



Terms of Service Agreement

Revision: November 29, 2024

This Agreement (the “Agreement” or “Terms of Service Agreement”) and the Terms and Conditions herein (the “Terms” or “Terms and Conditions” or “Terms of Service”) are an agreement between the business specified in the Business Legal Name field of the Onboarding (the “Client”) and Adqua, LLC (“Adqua”), collectively (the “Parties”) and individually (a “Party”).

1. Onboarding

The Client agrees to complete and electronically sign an online onboarding form (the “Onboarding” or “Client Onboarding”) to enter into a legally binding contract with Adqua. The Client agrees and acknowledges that the Onboarding is an annex to the Agreement and that the Onboarding and Agreement constitute one and the same legal instrument. The Client further agrees and acknowledges that the business specified in the Business Legal Name field of the Onboarding identifies the Client, and that by electronically signing the Onboarding the Client is entering into a legally binding contract with Adqua.

The person who signs the Onboarding represents and warrants the following: (i) that they are a fully authorized representative of the Client; (ii) that they have full authority to enter into an agreement with Adqua; (iii) that they have provided complete and accurate information in the Onboarding; and (iv) that they fully agree to all the Terms and Conditions of the Agreement.

The Parties agree and acknowledge that this Agreement shall become effective on the date that the Authorized Signature field in the Onboarding (the “Authorized Signature”) has been electronically signed by the Client (the “Effective Date”), as evidenced by the Authorized Signature Date/Time field in the Onboarding (the “Authorized Signature Date/Time”) and further evidenced by the Onboarding Submission Timestamp recorded in the Onboarding system (the “Onboarding Submission Timestamp”).

2. Services

The services to be provided by Adqua to the Client under this Agreement (the “Services”) include the setup, configuration, and ongoing management of one (1) Advertising Campaign (the “Advertising Campaign,” “Ad Campaign,” or “Campaign”). In the event the Client requires more than one (1) Advertising Campaign the Services shall extend to include the additional Advertising Campaigns (each respectively, a “Supplemental Campaign”) pursuant to the Management Fees and Setup Fees sections. All Supplemental Campaigns must be on the same Advertising Platform (ex. Google Ads, Meta Ads, etc.) as the Advertising Campaign to be considered a Supplemental Campaign.

This Agreement governs the Advertising Campaign and all Supplemental Campaigns (collectively, the “Campaigns”). The Client agrees and acknowledges that the management of any campaigns on an additional Advertising Platform(s) shall require a separate agreement between the Client and Adqua for each additional Advertising Platform.



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3. Term

The Parties agree and acknowledge that this Agreement shall be for the period commencing on the Effective Date and continuing indefinitely (the “Term” or “Term of Service”) until either Party terminates this Agreement pursuant to the Termination section.

4. Service Period

The Client agrees to a period of Services (the “Service Period”) of a minimum of ninety (90) days (the “Minimum Service Period”) and to pay all Management Fees and/or Setup Fees for the Minimum Service Period. The client agrees and acknowledges that any Campaign Pause and/or Termination of this Agreement during the Minimum Service Period will not waive the rights of Adqua to any Management Fees and/or Setup Fees owed by the Client. The Client further agrees and acknowledges that the Services are ongoing in nature and will continue without interruption beyond the Minimum Service Period unless the Client terminates this Agreement pursuant to the Termination section.

5. Advertising Fees

The Client agrees and acknowledges that they will be separately billed for the cost of the Advertising Campaign and/or each Supplemental Campaign (collectively, the “Advertising Fees”) by the Advertising Platform chosen by the Client (the “Advertising Platform”), and that the Advertising Fees are the sole responsibility of the Client.

The Client agrees and acknowledges that the Advertising Fees for each month (the “Monthly Advertising Fees”) have a maximum amount that is determined by the daily and/or weekly budget set within the account settings (the “Advertising Budget”) of each respective Advertising Campaign and/or Supplemental Campaign, and that the Advertising Budget is set at the express instruction and approval of the Client. The Client further agrees and acknowledges that the Advertising Fees are separate from and unrelated to the Management Fees and Setup Fees payable to Adqua.

The Client agrees and acknowledges that the Advertising Budget may or may not be spent in its entirety during each respective month of the Campaigns, and that the Advertising Fees may be lower than the Advertising Budget as a result. Adqua does not make any representations or warranties, express or implied, that the Advertising Budget will be spent in its entirety during any respective month of the Campaigns.

6. Management Fees

The Client agrees and acknowledges that the Management Fees for the Advertising Campaign and each respective Supplemental Campaign where applicable are equal to the total of a monthly Management Base Fee (the “Management Base Fee”) and a monthly Management Scope Fee (the “Management Scope Fee”)



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(each respectively, a “Management Fee” and collectively, the “Management Fees”). The Management Fees shall be charged collectively for all Campaigns on the Advertising Platform.

The Management Base Fee for any Advertising Platform is equal to FIVE HUNDRED UNITED STATES DOLLARS (\$500 USD).

The Management Scope Fee for any Advertising Platform is equal to a percentage of the Client’s total monthly Advertising Budget for all Campaigns (the “Total Monthly Advertising Budget”) as follows: (i) TEN PERCENT (10%) for a Total Monthly Advertising Budget between ONE UNITED STATES DOLLARS (\$1) and TWO THOUSAND NINE HUNDRED NINETY NINE UNITED STATES DOLLARS (\$2,999); (ii) NINE PERCENT (9%) for a Total Monthly Advertising Budget between THREE THOUSAND UNITED STATES DOLLARS (\$3,000) and FOUR THOUSAND NINE HUNDRED NINETY NINE UNITED STATES DOLLARS (\$4,999); (iii) EIGHT PERCENT (8%) for a Total Monthly Advertising Budget between FIVE THOUSAND UNITED STATES DOLLARS (\$5,000) and NINE THOUSAND NINE HUNDRED NINETY NINE UNITED STATES DOLLARS (\$9,999); and (iv) SEVEN PERCENT (7%) for a Total Monthly Advertising Budget greater than or equal to TEN THOUSAND UNITED STATES DOLLARS (\$10,000).

The Management Fees for any Advertising Platform shall not exceed TEN THOUSAND UNITED STATES DOLLARS (\$10,000 USD) in any respective monthly Billing Cycle (the “Maximum Management Fees”).

The Client agrees and acknowledges that the Management Scope Fee is based exclusively on the Client’s Total Monthly Advertising Budget without regard to the Advertising Fees and/or whether the Total Monthly Advertising Budget is spent in its entirety during any respective month of the Campaigns. The Total Monthly Advertising Budget shall be calculated by totaling the daily budgets for all Campaigns and multiplying that value by the average number of days in a calendar month which is thirty point four (30.4) days. The calculation of the Total Monthly Advertising Budget shall not take into account any advertising schedule and/or Campaign Pause.

The Client agrees and acknowledges that the Management Fees will be automatically increased or decreased pursuant to changes of the Management Scope Fee and shall be pro-rated from the starting date of said changes. Adqua is under no requirement to provide notice, advanced or otherwise, to the Client of changes in Management Fees related to the Management Scope Fee. Adqua reserves the right to change any of its Management Fees, rates, and/or schedules at any time but shall provide a minimum of thirty (30) days prior written notice to the Client when such a change is unrelated to the Management Scope Fee.

The Client agrees and acknowledges that the Management Fees shall commence on the Effective Date of this Agreement or on a later date to be determined at the sole discretion of Adqua. The Client further agrees and acknowledges that the commencement of the Management Fees is not dependent upon any Campaign setup, Campaign setup start date, and/or Campaign setup completion date.

The following Advertising Platforms are subject to a flat rate Management Fee (a “Flat Rate Management Fee”) that only includes the Management Base Fee when calculating the Management Fees: (i) Google Local



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Services Ads ("Google LSA"). In the event the Client requires a Supplemental Campaign for Google Local Services Ads ("Google LSA"), the Flat Rate Management Fee for each respective Supplemental Campaign shall be FIFTY PERCENT (50%) of the Management Base Fee.

7. Setup Fees

The Client agrees and acknowledges that the Setup Fees for the Advertising Campaign and each respective Supplemental Campaign where applicable are equal to the total of a one-time Setup Base Fee (the "Setup Base Fee") for the first four (4) days of setup work and a one-time Setup Daily Fee (the "Setup Daily Fee") for each additional one (1) day of setup work as required (each respectively, a "Setup Fee" and collectively, the "Setup Fees"). The Setup Fees shall be charged individually for each Campaign on the Advertising Platform.

The Setup Base Fee for any Advertising Platform is equal to ONE THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$1,500 USD). The Setup Daily Fee for any Advertising Platform is equal to TWO HUNDRED FIFTY UNITED STATES DOLLARS (\$250 USD).

The Setup Fees include the setup and configuration of the Advertising Campaign, the preparation and formatting of any required media provided by the Client (ex. photos or videos), the integration of any required product catalog provided by the Client (ex. Shopify catalog), the setup of any required conversion tracking (ex. Google Tag Manager, Google Ads Conversion Actions, Meta Pixel, etc.), and the one-time setup and integration of a Google Analytics account.

The Setup Fees explicitly exclude the design and/or creation of any original media, including but not limited to the following: (i) photos; (ii) videos; (iii) image ads; (iv) logos; (v) branding designs; and (vi) social media designs.

Adqua reserves the right to change any of its Setup Fees at any time but shall provide a minimum of two (2) days prior written notice to the Client in the event the Setup Fees require a change after a Campaign setup has commenced. A change in Setup Fees may be required, at the sole discretion of Adqua, for reasons including but not limited to the following: (i) Campaign size, scope, and/or complexity; (ii) amount of required media (ex. photos and videos); (iii) size of product catalog (ex. Shopify catalog); and (iv) amount of time required to complete the Campaign setup.

8. Billing and Charges

The Client agrees and acknowledges that the Management Fees will be charged automatically (the "Automated Billing") at the start of each monthly billing cycle (the "Billing Cycle"). The Client shall provide Adqua with all necessary billing information (the "Client Billing Information") required to set up and maintain the Automated Billing throughout the Term of this Agreement. In the event the Client Billing Information changes, the Client agrees to provide Adqua with the updated Client Billing Information prior to the start of the next Billing Cycle.



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Adqua agrees to provide the Client with an invoice (the "Invoice") and payment receipt (the "Payment Receipt") after each successful charge and to deliver the Invoice and Payment Receipt to the Client's designated email address (the "Client Email Address"). The Client may request a copy of any Invoice and/or Payment Receipt at any time, in which case Adqua shall deliver the requested Invoice and/or Payment Receipt to the Client Email Address.

In the event that Adqua is unable to charge the Client due to inaccurate, outdated, and/or otherwise failing Client Billing Information (a "Failed Payment"), the Client will have ten (10) days (the "Payment Receipt Timeframe") commencing from the date of the Failed Payment (the "Failed Payment Date") to provide Adqua with updated Client Billing Information before an affected payment(s) is considered late. The Client understands and acknowledges that any payment(s) of Management Fees not received by Adqua within the Payment Receipt Timeframe shall be considered late (a "Late Payment") and in breach of this Agreement. Adqua may at its sole discretion terminate this Agreement and all Services thereunder when a Late Payment occurs.

The Automated Billing and all charges made by Adqua to the Client shall be processed in United States Dollars (USD) without regard to the geographic location of the Client and/or the Client's financial institution. The Client agrees and acknowledges that any currency conversion fees incurred by the Client as a result of paying Adqua are the sole responsibility of the Client.

9. Financial Data and Security

The Automated Billing and all charges made by Adqua are powered by Stripe, one of the world's largest, most reputable, and secure payment processors. When the Client makes a purchase at Adqua, all the Client's private financial information is stored only at Stripe. This fully ensures the security of the Client's financial information and limits its exposure.

A PCI-certified auditor has audited Stripe. They are a certified PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe uses the best-in-class security tools and practices to maintain a high level of security.

For further information about Stripe and their security practices please visit:

<https://stripe.com>

10. Campaign Pause

The Client may pause the Campaigns (a "Campaign Pause") subject to the following Campaign Pause Conditions (each a "Campaign Pause Condition" and collectively, "Campaign Pause Conditions"):



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- (i) in the event of a Campaign Pause that occurs before the completion of the Minimum Service Period, the payment of the Management Fees and the associated Automated Billing shall continue without interruption through the completion of the Minimum Service Period;
- (ii) in the event of a Campaign Pause that occurs after the completion of the Minimum Service Period, whereas the Campaign Pause is less than or equal to sixty (60) days, the payment of the Management Fees and the associated Automated Billing shall continue without interruption;
- (iii) in the event of a Campaign Pause that occurs after the completion of the Minimum Service Period, whereas the Campaign Pause is greater than or equal to sixty-one (61) days, the payment of the Management Fees and the associated Automated Billing shall continue without interruption through day sixty (60) of the Campaign Pause and shall be suspended on day sixty-one (61) of the Campaign Pause and not resume until the Campaign Pause has ended; and
- (iv) in the event of a Campaign Pause that occurs after the completion of the Minimum Service Period, whereas the Campaign Pause is greater than or equal to ninety (90) days, this Agreement may be terminated at the sole discretion of Adqua in which event the Termination Conditions shall apply.

11. Account Ownership

The advertising account managed by Adqua on behalf of the Client (the "Client Advertising Account") shall be fully owned by the Client throughout the Service Period. Adqua makes no claims of ownership, express or implied, based upon the process of account creation and/or account management. The Client agrees and acknowledges that it shall pay in full all Management Fees and Setup Fees due to Adqua without regard to account ownership.

12. Account Access

The Client agrees to provide Adqua with the administrative and management access to the Client Advertising Account and any other accounts (collectively, the "Client Accounts") that is required for Adqua to perform the Services pursuant to this Agreement (the "Adqua Management Access"). Whenever possible Adqua shall be added to the Client Accounts as a full administrator and/or manager without requiring the account credentials of the Client (the "Client Account Credentials"). In circumstances that require Adqua to use the Client Account Credentials, Adqua shall be responsible for storing the Client Account Credentials in a secure and confidential manner.

13. Intellectual Property License

For as long as this Agreement remains effective, Adqua shall have a worldwide, irrevocable, non-exclusive, transferable, sublicensable, fully paid, royalty-free license granted by the Client to Adqua to use the Business Legal Name and any Business DBA (Doing Business As) of the Client as entered in the Onboarding (collectively,



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the “Client Names”), and any associated graphical representations of the Client Names including but not limited to Client logos and icons (collectively, the “Client Logos” and in combination with the Client Names, the “Client IP”) solely in connection with the Services (the “Client IP License”).

Adqua agrees and acknowledges that the Client IP and any derivatives or combinations thereof are the sole and exclusive property of the Client (or the Client’s related entities), and further agrees and acknowledges that it will not contest ownership or validity of the Client IP, and that it will use the Client IP according to the Client’s trademark standards.

14. Communication Methods

Adqua will use the Slack App (the “Slack App” or “Slack”) as the primary method of communication with the Client. This will streamline all communications between Adqua Team Members (the “Adqua Team Members” or “Adqua Team”) and the Client and will reduce the need for emails and phone calls. Upon completion of the Onboarding, Adqua will send the Client a Slack invite via email so that the Client can join the Adqua Slack Workspace (the “Adqua Slack Workspace” or “Slack Workspace”).

Adqua will create a Private Slack Channel for the Client (the “Private Slack Channel” or “Client Slack Channel”) in which the Adqua Team Members will communicate with the Client. The Private Slack Channel will only be accessible to the Client, associates of the Client (the “Client Associates”), and Adqua Team Members. The Client may, at any time, request that Adqua provide access to the Private Slack Channel for any Client Associates. Adqua may, at its sole discretion and at any time, add and/or remove any Client Associates and/or any Adqua Team Members from the Private Slack Channel.

The Client agrees to install the Slack App on their communication devices and to use Slack as the primary method of communication with Adqua. The Client further agrees and acknowledges that Adqua is not required or obligated to communicate with the Client via other communication methods unless otherwise required by this Agreement. Adqua shall on occasion use other methods of communication with the Client (ex. email, phone, video conference, etc.) and may use its sole discretion to determine when other methods of communication are appropriate.

To learn more about Slack please visit:

<https://slack.com>

15. Representations and Warranties of Client

The Client hereby represents and warrants that:

- (i) it has entered into this Agreement freely and that the duties, obligations, and/or responsibilities of each Party are limited to the Terms and Conditions of this Agreement;



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- (ii) all information provided by the Client in the Onboarding is accurate and truthful at the time of its submission;
- (iii) it has complied with all federal, state, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required for Adqua to perform the Services contemplated by this Agreement and shall provide proof of same upon request by Adqua;
- (iv) it has all legal rights to use the Client IP including but not limited to the right to use the Client IP in the Campaigns and to license the Client IP to Adqua;
- (v) use of the Client IP in the Campaigns shall not infringe upon the intellectual property rights of any person, business, and/or entity;
- (vi) its relationship with Adqua will not cause or require that it breach any obligation and/or confidence related to any confidential, trade secret, and/or proprietary information of any other person, business, and/or entity;
- (vii) it will not provide to Adqua in its performance of the Services any proprietary and/or confidential information, whether or not in writing, of a former contracted person, business, and/or entity without that person, business, and/or entity's written permission and/or authorization;
- (viii) it shall pay in full all unpaid Management Fees and/or Setup Fees to Adqua without any dependency and/or regard to a Campaign Outcome and/or the satisfaction of the Client;
- (ix) it shall not use or attempt to use a Good Reason Termination for the purposes of circumventing or avoiding any of the Termination Terms and Conditions that may otherwise be applicable and enforceable; and
- (x) it shall comply with all federal, state, and/or local laws and/or regulations when performing any duties, obligations, and/or responsibilities contemplated by this Agreement.

16. Representations and Warranties of Adqua

Adqua hereby represents and warrants that:

- (i) it has entered into this Agreement freely and that the duties, obligations, and/or responsibilities of each Party are limited to the Terms and Conditions of this Agreement; and
- (ii) it shall comply with all federal, state, and/or local laws and/or regulations when performing any duties, obligations, and/or responsibilities contemplated by this Agreement.



17. Termination

This Agreement and the Services under this Agreement may be terminated at any time by the Parties (a “Termination”) pursuant to the following terms and conditions of Termination (the “Termination Terms and Conditions”):

- (a) **Notice.** A Termination may be initiated by one Party notifying the other Party of the Termination in writing (a “Termination Notice”) pursuant to the Notices section. Any Termination Notice must include: (i) the date of Termination (the “Termination Date”); (ii) the basis and/or reason for Termination (the “Termination Basis”); and (iii) any relevant references to the Termination Terms and Conditions.
- (b) **Dissolution.** This Agreement shall terminate upon the legal dissolution of a Party (a “Party Dissolution”) and/or any material changes in the operating status and/or business viability of a Party that prevents the performance of the Services, duties, and responsibilities contemplated by this Agreement. In the event of a Party Dissolution, the Party being dissolved shall provide the other Party with a minimum of thirty (30) days prior written notice of the Party Dissolution (a “Party Dissolution Notice”).
- (c) **Termination by Adqua for Cause.** Adqua may terminate this Agreement at any time during the Term of Service for “Cause” (a “Cause Termination”), provided that Adqua shall provide the Client with a Termination Notice specifying in reasonable detail the Termination Basis, and a minimum of ten (10) calendar days after receipt of such Termination Notice in which to cure such Cause (the “Cure Period”), if it is reasonably capable of being cured. The Services shall terminate at the end of the Cure Period if the Client has failed to cure the Termination Basis within the Cure Period. For the purposes of this Agreement, a Cause shall mean the occurrence of any of the following (each respectively, a “Cause”): (i) removal of the Adqua Management Access by the Client; (ii) non-payment of any fees owed by the Client to Adqua; (iii) cessation of communications by the Client to Adqua; (iv) knowingly or recklessly causing material injury to Adqua’s business or reputation; (v) commission of dishonest or fraudulent conduct whether or not in connection with the Services; (vi) unlawful behavior involving moral turpitude whether or not in connection with the Services; (vii) any threatening, harassing, or belligerent comments and/or behaviors exhibited by the Client to Adqua; (viii) the Client’s violation, breach, or infringement of any law or regulation that directly or indirectly affects Adqua, Adqua clients, and/or any person, business, and/or entity; and/or (ix) a material Default of this Agreement and/or any of Adqua’s policies.
- (d) **Termination by Client for Good Reason.** The Client may terminate this Agreement at any time during the Term of Service for “Good Reason” (a “Good Reason Termination”), provided that the Client shall provide Adqua with a Termination Notice specifying in reasonable detail the Termination Basis, and a minimum of ten (10) calendar days after receipt of such Termination Notice in which to cure such Good Reason (the “Cure Period”), if it is reasonably capable of being cured. The Services shall terminate at the end of the Cure Period if Adqua has failed to cure the Termination Basis within the Cure Period. For the purposes of this Agreement, a Good Reason shall mean the occurrence of any of the following



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(each respectively, a “Good Reason”): (i) Adqua requiring the Client to engage in any illegal act; (ii) any threatening, harassing, or belligerent comments and/or behaviors exhibited by Adqua to the Client; (iii) Adqua’s violation, breach, or infringement of any law or regulation that directly or indirectly affects the Client, and/or any person, business, and/or entity; and/or (iv) a material Default of this Agreement and/or any of Adqua’s policies.

- (e) **Obligations of Client Following Termination.** Following the Termination of this Agreement, under the circumstances described below, the Client shall pay to Adqua the following payments and fees in full satisfaction and final settlement of any and all claims and demands that Adqua now has or hereafter may have against the Client (and its officers, directors, shareholders, and affiliates) under this Agreement (and provided Adqua executes an appropriate release of claims against the Client in a form provided by the Client):

Payments BEFORE the completion of the Minimum Service Period:

- (i) In the event that the Agreement is terminated by the Client voluntarily other than for Good Reason, or by Adqua for Cause, before the completion of the Minimum Service Period, the Client is responsible to pay to Adqua any unpaid Management Fees and/or any unpaid Setup Fees for the total Minimum Service Period within seven (7) days of the Termination Date.
- (ii) In the event that the Agreement is terminated by the Client for Good Reason, or by Adqua voluntarily other than for Cause, before the completion of the Minimum Service Period, the Client is responsible to pay to Adqua any unpaid Management Fees pro-rated through the Termination Date and/or any unpaid Setup Fees in full within seven (7) days of the Termination Date.
- (iii) In the event that the Agreement is terminated by the Client for explicit reason of non-agreement to an Amendment, before the completion of the Minimum Service Period, and whereas the Termination Notice is provided within a maximum of ten (10) days of an Amendment Notice, the Client is responsible to pay to Adqua any unpaid Management Fees and/or any unpaid Setup Fees for the total Minimum Service Period pursuant to the Terms prior to the Amendment Notice within seven (7) days of the Termination Date.

Payments AFTER the completion of the Minimum Service Period:

- (iv) In the event that the Agreement is terminated by the Client voluntarily other than for Good Reason, or by Adqua for Cause, after the completion of the Minimum Service Period, the Client is responsible to pay to Adqua any unpaid Management Fees and/or any unpaid Setup Fees through the Termination Date in full if the Client is providing a Voluntary Termination Notice pursuant to the required timeframes, or if the Client is unable to provide a Voluntary Termination Notice pursuant to the required timeframes or if Adqua is terminating for Cause, the Client is responsible to pay to Adqua an additional sixty (60) days of Management Fees at



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the same price of the Management Fees for the prior month's Billing Cycle within seven (7) days of the Termination Date.

- (v) In the event that the Agreement is terminated by the Client for Good Reason, or by Adqua voluntarily other than for Cause, after the completion of the Minimum Service Period, the Client is responsible to pay to Adqua any unpaid Management Fees pro-rated through the Termination Date and/or any unpaid Setup Fees in full within seven (7) days of the Termination Date.
- (vi) In the event that the Agreement is terminated by the Client for explicit reason of non-agreement to an Amendment, after to the completion of the Minimum Service Period, and whereas the Termination Notice is provided within a maximum of ten (10) days of an Amendment Notice, the Client is responsible to pay to Adqua any unpaid Management Fees pro-rated through the Termination Date and/or any unpaid Setup Fees in full pursuant to the Terms prior to the Amendment Notice within seven (7) days of the Termination Date.
- (f) **Duties of Adqua Upon Termination.** Upon the Termination of this Agreement, by any Party and for any Termination Basis, Adqua shall: (i) remove the Adqua Management Access from the Client Accounts; and (ii) remove any Client Account Credentials from its records and systems.
- (g) **Use of Client IP Upon Termination.** Upon the Termination of this Agreement, by any Party and for any Termination Basis, Adqua shall cease use of the Client IP within a maximum of ten (10) days of the Termination Date except for any use of the Client IP in any marketing of Adqua, including but not limited to, use in Adqua owned websites, sales decks, sales presentations, case studies, and other marketing materials (the "Adqua Marketing Client IP Use"). The Client IP License shall survive the Termination of this Agreement in perpetuity for the Adqua Marketing Client IP Use. Any request made by the Client for Adqua to cease the Adqua Marketing Client IP Use may be granted at the sole discretion of Adqua.
- (h) **Voluntary Termination by Client.** In the event of any voluntary Termination of this Agreement, by the Client and for any Termination Basis, the Client shall provide Adqua with a minimum of thirty (30) days prior written notice of the Client's intention to terminate the Agreement when before the completion of the Minimum Service Period, and a minimum of sixty (60) days prior written notice of the Client's intention to terminate the Agreement when after the completion of the Minimum Service Period (each respectively, a "Voluntary Termination Notice").
- (i) **Voluntary Termination by Adqua.** In the event of any voluntary Termination of this Agreement, by Adqua and for any Termination Basis, Adqua shall provide the Client with a minimum of thirty (30) days prior written notice of Adqua's intention to terminate the Agreement (a "Voluntary Termination Notice").



- (j) **Post Termination Cooperation.** Upon the Termination of this Agreement, by any Party and for any Termination Basis, the Parties agree to cooperate with each other in the following ways: (i) to provide reasonable assistance to ensure that the Client Accounts can continue to be accessed and managed; (ii) to provide and execute any documents and/or releases that may be required pursuant to the Termination Terms and Conditions; and (iii) to provide and execute any documents and/or releases that may be required under federal and/or state laws, or by any court order.

18. Disclaimers and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADQUA WILL NOT BE LIABLE TO THE CLIENT UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADQUA SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, RELIANCE, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF WAGES, LOSS OF DATA, BUSINESS INTERRUPTION, REPUTATIONAL HARM, EMOTIONAL HARM, PERSONAL INJURY, OR PROPERTY DAMAGE (EVEN IN THE EVENT THAT ADQUA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THAT SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES.

ADQUA CANNOT AND DOES NOT MAKE ANY GUARANTEE, WARRANTEE, PROMISE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT THE CAMPAIGNS WILL HAVE A SPECIFIC OUTCOME OR RESULT, OR AN OUTCOME OR RESULT DEEMED TO BE SUCCESSFUL BY THE CLIENT (EACH RESPECTIVELY, A "CAMPAIGN OUTCOME").

ADQUA CANNOT AND DOES NOT MAKE ANY GUARANTEE, WARRANTEE, PROMISE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT THE CLIENT WILL BE SATISFIED WITH ADQUA, OR THAT IT WILL MEET WITH THE CLIENT'S PERSONAL EXPECTATIONS OR REQUIREMENTS. THE CLIENT THEREFORE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE CLIENT'S SOLE REMEDY AND RECOURSE FOR DISSATISFACTION WITH ADQUA IS SIMPLY TO TERMINATE THIS AGREEMENT AND CEASE USE OF THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TERMS, AND/OR ANY OF ADQUA'S POLICIES, AND/OR IN ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE TOTAL MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO USE OF THE SERVICES WILL IN NO EVENT EXCEED THE AMOUNT OF TEN THOUSAND UNITED STATES DOLLARS (\$10,000 USD) (THE "MAXIMUM LIABILITY").

NOTWITHSTANDING ANY OTHER APPLICABLE STATUTE OF LIMITATION, ANY LEGAL ACTION, LEGAL PROCEEDING, OR DISPUTE RESOLUTION PROCEEDING MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE ALLEGED OFFENSE, ACT, EVENT, OR OCCURRENCE GIVING RISE TO THE CLAIM (THE "ACTION COMMENCEMENT LIMITATION").

THERE ARE SOME JURISDICTIONS THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THE CLIENT RESIDES IN A LOCATION GOVERNED BY SUCH A JURISDICTION, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE CLIENT OR MAY ONLY APPLY TO THE CLIENT IN PART. IN SUCH INSTANCES THE ABOVE LIMITATIONS AND EXCLUSIONS



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APPLY TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE JURISDICTION WHERE THE CLIENT RESIDES.

ADQUA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADQUA COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS OUTSIDE OF THE UNITED STATES. IF THE CLIENT IS LOCATED OUTSIDE OF THE UNITED STATES, THE CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH DIFFERENT LAWS, REGULATIONS, OR CUSTOMS THAT MAY APPLY IN CONNECTION WITH THE SERVICES.

ADQUA IS NOT ENGAGING THE CLIENT IN A JOINT VENTURE, PARTNERSHIP, OR OTHER FORM OF JOINT ENTERPRISE BETWEEN ADQUA AND THE CLIENT AND EXPRESSLY DENIES ANY CLAIMS TO THE CONTRARY.

ADQUA CANNOT AND DOES NOT MAKE ANY GUARANTEE, WARRANTEE, PROMISE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ANY COMMUNICATIONS WITH THE CLIENT VIA THE SLACK APP WILL BE PRIVATE, CONFIDENTIAL, AND/OR SECURE.

19. Indemnification

The Parties agree to indemnify, defend, and release the each other, mutually and in good faith, from and against any actual or threatened Claims, lawsuits, legal proceedings, disputes, demands, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable legal and accounting fees and costs of defense of Claims, lawsuits, or legal proceedings) (individually, a "Claim" and collectively, "Claims"), arising out of or related to any: (i) Party's action(s) deemed to be negligent; (ii) Party's Default of this Agreement; and (iii) Party's violation and/or non-compliance with any federal, state, and/or local law and/or regulation (individually, an "Indemnified Claim" and collectively, the "Indemnification").

In the event that a Party becomes aware of an Indemnified Claim, the Party who becomes aware shall notify the other Party promptly of the existence of the Indemnified Claim. The Party receiving indemnification (the "Indemnified Party") shall provide the Party giving indemnification (the "Indemnifying Party") with reasonable assistance, when appropriate, in defending the Indemnified Claim at the Indemnifying Party's own expense. In return the Indemnifying Party agrees to allow the Indemnified Party to participate in the defense and will not settle any such Indemnified Claim without the Indemnified Party's express prior written authorization. The Indemnified Party reserves the right, at the Indemnified Party's own expense, to assume the exclusive defense of any matter otherwise subject to Indemnification. In that event, the Indemnifying Party will have no further obligation or responsibility to defend the Indemnified Party in that matter.

20. Governing Law and Jurisdiction

This Agreement and any action arising out of the Client's use of the Services will be governed by the laws of the State of Washington, United States, without regard to or application of its conflict of law provisions or the Client's state or country of residence. Unless submitted to arbitration pursuant to the Arbitration section, all claims, legal proceedings, or litigation arising in connection with the Client's use of the Services will be brought



solely in King County, Washington, United States, and the Client consents to the jurisdiction of and venue in such courts and waives any objection as to inconvenient forum.

21. Arbitration

In the event of a claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than TEN THOUSAND UNITED STATES DOLLARS (\$10,000 USD), the Party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration.

When choosing arbitration, the Party requesting relief may initiate the arbitration through an established Alternative Dispute Resolution (“ADR”) provider. The ADR provider must be mutually agreed upon by the Parties. The Parties and the ADR provider must comply with the following rules: (i) the arbitration shall be conducted by telephone, video conference, and/or be solely based on written submissions, as selected by the Party initiating the arbitration; (ii) the arbitration will not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed upon by the Parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

22. Default

Any violation, breach, infringement, and/or non-compliance of/with the Terms of this Agreement, in whole or in part, is a Default (a “Default” or “Default Event”).

In the event of a Default by the Client, the Client acknowledges and agrees that: (i) Adqua is entitled to seek legal action and remedies, in any jurisdiction, to the maximum extent permitted under applicable law; (ii) Adqua is entitled to apply for injunctive remedies or an equivalent type of urgent legal relief, in any jurisdiction, without providing notice of opportunity to cure; (iii) no failure or delay of Adqua in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power; and (iv) the rights and remedies of Adqua hereunder are cumulative and are not exclusive of any rights or remedies which Adqua would otherwise have hereunder.

23. Force Majeure

A Party will not be considered in Default of this Agreement and will not be liable to the other Party for any delay or failure to perform its duties, obligations, and/or responsibilities under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or other similar event beyond that Party’s reasonable control (each respectively, a “Force Majeure Event”). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable: (i) notify the other Party of the Force Majeure Event and its



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impact on performance under this Agreement; and (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

24. Amendments

Adqua may change, edit, or amend the Agreement at any time, and at its sole discretion, including any of the Terms and Conditions that are incorporated therein (each, an “Amendment” and collectively, “Amendments”). If an Amendment to the Agreement, at Adqua’s discretion, is material, Adqua will notify the Client of such Amendment (an “Amendment Notice”), and those material Amendments will become effective immediately upon notification. If Adqua is required by law to obtain the Client’s consent prior to making certain Amendments to the Agreement, Adqua shall first obtain the Client’s consent and provide the Client with the opportunity to opt out of the Amendments.

Adqua reserves the right to determine the form and means of providing an Amendment Notice to the Client, and the Client agrees to receive legal notices electronically if that’s what Adqua decides. The Client’s continued use of the Services after receiving an Amendment Notice shall constitute the Client’s agreement and acceptance of the Amendments and the amended Agreement. If the Client does not agree to the Amendments or to any of the Terms and Conditions of this Agreement, the only recourse of the Client is to terminate the Agreement and cease use of the Services.

Adqua shall maintain a current revision of the Agreement, inclusive of all Amendments, for the Client to view and/or download at any time throughout the Term of this Agreement.

To view the current revision of the Agreement please visit:

https://adqua.com/agreements/terms_of_service_agreement.pdf

25. Survival

All Terms and Conditions of this Agreement shall survive the expiration or Termination of this Agreement in their entirety to the maximum extent permitted under applicable law.

26. Notices

All notices permitted or required under this Agreement, unless otherwise specified in this Agreement, must be sent in writing using one of the following delivery methods to be valid: (i) if sent to the Client by Adqua via email, to the Business Legal Email Address specified in the Client Legal Information section of the Onboarding; (ii) if sent to the Client by Adqua via postal mail, to the Business Legal Mailing Address specified in the Client Legal Information section of the Onboarding; (iii) if sent to Adqua by the Client via email, to the email address Legal@adqua.com; and (iv) if sent to Adqua by the Client via postal mail, to the mailing address Adqua, LLC, PO Box 85, North Bend, WA 98045, United States.



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Notices will be deemed to be delivered as follows: (i) if sent to the Client by Adqua via email, when the notice is emailed by Adqua; (ii) if sent to the Client by Adqua via postal mail, when the notice is mailed by Adqua; (iii) if sent to Adqua by the Client via email, when the notice is received by Adqua; and (iv) if sent to Adqua by the Client via postal mail, when the signature confirmation of the postal mail is signed by Adqua.

The Parties agree and acknowledge that all notices sent via postal mail: (i) may use a shipping carrier chosen by the sending Party; (ii) must have a guaranteed delivery timeframe not to exceed ten (10) days; and (iii) must include signature confirmation.

27. Electronic Communications

Adqua has the right to send the Client agreements, notices, disclosures, Amendments, and other communications electronically using email, Slack, or by another electronic method of their choice. The Client consents to receive communications from Adqua electronically in accordance with this Agreement and applicable law. The Client agrees and acknowledges that electronic communications Adqua sends to the Client will satisfy any legal requirements that such communications be in writing.

28. Counterparts and Electronic Signatures

The Parties may execute this Agreement, agreements ancillary to this Agreement, annexes to this Agreement, and related documents entered into in connection with this Agreement, in any number of counterparts, each of which is an original but all of which constitute one and the same legal instrument. This Agreement, agreements ancillary to this Agreement, annexes to this Agreement, and related documents entered into in connection with this Agreement, are signed when a Party's signature is delivered by facsimile, email, electronic signature, or another electronic medium. These signatures have the same force and effect as the original and/or non-electronic signatures.

29. Electronic Records

Adqua shall maintain an electronic record of the Agreement (the "Agreement Electronic Record") during the Term of this Agreement and for a minimum of one (1) year following the Termination Date. The Agreement Electronic Record shall include: (i) all Onboarding entries made by the Client (the "Client Onboarding Entries"); (ii) all Onboarding meta data including but not limited to the Onboarding Submission Timestamp, user entry ID, user IP address, user geolocation, and user journey (collectively, the "Onboarding Meta Data"); (iii) the current revision of the Agreement; and (iv) all past revisions of the Agreement.

Upon successful submission of the Onboarding the Client shall automatically receive an email containing the Client Onboarding Entries and the Authorized Signature (the "Onboarding Submission Email"). A link to the current revision of the Agreement shall also be provided in the Onboarding Submission Email for viewing and downloading by the Client.



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The Client may request an electronic and/or paper copy of the Agreement Electronic Record, in whole or part, during the Term of this Agreement and for a maximum of one (1) year following the Termination Date (each respectively, an "Agreement Electronic Record Request"). Adqua shall provide the Agreement Electronic Record to the Client within seven (7) days of the Agreement Electronic Record Request when requested in electronic form and within fourteen (14) days of the Agreement Electronic Record Request when requested in paper form.

To view the current revision of the Agreement please visit:

https://adqua.com/agreements/terms_of_service_agreement.pdf

30. Assignment

The Client may not assign or transfer this Agreement, or any of their rights or obligations under this Agreement, without Adqua's express prior written authorization. Any attempt to assign or transfer this Agreement without Adqua's express prior written authorization will be in violation of this Agreement and deemed void. Adqua reserves the right to freely assign or transfer this Agreement at any time and at their sole discretion. This Agreement inures to the benefit of and is binding upon the Parties and their respective legal representatives, successors, and assigns.

31. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding Adqua (except as to services that require a separate written agreement with Adqua, in addition to this Agreement). This Agreement is the complete and exclusive expression of the Parties' agreement about the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement.

The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter this Agreement by the other Party, and neither Party is relying on any statement, representation, warranty, or agreement of the other Party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

32. Severability / Blue Pencil

If any one or more of the provisions contained in this Agreement is for any reason deemed to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement. In such instances this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this Agreement to be unreasonable.



In addition, if any provisions are held to be unenforceable because of their scope, duration, or area of applicability, the court or tribunal making such determination will have the power to modify such scope, duration, or area of applicability, or all of them, and such provisions will then be applicable in such modified form, and every other provision of this Agreement will remain in full force and effect.

33. Waiver

No failure or delay of any Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a Party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

34. Relationship

This Agreement does not create a joint venture, partnership, or other form of joint enterprise between Adqua and the Client. Except as expressly provided herein, neither Party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

35. Further Assurances

In the event that Adqua is required, compelled, or decides to confirm the effect and intent of this Agreement as it applies to the Client and any of the Client's rights and obligations under this Agreement, the Client agrees to execute a hard copy of this Agreement and any other relevant documents, and to take any relevant actions that Adqua may request at Adqua's expense.

36. Interpretation

When interpreting or construing the Terms and Conditions of this Agreement: (i) the descriptive headings of the provisions, clauses, sections, and sub-sections of this Agreement are for convenience purposes only, and do not affect this Agreement's construction and/or interpretation; (ii) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it; (iii) "includes" means includes without limitation; (iv) if a word or phrase is defined, its other grammatical forms have corresponding meanings; (v) this Agreement includes all policies, guidelines, appendixes, schedules, annexures, and exhibits to it; (vi) a clause, appendix, schedule, or annexure is a reference to a clause, appendix, schedule, or annexure, as the case may be, of this Agreement; and (vii) a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.



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37. Plural and Gender

Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Words used in the masculine or the feminine, where the context so permits, shall be deemed to mean the other and vice versa. The definitions of words in the singular in this Agreement shall apply to such words when used in the plural where the context so permits and vice versa. The definitions of words in the masculine or feminine in this Agreement shall apply to such words when used in the other form where the context so permits and vice versa.

38. References

In the event that any Terms and Conditions of this Agreement incorrectly reference the number, letter, and/or identifier of the section and/or sub-section of any other Terms and Conditions contained within this Agreement, the incorrectly referenced number, letter, and/or identifier will be deemed as automatically reassigned to its correct number, letter, and/or identifier, and the purpose, intent, and/or interpretation of the Terms and Conditions referencing the incorrect number, letter, and/or identifier and that of the referenced Terms and Conditions shall remain intact, in force, and unencumbered, under the exclusive condition that the incorrectly referenced number, letter, and/or identified is further defined by the correct section and/or sub-section heading and/or name.

39. Contact Us

For questions pertaining to this Agreement please contact:

Legal@adqua.com

For all other inquiries please contact:

Support@adqua.com

Mailing Address:

Adqua, LLC
PO Box 85
North Bend, WA 98045
United States

Adqua hereby agrees to all the Terms and Conditions of the Agreement and has executed the Agreement on the Effective Date.



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A handwritten signature in blue ink, appearing to read 'Michael Samson', is written over a large, stylized blue scribble that forms a large, abstract shape.

Michael Samson
Co-Founder & CEO