned referred to as "Feedback"), notwithstanding anything stated to the contrary in this Agreement, the Customer agrees that such Feedback will be fully assigned to Pepr AI without any obligation for Pepr AI to pay separate compensation, and Pepr AI shall have the title of, and own all rights to, such Feedback and may thus use and incorporate them into its product offerings.

4.5 For the avoidance of doubt, if the Customer uses or Service includes third-party solutions for which the Customer has a direct contractual relationship with the providers of these third-party solutions (such as mobile measurement providers and analytics providers) regardless of anything to the contrary stated herein, their use shall be exclusively governed by their provider's terms and conditions in their standard form, or as negotiated between the Customer and such third party, applicable to such solutions. This Agreement does not modify or amend, and is not in lieu of, any terms, policies or rules of an Online Advertising Platform or any other third-party provider used by Customer.

5. Fees

5.1 Unless explicitly stated to the contrary in the Order Form, Pepr AI may change the pricing from time to time upon thirty (30) days prior written notice (email being sufficient). The change shall not affect the fees for invoicing periods commenced before the effective date of the change. In case of a price change, the Customer shall be entitled to terminate this Agreement to end on the effective date of the price change by notifying Pepr AI thereof in writing.

5.2 The fees for the Service are invoiced monthly in arrears via credit card or invoice, depending on the payment method offered by Pepr AI at the time and chosen by the Customer. Customer shall remit payment thirty (30) days net from the date of the invoice. Interest on delayed payments accrues at 12% per annum or the maximum legal interest rate for late payment, whichever is less. The Customer is liable to pay Pepr AI's reasonable expenses and fees relating to collection of late payments. Customer shall provide Pepr AI with correct invoicing information (including without limitation any purchase order numbers) by the last business day before the end of the invoiced calendar month and must ensure that Customer's invoicing information remains correct and up to date. If Customer in good faith believes that Pepr AI has charged Customer incorrectly, Customer shall contact Pepr AI in writing no later than ten (10) business days after the date of the first invoice in which the error appeared, in order to receive an adjustment or credit.

5.3 The fees are exclusive of any other governmental taxes and levies. However, to the extent that any US state sales tax is applicable, Pepr AI shall add the applicable sales tax amount directly to the invoice.

6. Warranties

6.1 Pepr AI makes commercially reasonable efforts to ensure that the Pepr AI Software will be available for use on a 24/7 basis excluding temporary maintenance, updating and repairs. Pepr AI does not assume any liability for usage interruptions, breaks or errors, but it endeavours to inform the Customer of any issues with the Pepr AI Software whenever reasonably possible.

6.2 Pepr AI will provide the Service in a good and workmanlike manner and in accordance with the applicable industry practices and standards. Pepr AI does not warrant that the Service will be uninterrupted or error-free. However, Pepr AI agrees to use commercially reasonable efforts to be available to support the Customer and to correct any material error or deficiency in the Service.

6.3 The warranty does not cover errors or deficiencies attributable to (a) changes to the Service made by the Customer which have not been approved by Pepr AI in writing; (b) use of the Service contrary to these Terms of Use, or the written instructions given by Pepr AI; (c) use of the Service contrary to the Online Advertising Platform terms and policies; (d) disturbances or interruptions in the Service due to data network; or (e) a service or product not supplied by Pepr AI or other similar reason outside of the Service.

6.4 The Customer acknowledges that the use of the Service is dependent on the applicable Online Advertising Platform in which Customer's advertising campaigns are carried out and that the actions of the Customer and third-party solution providers may also affect the use of the Service. Customer is responsible for accepting and complying with any agreements, terms, policies and guidelines of Online Advertising Platforms and third-party solution providers it uses in connection with the Service. Pepr AI does not accept any liability for the operation and function of any Customer or third-party products, services, actions or omissions, including but not limited to, those of third-party solution providers, the Online Advertising Platforms or any third party that operates in or with the applicable Online Advertising Platform.

6.5 TO THE EXTENT ALLOWED BY MANDATORY LAW, PEPR AI DOES NOT HAVE ANY OTHER RESPONSIBILITY OR LIABILITY FOR THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND PEPR AI EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, CORRECTNESS AND FITNESS FOR A PARTICULAR PURPOSE.

7. IPR Indemnification and Limitation of Liability

7.1 Pepr AI will defend or settle any third party claim made against the Customer alleging that the (i) Pepr AI Software; (ii) Pepr AI-owned part of the Deliverables prepared by Pepr AI for the Customer under the Creative Service; or (iii) actions of Pepr AI under the Managed Service for which Pepr AI is responsible under the Agreement, infringes a third party intellectual property right. Customer agrees i) to promptly notify Pepr AI in writing of any such claim, ii) to allow Pepr AI to have sole control over the defence, litigation and/or settlement of any such claim and iii) to cooperate with Pepr AI in the investigation, defence and settlement thereof.

7.2 The Customer shall defend or settle any claim made against Pepr AI, and if applicable, its licensors, and Affiliates, and each such party's officers, directors, and employees, if such claim arises out of or in connection with: (a) Customer disrupting the Service in violation of applicable legislation or Customer's breach of Section 4.2 of these Terms of Use; or (b) Customer's infringement or alleged infringement of any third party's intellectual property right or (c) the Customer Content. Pepr AI agrees i) to promptly notify the Customer in writing of any such claim, ii) to allow the Customer to have sole control over the defence, litigation and/or settlement of any such claim and iii) to reasonably cooperate with the Customer in the investigation, defence and settlement thereof.

7.3 The foregoing remedies constitute Customer's sole and exclusive remedies and Pepr AI's entire liability with respect to third party infringement claims.

7.4 NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING ATTORNEYS' FEES RELATING TO SUCH EXCLUDED DAMAGES) IN ANY WAY ARISING IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT, OR FOR ANY LOSS OF DATA, LOST BUSINESS OPPORTUNITIES OR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER ARISING OUT OF OR IN CONNECTION WITH BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY MAY NOT IN ANY CALENDAR YEAR STARTING FROM THE EFFECTIVE DATE OF THE ORDER FORM OR FROM FIRST USE OF THE SERVICE, WHICHEVER IS EARLIER, EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT OF FEES RECEIVED BY PEPR AI FROM THE

CUSTOMER UNDER THE APPLICABLE SUBSCRIPTION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

7.6 THE LIMITATIONS SET FORTH ABOVE IN SECTION 7.4 AND 7.5 SHALL NOT APPLY TO (i) A VIOLATION OF SECTION 4.2; OR (ii) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 7.1 AND 7.2.

8. Confidentiality

8.1 Each Party ("Receiving Party") shall keep in confidence all material and information received from the other Party ("Disclosing Party") that is marked as confidential or which should be understood to be confidential ("Confidential Information"), and may not use Confidential Information of the Disclosing Party for any purpose other than for the proper fulfilment of the Agreement. The confidentiality and non-use obligations shall not, however, be applied to material and information: (a) which is generally available or otherwise public; or (b) which the Receiving Party has received from a third party without any obligation of confidentiality; or (c) which was in the possession of the Receiving Party prior to receipt of the same from the Disclosing Party without any obligation of confidentiality related thereto or breach of confidentiality obligations. Receiving Party may also disclose the Disclosing Party's Confidential Information to the extent required by applicable law, regulation, court order or lawful request of a governmental body.

8.2 Notwithstanding the confidentiality provisions, Pepr AI may collect, use and analyse the Customer's advertising spend data, settings and trends but may only disclose this Customer data if the data is de-identified or if it is not attributable to any individual or company. In addition, Pepr AI may collect, create, analyze, and use aggregated data, de-identified data and other information (such as product or feature usage, device metrics/metadata etc.) to facilitate market research and analysis, quality control, product and service development/improvement and to provide support and maintenance services. Pepr AI may use, store, or disclose such information or material derived from such information, as long as it is in a de-identified form or is not attributable to any individual or company.

8.3 Receiving Party shall promptly upon termination of the Agreement cease using the Disclosing Party's Confidential Information and has no longer an obligation to store Disclosing Party's Confidential Information. Disclosing Party has the right at any time to request the Receiving Party to have the Disclosing Party's Confidential Information

deleted and the Receiving Party is obliged to comply with such request without undue delay. Each Party shall, however, be entitled to retain the copies required by law or regulations and Pepr AI may continue the use of information as permitted under Section 8.2.

8.4 This Agreement will remain in force with respect to any Confidential Information disclosed during the term of this Agreement for five (5) years from the disclosure of each respective Confidential Information except that the foregoing time limit shall not apply to trade secrets for which the time limit shall continue as long as the information qualifies as trade secret under the governing law of this Agreement.

9. Term and Termination

9.1 After the Initial Term, Customer may terminate the Agreement and the use of the Service with immediate effect by a prior written notice (email being sufficient) to the account manager assigned to Customer or to info@pepr.ai, in which case Pepr AI shall send the Customer a written confirmation (email being sufficient) regarding termination without undue delay.

9.2 Pepr AI may terminate the Agreement and the use of the Service upon thirty (30) days prior written notice (email being sufficient).

9.3 Either Party may terminate this Agreement with immediate effect, if the other Party is in material breach of its obligations hereunder and fails to remedy such breach within fourteen (14) days after written notice (email being sufficient) is given by the non-breaching Party.

9.4 Upon full or partial expiration or termination of this Agreement, the Customer is obliged to cease the use of the affected parts of the Service and shall return or, upon Pepr AI's request, destroy Pepr AI's material in its possession to the extent said material relates to the affected parts of the Service, and upon Pepr AI's request confirm in writing that it has complied with the aforesaid.

9.5 Upon termination for whatever reason, no paid fees will be returned by Pepr AI, and the Customer is obliged to pay the fees past due at the effective date of such termination. In the event that fees are not fully paid when due or the obligations set out in this Agreement are not otherwise followed by the Customer, Pepr AI reserves the right to terminate the Customer's right to use the Service with immediate effect.

10. Processing of Personal Data

10.1 The Customer expressly acknowledges and agrees that it is Customer's obligation to observe and to comply with any and all privacy and data protection laws (including but not limited to GDPR and the California Consumer Privacy Act, CCPA), regulations and terms applicable to Personal Data contained in the materials provided by the Customer for the purposes of the Service regardless of the country/state in which the Customer is based. The above mentioned includes, but is not limited to, complying with the terms and restrictions related to Customer's use of customer/contact databases and complying with any applicable privacy policies and cookie opt-in policies.

10.2 In the event that (i) Pepr AI in connection with the Service processes Personal Data as a processor on behalf of the Customer and (ii) the applicable legislation (such as the GDPR or CCPA) requires Parties to put in place a data processing agreement (DPA) to govern such data processing, the Parties shall agree to a DPA.

10.3 Pepr AI may collect and process Personal Data regarding Customer's personnel and/or other representatives of the Customer in connection with the Service. Such processing is described in Pepr AI's Privacy Policy, the current version of which is available via the Service and on Pepr AI's website. The Customer shall ensure that its employees and representatives are informed about the contents of Pepr AI Privacy Policy.

11. Applicable Law and Dispute Resolution

The Agreement will be governed by the laws of Delaware excluding its provisions relating to the choice of law.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Wilmington, Delaware. The language of the arbitration shall be English.

Existence of arbitral proceedings, the proceedings, any material presented or drafted in relation to the proceedings and the verdict shall be considered as Confidential Information under this Agreement.

12. General Provisions

12.1 Pepr AI is entitled to change the working methods, hardware, data communication links, software, user interface or other system components used in the Service. Pepr AI may also use subcontractors.

12.2 Pepr AI is entitled to use Customer's name and logo as a reference for advertising purposes.

12.3 If Customer has agreed to provide Pepr AI with a case study, testimonial or any similar co-marketing deliverable (hereinafter referred to as "Co-Marketing Deliverable") in connection with this Agreement, the Customer hereby grants Pepr AI an exclusive, transferable, sublicensable, irrevocable, fully paid up, royalty-free, world-wide right to use, copy and display any Co-Marketing Deliverables in any medium during and after the term of this Agreement for its business purposes including without limitation to use the Co-Marketing Deliverable in Pepr AI's website, events, ads, social media and marketing videos and to format the same to fit the medium(s) chosen by Pepr AI.

12.4 Neither Party may assign this Agreement without the other Party's prior written consent. Parties shall, however, be entitled to assign this Agreement in whole or in part to its Affiliates and in connection with a merger or acquisition process including but not limited to the transfer of business and/or any other corporate transaction or restructuring.

12.5 No provision or right under this Agreement shall be considered waived without an explicit written statement or agreement signed by the waiving Party in each specific case. A waiver of any term, provision or right under this Agreement shall not be construed as a waiver of any other term, provision or right hereunder.

12.6 Neither Party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, storm, volcanic eruption, war, embargo, strike, riot, terrorism, accident, breakdown of plant or machinery, malicious damage, order by government or authority or the intervention of any governmental authority or any other events or circumstances beyond the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (a "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Party with written notice (email being sufficient) of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure.

12.7 This Agreement and the information submitted by the Customer during the registration process for the Service constitute the entire agreement with respect to its subject matter and replaces and supersedes any prior written and/or verbal communications. Any Customer terms and conditions, policies and other documents provided by the Customer to Pepr AI shall not become part of this Agreement or be binding upon Pepr AI without a written agreement signed by an authorized representative of Pepr AI explicitly incorporating those terms into the Order Form. Nothing in this Agreement shall be deemed or implied to create a partnership, agency, partnership or joint venture of any kind between the Parties.

12.8 If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent.