

## Marketing & Tracking Service Product Terms

IMPORTANT: THESE PRODUCT TERMS PERTAINING TO TRACKING SERVICES, INCLUDING CUSTOM TRACKING, (THE "TRACKING TERMS") ARE REFERRED TO IN THE BOLT MARKETING. ("BOLT MARKETING" OR "WE") ONLINE MARKETING SERVICES TERMS AND CONDITIONS (THE "MARKETING SERVICES TERMS") AND ARE INCORPORATED THEREIN. PLEASE READ THIS AGREEMENT CAREFULLY.

YOUR EXECUTION OF AN ORDER FORM FOR MARKETING SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TRACKING TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE TRACKING TERMS AND THE MARKETING SERVICES TERMS AND/OR ORDER FORM, THESE TRACKING TERMS SHALL CONTROL. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TRACKING TERMS AT ANY TIME. WE SHALL PROVIDE NOTIFICATION OF CHANGES IN THESE TERMS BY UPDATING THE LAST MODIFIED DATE SET FORTH ABOVE. ALL SUCH CHANGES SHALL BE BINDING UPON YOU ONCE POSTED, UNLESS SUCH CHANGES ARE MATERIAL IN WHICH CASE WE WILL NOTIFY YOU VIA THE EMAIL ADDRESS YOU HAVE PROVIDED US.

It is your obligation to ensure that your privacy policies permit the actions taken by Bolt Marketing as described below and in our Privacy Policy, so please review carefully.

### 1. **Defined Terms.**

1. *Destination Page* refers to the Web page to which the consumer will be directed to as part of the campaign, such as your Existing Site or another Web page created by Bolt Marketing such as an offer page or a Social Media Marketing site, or a third-party directory.
2. *Proxy Site* refers to a proxied version of the Existing Site.
3. *Capture Code* refers to software code that Bolt Marketing may provide to you to implement on your Existing Site that will help you measure the return on investment (ROI) of your Bolt Marketing campaigns by showing the activity that takes places on your Existing Site as the result of the Marketing Services, as more fully set forth in Section 5 below.
2. Terms not defined herein shall have the meaning set forth in the Marketing Services Terms.
3. **Tracking Services** The "Tracking Services" described below are designed to enable you to assess the performance of your marketing campaign(s). Custom Tracking will include the specific Tracking Services set forth on your Order Form.
  1. **Phone Tracking.** Bolt Marketing phone tracking tracks the phone calls you receive by providing one or more tracking phone numbers that are dynamically displayed on the Destination Page in lieu of your phone number(s) and that forward to your phone number(s). You do not own, and will not obtain, as the result of this Agreement, any ownership interest in the tracking numbers.
  2. **eMail and Form Tracking.** Bolt Marketing email tracking tracks emails sent to you through the Proxy Site or, if you are using Capture Code, the Existing Site, by dynamically substituting your e-mail address(es) on the Destination Page with online e-mail forms. Forms submitted on the Existing Site can also be logged

using Capture Code. Tracking emails and forms are routed through Bolt Marketing's servers and forwarded to email addresses you provide. For purposes of quality assurance and campaign assessment, Bolt Marketing may access and review tracking emails and form submissions. Bolt Marketing will use commercially reasonable efforts to deliver all tracking emails and form submissions but cannot guarantee that 100% of the tracking emails or form submissions will be delivered to you.

3. **Other Tracking.** The Tracking Services also may include tracking of specific events on your site, such as visits to a specific landing page or a contact us page, and the visitors to your site, including the visitor's browser type (such as Google Chrome or Internet Explorer), IP address or date and time of the visit. We may also utilize cookies, pixels or similar technologies, from us and the third-party publishers we use to deliver the Services, in order to help us link data from multiple advertising platforms and purchase ads in more than one place.
4. **Tracking Services Data Retention.** You acknowledge that Bolt Marketing is not obligated to keep and maintain any data obtained as the result of the Tracking Services for more than 30 days after the collection of any such data (including Call Recordings (as defined below), tracking emails, and form submission data).

4. ***Bolt Marketing Proxy Technology.***

1. **The Proxy Site.** In order to implement the Tracking Services, you hereby permit Bolt Marketing to deploy a Proxy Site. In connection with the implementation of the Proxy Site, Bolt Marketing will do some or all of the following:
  - Deploy software code on the Proxy Site to track the pages that users access as a result of your campaign. Bolt Marketing or its Publishers may place cookies or similar online tools on the Proxy Site to (i) effect the foregoing Tracking Services and to ensure the proper operation of the Proxy Site, (ii) provide for advertising content ("Ad") tracking (to enable Bolt Marketing to determine the effectiveness of the Marketing Services, when applicable), and (iii) enable Bolt Marketing or its Publishers to show a consumer your Ads as the consumer navigates to third-party websites. You acknowledge that such cookies may be used for the benefits of both you and for third parties.
  - On the Proxy Site, insert or otherwise display a link in appropriate places on the Proxy Site, advising consumers of certain privacy and cookie matters that may be relevant to the Proxy Site. While Bolt Marketing will make reasonable efforts to ensure that the display of the link does not obscure the Proxy Site, you acknowledge and agree that obscuring of a small portion of the site may be unavoidable.
  - In connection with Search Marketing campaigns, implement Keyword highlighting, which would highlight, on the Proxy Site, the search terms used by the consumer to locate the site.
  - Make other minimal aesthetic or functional changes to the Proxy Site so as to enhance the performance of the campaign.
  - Make all of the foregoing changes or enhancements to the Mobile Landing Page.

2. **Proxy URL; Disclaimer.** In order for Bolt Marketing to implement the Tracking Services, the URL for the Proxy Site (the "Proxy URL") will be different than the URL for the Existing Site. Some ad types will display your Existing Site URL, while others will only display the Proxy URL. Unless the Proxy URL is an alternative URL that you have provided, the Proxy URL shall be the property of Bolt Marketing and it shall be disabled upon termination. In the event the Proxy URL includes one of your trademarks, you grant Bolt Marketing the license provided for in Section 7a of the Marketing Services Terms, but you retain title to and ownership of such trademark. You acknowledge that, because the functionality and appearance of the Proxy Site will be substantially similar to the Existing Site (except with respect to the changes contemplated by these Tracking Terms), ***Bolt Marketing disclaims any liability arising from the design, content or functionality of the Proxy Site.***
5. **Capture Code.** The Tracking Services may also be implemented on your Existing Site using Bolt Marketing's proprietary Capture Code, either in conjunction with or instead of a Proxy Site. In addition, if you are licensing Client Center with lead management, either as part of Websites, or independently, the Tracking Services will utilize Capture Code.
  1. **Function of Capture Code.** Capture Code:
    - Tracks visits, web events, form and email submissions, and other relevant data for your website.
    - Replaces phone numbers on your website with tracking numbers (tracks phone calls) based on organic referrer source (e.g. organic Google search, etc.) or Bolt Marketing campaign information.
    - Matches your website visitors to views of Search Marketing, Targeted Display, Social Ads (when possible).
    - Allows your website visitors to opt-out of the tracking described above.
  2. **License to Capture Code.** Subject to the terms and conditions of the Marketing Services, for so long as you are purchasing Marketing Services, Bolt Marketing hereby grants you a revocable, non-exclusive, non-transferable limited license (without the right to sublicense) to use Capture Code in accordance with these Tracking Terms and such other documentation that the Bolt Marketing may promulgate from time to time.
  3. **Restrictions on Grant.** Except as otherwise specifically permitted in these Tracking Terms, you may not: (i) modify or create any derivative works of Capture Code or any of the related documentation, including translation or localization (code written to published APIs (application programming interfaces) for Capture Code shall not be deemed derivative works); (ii) copy Capture Code except as provided in these Tracking Terms or elsewhere by Bolt Marketing; (iii) separate Capture Code, which is licensed as a single product, into its component parts; (iv) sublicense or permit simultaneous use of Capture Code by more than one user; (v) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for Capture Code (except to the extent applicable laws specifically prohibit such restriction); (vi) redistribute, encumber, sell, rent, lease, sublicense, use Capture Code in a timesharing or service bureau arrangement, or otherwise transfer any rights to Capture Code; (vii) publish or share with a third

party any results of benchmark tests run on Capture Code without Bolt Marketing's prior written consent; or (viii) use Capture Code on any website that is not part of a Bolt Marketing campaign.

4. **Ownership and Copyright of Capture Code.** Title to Capture Code and all copies thereof remain property of Bolt Marketing and/or its suppliers. Capture Code is copyrighted and is protected by United States copyright laws and international treaty provisions. You may not remove copyright notices from Capture Code. You agree to prevent any unauthorized copying of Capture Code. Except as expressly provided herein, Bolt Marketing does not grant any express or implied right to you under Bolt Marketing patents, copyrights, trademarks, or trade secret information.
5. CAPTURE CODE IS LICENSED "AS IS", AND BOLT MARKETING DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, Bolt Marketing EXPRESSLY DOES NOT WARRANT THAT CAPTURE CODE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF CAPTURE CODE WILL BE UNINTERRUPTED OR ERROR-FREE.
6. **Notice of Changes to Existing Site.** You hereby acknowledge that changes to the Existing Site (including any tracked phone numbers or email addresses) may result in the failure of the Tracking Services. Therefore, to avoid disrupting the Tracking Services, you must provide Bolt Marketing with at least 10 business days' prior written notice of any changes to the Existing Site (including any URL changes). Bolt Marketing will not be responsible for any failure of the Tracking Services resulting from your failure to provide timely notice of changes to the Existing Site and any such failure will not excuse your obligations to pay all amounts owed under any applicable Order Form.
7. **Tracking Services Disclaimer.** Bolt Marketing does not guarantee that the Tracking Services will track every instance of activity that is intended to be tracked. Without limiting the generality of the foregoing, the Tracking Services may not fully function in the following circumstances, among others:
  1. If the Existing Site significantly uses Flash or embedded images;
  2. When the consumer has disabled the use of cookies; or
  3. When you have used the incorrect tracking URL.
8. **Special Terms for Phone Tracking.**
  1. **Provisioning Tracking Numbers.** You acknowledge that, for local phone numbers, Bolt Marketing will first try to provision a local tracking phone number and then a number in the same area code, but, in the event such tracking numbers are not available, you hereby give Bolt Marketing permission to provision a toll-free tracking number instead.
  2. **Your Options.** At your option, as reflected on the Order Form, Phone Tracking may include the following features (collectively the "Call Tracking Features"): Call Recording (where a recording is made of inbound phone calls attributable to a campaign) and Caller ID (where the phone number of the caller is used to look-up their name and address). **By electing the Call Tracking Features, you**

***represent, warrant and covenant that you have and will maintain all necessary rights to implement such tracking features. You acknowledge that Bolt Marketing disclaims any and all liability that may arise as the result of the implementation of any of the Call Tracking Features.***

3. **Call Recording Specifics.** In connection with Call Recording, you understand that an initial recording will be played to consumers at the outset of calls, which will, among other things, notify the consumer that the call is being recorded. ***In addition, you must advise all of your employees that their calls may be recorded and ensure that such recordings and notifications comply with all laws, regulations and practices relevant and/or applicable to you or your business. You understand and agree that any attempts to disrupt or prevent the playing of the recording or its failure to advise its employees of the recording may expose you to substantial liability.***
4. **Call Review.** For purposes of quality assurance, campaign assessment and all other lawful purposes, Bolt Marketing may, but is not obligated to, access and review all Call Recordings.
5. **Call Blocking.** Bolt Marketing may, in its sole discretion, choose to block third-party phone numbers from being able to call the tracking phone numbers.
6. **Custom Tracking Campaign Cycles.** For Custom Tracking, the Campaign Cycle is each 30-day period in which the services are provided during the Campaign Period, unless earlier terminated by the parties.
9. **HIPAA Considerations.** To the extent that (i) you are covered by the Health Insurance Portability and Accountability Act ("HIPAA") as codified at 45 C.F.R. parts 160 and 164 ("HIPM Regulations") and (ii) you elect the Tracking Services, you acknowledge and agree to the following:
  1. You acknowledge that any PHI or ePHI (as defined below) collected hereunder is being done so at your express request. Protected Health Information ("PHI") and Electronic Protected Health Information ("ePHI"), respectively, as defined in 45 C.F.R. §160.103, are for the purposes of this Agreement limited to the information Bolt Marketing (or its third-party service providers) received from or created or received on your behalf in connection with the Marketing Services provided by Bolt Marketing.
  2. You hereby expressly authorize Bolt Marketing and third-party call service providers to collect the PHI and ePHI as necessary and proper to effect the call recording services contemplated hereby and by the Marketing Services Terms.
  3. You represent and warrant that you have all necessary rights to collect such information and you will use any such information collected only in strict compliance with all applicable legal requirements. You shall promptly notify Bolt Marketing in writing if your rights to collect such information are impaired.
  4. You shall immediately notify Bolt Marketing in writing if you receive a complaint from a consumer, governmental agency or quasi-governmental agency for matters arising out of or relating to these Tracking Terms.
10. **COPPA Considerations.** We do not knowingly collect information that personally identifies any child under 13 years of age. If we are informed or become aware that our Services are being used on a site or app directed at children, we will restrict the use of our Services to

uses permitted under the Children's Online Privacy Protection Act or terminate your use of the Services.

11. **No Intended Use of E.U. Personal Data.** We do not knowingly collect information from residents of the European Union, European Economic Area, United Kingdom or Switzerland (each, a "Data Subject"), and Capture Code is designed to prevent deployment of cookies, pixels and certain tracking functionality to prevent collection and tracking of personally identifiable information from Data Subjects based upon geographic identifiers, as we can ascertain them, of the visitors to your website. In the event you provide Bolt Marketing personally identifiable information with respect to any Data Subject or believe your marketing services are targeting Data Subjects, you will provide Bolt Marketing prior written notice in order for us to implement appropriate safeguards and, whether or not such notice is provided, represent and warrant that you have obtained lawful consent to provide such data and to enable Bolt Marketing to exercise its rights and process such data hereunder.
12. **Effect of Termination.** Upon termination of your campaign(s), Bolt Marketing's obligation to provide the Tracking Services shall immediately terminate together with its obligations to forward calls to the tracking phone numbers, tracking emails, or form submission data.

## Marketing & Tracking Service Product Terms Changes

Although most changes are likely to be minor, Bolt Marketing may change its Marketing & Tracking Service Product Terms from time to time, and in Bolt Marketing's sole discretion. Bolt Marketing encourages visitors to frequently check this page for any changes to its Marketing & Tracking Service Product Terms. Your continued use of this site after any change in this Marketing & Tracking Service Product Terms will constitute your acceptance of such change.

This policy was last modified on January 23, 2020.

## Contact Information

If you have any questions about these Marketing & Tracking Service Product Terms, please contact us.

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