SOCIALDATABASE

These terms of service (these "Terms") govern your use of our Services (as defined below). "We" or "us" or "our" or "Mysocialdatabase.com B.V." or "Socialdatabase" means Mysocialdatabase.com B.V., a Dutch company residing at Slego 1a, 1046 BM, Amsterdam, the Netherlands. "You" or "your" means the client indicating acceptance of these Terms or using the Services.

BY ACCEPTING THESE TERMS, EITHER BY SIGNING THE ORDER FORM INDICATING YOUR ACCEPTANCE OR BY ACCESSING AND USING THE SERVICES, YOU AGREE TO THESE TERMS.

1. PROVISION OF SERVICES AND USE OF THE PRODUCT

1.1 Overview of Services. Mysocialdatabase.com B.V. creates products and services that help brands better understand their audiences and create more engaging advertising campaigns by analyzing and enriching publicly available X / X Corp data. You need to submit an order form (each, a "Order") detailing the requested services (the "Services") and the data product output of the Services (the "Product").

1.2 Restricted Targeting. Neither the Services nor any Product includes, and we may reject or refuse to perform, any services or targeting that would cause us to violate any applicable laws or regulations or any X / X Corp Policies (as defined below), or the processing of any special categories of personal data (as defined in Article 9 of the GDPR) or any personal data relating to criminal conviction and offenses (as defined in Article 10 of the GDPR) (collectively, the "Restricted Data").

1.3 Reservation of Rights. We retain all right, title, and interest in and to the Services, each Product, either of their underlying technologies, and all related intellectual property rights, including without limitation any modifications, updates, customizations, apps, or other add-ons. Your rights to use the Product are limited to those expressly set forth in these Terms. We reserve all other rights in and to the technologies underlying our provision of Services and the Product.

1.4 Revocable License. Subject to your compliance with these terms, Mysocialdatabase.com B.V. grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Product according to the Terms. This license has a standard duration of three (3) months from the date that the Order is signed by you unless otherwise specified in the Order.

1.5 Services. The Services are provided on an 'as is' basis. You acknowledge and agree that we cannot warrant that (use of) the Services will have the results desired by you, that the Services will be available on a continuous basis or that they will be available with consistent levels of quality, connectivity and security, due to the fact that such use depends (partly) on circumstances beyond our reasonable control. We don't accept any liability for damages resulting from or in connection with the events disclaimed in this Article 1.5.

1.6 Compliance. You will comply with all laws and regulations with respect to your receipt and use of the Services. You must comply with X / X Corp's Terms of Service , X / X Corp's Privacy policy , the X / X Corp Rules and Policies, and all incorporated policies (collectively, the "X / X Corp Policies") in order to receive and use the Product. You need to provide us access to your X / X Corp account in order for us to provide the Services. You guarantee and declare that you will comply with the X / X Corp Policies at all times. You acknowledge and agree that we are not responsible for, and have no control over, X / X Corp's products or services. Please refer to the X / X Corp Policies for their data use and collection practices.

2. FEES

2.1 Fees. For the Services provided under these Terms, you will pay us the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, applicable fees will be invoiced to you after acceptance of the Order. The fee will be due and payable in 30 days from the date of invoice. Fees are non-cancelable and non-refundable. All fees paid and expenses reimbursed under these Terms will be in Euros or in US dollars. Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason.

2.2 Failure of payment. If you fail to pay according to the agreed terms and after written notice from Mysocialdatabase.com B.V., we can demand payment for all claims related to the Services in this Agreement. We can also claim legal interest immediately.

We can stop delivering any services under the Agreement, terminate any agreement with you, or suspend delivery until you pay all outstanding invoices. If you fail to fulfill your obligations on time, we can claim full compensation for damages.

3. SUBSCRIPTION

3.1 <u>Access.</u> In the case of a subscription, you agree to an initial and recurring monthly subscription fee. You will be granted ongoing access to our Dashboard provided that you fulfill the payment requirements.

3.2 <u>Cancellation.</u> You may cancel your subscription at any time without specification of reasons and penalty. Access to the Dashboard will be terminated at the end of the subscription month.

3.2 <u>Change.</u> We reserve the right to change our subscription plans and pricing at any time. We will notify you in advance of any changes that may affect your subscription.

3.3 <u>Termination.</u> In case of violation of our Terms or in case of force majeure, we reserve the right to terminate your subscription at any time. If we do so, we will provide you with a prorated refund for any unused portion of your subscription.

3.4 <u>Fees.</u> In case of a subscription you will be billed according to the subscription plan you have chosen. Payments will be charged automatically on a recurring monthly basis, depending on the plan you have selected. In case of cancellation, refunds will not be issued for any unused portion of your subscription. Fees are non-cancelable and non-refundable. All fees paid and expenses reimbursed under these Terms will be Euros or in US dollars. Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason.

4. DATA.

4.1 We use data in accordance with our Privacy Policy.

4.2 GDPR Compliance. For clients subject to the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the parties agree to the data processing terms set out in Annex 1 – Processing operations performed by Mysocialdatabase.com BV on behalf of the Client, which is hereby incorporated into and forms an integral part of these Terms.

5. DISCLAIMERS. Your receipt or use of the services is at your sole risk.

6. LIMITATIONS OF LIABILITY

6.1 <u>Cap on liability</u>. To the extent permitted by law, under no circumstances will Mysocialdatabase.com B.V. parties' total liability of all kinds arising out of or related to these terms (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amounts paid by you under the applicable order giving rise to the claim.

7. GENERAL PROVISIONS

7.1 <u>Access by Competitors.</u> You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

7.2 <u>Relationship.</u> We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of these Terms.

7.3 <u>Assignment and Delegation</u>. You may not assign any of your rights or delegate any of your obligations under these Terms (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under these Terms nor release you of your liability under these Terms. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations

under these Terms without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, these Terms will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

7.4 <u>Confidentiality.</u> Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

7.4 <u>Force Majeure</u>. We will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond our reasonable control.

7.5 <u>Governing Law.</u> These Terms are governed by Dutch Law and the interpretation thereof, as well as to all offers and agreements of Mysocialdatabase.com B.V. The applicability of the Vienna Sales Convention 1980 is explicitly excluded. All disputes arising from any agreement or relating to any agreement, product or service supplied and rendered by us and/or pertaining to these Conditions are subject to the exclusive jurisdiction of courts of Amsterdam, the Netherlands.

7.6 <u>No Third-Party Beneficiaries</u>. There are no third-party beneficiaries to these Terms.

7.7 <u>Severability</u>. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the use of the Services under these Terms is found to be illegal, unenforceable, or invalid, your right to use the Services will immediately terminate.

7.8 <u>Entire Agreement.</u> These Terms contain the entire agreement of the parties with respect to the subject matter of these Terms and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.

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<u>**Annex 1**</u>

Processing operations performed by Socialdatabase on behalf of the Client

1. Description of the activity in the course of which the personal data are processed:

Socialdatabase searches and thereafter composes so-called customized audiences for the benefit of the Client. The activity performed by Socialdatabase consists of Socialdatabase searching personal data in its own secure database (being a real-time copy of the X / X Corp database) on the request of the Client to find and create a customized audience tailored to the wish of the Client who can thereafter target this customized audience with targeted and customized advertisements on X / X Corp.

2. Description of the types of personal data being processed:

In the execution of this Agreement Socialdatabase processes publicly available X / X Corp data, which consist of various different types of personal data including:

· X user account name;

· X @handle;

· X ID number;

· lists of followers;

· list of following;

· profile information;

· information about tweets (e.g. date and time created, content and application and version of X / X Corp tweeted from);

· lists created by X account;

· comments;

· retweets; and

· (if provided) language and location data.

Socialdatabase does <u>not</u> process any so-called special categories of personal data (as defined in article 9 GDPR), or any personal data relating to criminal convictions and offences (as defined in article 10 GDPR) for the purpose of this Agreement.

3. Description of the types of processing of personal data which take place:

Socialdatabase collects the personal data as described above from its own database, which is a real-time copy of the X / X Corp database connected by means of an Application Programming Interfaces (API). On the basis of the targeted request from the Client Socialdatabase performs an analysis on the personal data. The analysis performed by means of various algorithms results in a dataset with the personal data of data subjects who meet the criteria and fall within the targeted request of the Client.

From the dataset Socialdatabase derives all X / X Corp ID numbers linked to that specific set. This bundle of X / X Corp ID numbers (personal data) is then hashed using cryptographic hash function SHA-2 and transferred to X / X Corp.

Once the bundle is received by X / X Corp, Socialdatabase deletes the dataset as created in its own database.

4. Description of the purpose(s) for which the personal data are being processed and the legal ground for processing: *Purpose*

The processing takes place for marketing purposes, more in particular targeted advertising by the Client. The purpose of the processing is to identify X / X Corp users who are likely to be interested in products and services of the Client.
Legal ground

The purpose for processing as described above takes place on the basis of the legitimate business interests (namely that the processing is necessary to compose a customized audience for targeting advertising on the X / X Corp platform) pursued by the Client.

5. Description of the retention period of the personal data being processed:

Socialdatabase only processes (and stores) the personal data as long as it needs to complete the purpose (as defined under 4) for processing. Thereafter the personal data are immediately deleted.

6. Description of third party/ies with whom the personal data are shared and the country/ies and/or territory/ies to which the personal data are transferred:

<u>X / X Corp Inc.</u>
In accordance with the instructions of the Client, the personal data (i.e. only the X / X Corp ID numbers) are shared with X / X Corp Inc. X / X Corp is not a Sub-processor of Socialdatabase , but a separate controller. X / X Corp re-creates the customized audience on the X / X Corp platform as a "tailored audience" for the benefit of the customer and enables the customer to send its advertising campaigns to the customized audience, in accordance with the X / X Corp terms and conditions.