

**TERMS OF SERVICE**

**60 Decibels' Lean Data Measurement Services**

60 Decibels, Inc., a Delaware corporation (together with its affiliates, "60 Decibels") provides Lean Data consumer data measurement services (the "Services") for its clients (the "Client" or "Clients"). In performing the Services, 60 Decibels will collect data related to you (the "Company" or "you"). The following are the terms and conditions under which 60 Decibels performs its services.

1. **Services.** 60 Decibels provides the Services as an Independent Contractor.
2. **Your Cooperation.** 60 Decibels needs your cooperation to perform the Services. You agree to provide this cooperation as needed.
3. **Authorization to Collect Data from Designated Individuals.** 60 Decibels will collect consumer data directly from mutually agreed to individuals ("Designated Individuals"). The Company agrees to provide the contact information for all Designated Individuals. You authorize 60 Decibels to contact the Designated Individuals and collect the relevant data and information. You represent and warrant that you have obtained all necessary consents and approvals from the Designated Individuals to provide their contact information to 60 Decibels and for 60 Decibels to contact the Designated Individuals and to collect the relevant data and information.
4. **Confidential Information.** In providing the Services, the Company may disclose proprietary or non-public information to 60 Decibels that the Company considers confidential ("Confidential Information"). We may use the Confidential Information only to provide the Services. We will use a reasonable degree of care to protect the Confidential Information and to prevent any unauthorized use or disclosure of the Confidential Information. Accordingly, we may share the Confidential Information with our employees, directors, agents, or third-party contractors only if they have agreed in writing to keep the Confidential Information confidential. We may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Company, unless a court orders that the Company not be given notice. For purposes of clarity, anonymized or pseudonymized versions of the Collected Data is not Confidential Information and 60 Decibels may use such anonymized or pseudonymized versions of the Collected Data in aggregated form for any purpose.
5. **Collected Data.** 60 Decibels treats the data collected in connection with the Services ("Collected Data") as the Company's Confidential Information. The Parties acknowledge that the Company owns any right, title and interest, including all intellectual property rights, in the Collected Data. The Company hereby grants 60 Decibels every license necessary for us to provide the Client with an anonymized version of the Collected Data.
6. **60 Decibels' Use of Collected Data.** 60 Decibels may only use the Collected Data:

- a. internally and for the purposes of providing the Services; or
- b. in any other additional manner that Company may consent to in writing in the future.

7. **Maintaining the Confidentiality of your Collected Data.** 60 Decibels shall comply with all laws relating to privacy, data protection, information security or data breach notification applicable to the performance of the Services and shall implement and shall maintain, so long as it has access to the Collected Data, an effective information security program to protect the Collected Data, which program shall include administrative, technical, and physical safeguards sufficient: (a) to ensure the security and confidentiality of the Collected Data; (b) to protect against any reasonably anticipated threats or hazards to the security or integrity of the Collected Data; and (c) to protect against unauthorized access to or use of the Collected Data that could result in harm or inconvenience to the Company or to any of its employees, agents, representatives, clients or customers, including any Designated Individuals. To maintain the confidentiality of Collected Data, 60 Decibels will:

- a. segregate Collected Data files separately from their generally accessible files;
- b. take such care as it would take with its own commercially sensitive information;
- c. limit access to the Collected Data to the 60 Decibels team, including internal and external advisors as well as third-party contractors who have agreed to keep the Collected Data confidential;
- d. only use the Collected Data in the manner to which you have consented; and
- e. not use the Collected Data to compete with you.

8. **Non-Confidential Information.** Confidential Information does not include: (a) information that was known to 60 Decibels without restriction before receipt from the Company; (b) information that is publicly available through no fault of our own; (c) information we rightfully received from a third party without a duty of confidentiality; (d) information we independently developed; (e) information the Company has approved for release or disclosure without restriction; (f) the Anonymized Data; and (g) the Anonymized Reports (“Non-Confidential Information”). 60 Decibels reserves the right to use the Non-Confidential Information for any purpose.

9. **Unauthorized Access to the Collected Data.** 60 Decibels shall (i) notify the Company in writing as promptly as possible and not later than twenty-four (24) hours after 60 Decibels discovers or first has a reasonable suspicion of the occurrence of a Security Breach potentially resulting in unauthorized access to the Collected Data and (ii) comply with all applicable law related to Security Breaches. 60 Decibels’ notice shall: (1) include an estimate of the effects of the Security Breach on the Company; (2) specify the corrective actions 60 Decibels has taken or proposes to take; and (3) contain material details of the Security Breach that are known at the time of notification, subject to a request by law enforcement or other government agency to withhold provision of such notice. “Security Breach” means any event that compromises or places at risk the security, confidentiality, or integrity of the Collected Data in 60 Decibels’ or its subcontractors’ possession or control or such parties’ information systems containing Collected Data, including any unlawful, unauthorized access, use, acquisition, transmission, alteration, loss, disclosure,

deletion, or destruction of such Confidential Information. 60 Decibels acknowledges that if personally identifiable information has been disclosed to or accessed by an unauthorized party as part of a Security Breach, applicable law may require that 60 Decibels notify the individuals whose information was disclosed that a Security Breach has occurred. Unless otherwise prohibited by applicable law, 60 Decibels shall not notify such individuals until it first consults with the Company and the Company has had an opportunity to review and approve any such notice. 60 Decibels shall assume financial and legal responsibility for investigating each Security Breach and taking any actions that are necessary or reasonably requested by the Company to mitigate any resulting damage.

10. **Anonymized Data.** 60 Decibels may anonymize or pseudonymize any Collected Data at the request of a Designated Individual or at 60 Decibels' discretion. For example, under its standard business practices, upon completion of the data collection and analysis portion of the Services, 60 Decibels removes all personally identifying information from the Collected Data, transforming the Collected Data into anonymized data ("Anonymized Data"). Anonymized Data includes no personally identifying information and cannot be used to map data to any individual or organization.
11. **Company Report.** Company will be the sole owner of any report prepared as part of our Services ("Company Report"). 60 Decibels will provide a copy of the Company Report to both the Company and Client. To the extent required, you hereby grant 60 Decibels every license necessary for us to provide our Services in preparing and delivering the Company Report to the Company and Client. Company hereby grants Client a fully-paid, royalty-free, non-exclusive license to the Company Report.
12. **Anonymized Report.** 60 Decibels may anonymize or pseudonymize any Company Report at 60 Decibel's discretion. For example, 60 Decibels may remove all personally identifying information with respect to all individuals and organizations in the Company Report, transforming the Company Report into an anonymized report ("Anonymized Report"). An Anonymized Report includes no personally identifying information and cannot be used to map data to any individual or organization
13. **Our Intellectual Property.** 60 Decibels may choose to include the Anonymized Data in our proprietary database ("Database"). We are the sole and exclusive author and owner of the Database content. Additionally, any technique or methodology (such as report templates and survey questions) we use to provide the Services is our sole and exclusive intellectual property. Nothing in this agreement is meant to grant the Client or the Company any interest in our intellectual property.
14. **Attribution.** The Company agrees to attribute the Company Report and any work product derived from 60 Decibel's work product to 60 Decibels.

15. **Publicity.** 60 Decibels may publicly disclose the Company's name as a recipient of the Services. 60 Decibels will receive your consent prior to any other disclosure, excepting those required by law.
16. **Indemnity.** The Company agrees to release, indemnify, and hold 60 Decibels harmless from and against any and all liability, loss, and expense or claims (including reasonable attorneys' fees) for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by the Company, any of its officers, agents, employees, or affiliates in connection with this agreement.
17. **Entire Agreement.** This agreement is the entire agreement with you on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of the provisions of this agreement will not constitute a waiver.
18. **Severability.** All provisions of this agreement are severable. If any provision is held to be invalid or unenforceable in whole or in part, this finding will not affect the validity or enforceability of any other provision in this agreement.
19. **Law and Venue.** This agreement is governed by the laws of the State of New York, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be the Borough of Manhattan in the County and State of New York.