Quote

Valid Until	Quote Number

Billing Start Date	Auto Renewal

Payment Terms	Billing Frequency

Invoice Currency	Invoice Delivery	Payment Method
USD	Email	Check/ACH/Wire

Bill To	Sold To

Billing Address	Service Address

App Name	App ID

Services

Service	Service Period	Price
Engagement Essentials Drive growth from owned and organic channels with experiences that convert. Access robust deep linking, basic smart banners for desktop and mobile, black and white QR codes, quick links for social, link management and analytics, ESP integrations, SEO app attribution, and cohort reporting.		
Performance Essentials Improve your ads ROI with accurate attribution. Access ad partner integrations, privacy-compliant attribution, unified analytics, fraud protection, SEO app attribution and cohort reporting.		

Once this Order Form is executed by ("Customer") and **Branch Metrics, Inc.** ("Branch") (collectively, the "Parties"), the following terms (collectively, the "Agreement") govern your use of Branch's Services:

1. this Order Form
2. the Service Level Addendum available at https://legal.branch.io/#sla ("SLA")
3. Master Service Agreement effective on

By executing this Order Form, Customer acknowledges having accessed online and/or been provided a copy of the entire Agreement, and read and accepted the entire Agreement. The Agreement is the Parties' complete and exclusive agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. Preprinted terms in Customer purchase orders or other Customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed, clicked through, or otherwise agreed to by Branch and/or purport to take precedence over this Agreement.

Branch and Customer agree as follows:

1. **Order Form Effective Date.** This Order Form becomes effective upon execution by the Parties.

2. **Scope.** Only the "App ID(s)" and/or "Org ID(s)" listed in this Order Form will be covered by the Agreement (the "Apps Included").

3. **Services Activation.** Branch will enable access to Services by the Billing Start Date. For Order Forms duly executed after the Billing Start Date, Branch will enable Services within 48 hours of the date upon which this Order Form is duly executed.

Quote

4. **Invoicing, Payment and Disputes.** Ultimately, Customer is responsible for timely integration and launch of Branch's Services. Accordingly, Customer thus will be invoiced for the fees in advance on the Billing Start Date and responsible for full payment subject to the terms in this Order Form regardless of whether or not it has actually implemented and/or used Branch's Services. Customer will be responsible for the payment of any fees associated with an electronic funds transfer (i.e., ACH, wire transfer) when issuing payment to Branch, which includes fees from Customer's financial institution and intermediary banks. If Customer reasonably disputes a portion or the entire invoiced charges, Customer agrees to the following dispute resolution process: (i) all undisputed amounts will be paid in accordance with the terms in this Order Form, and (ii) all billing disputes must be submitted in writing to billing@branch.io within ninety (90) days of the invoice date.

5. **Payment Acceleration.** Without limiting any other remedies available to Branch in accordance with the Agreement, in the event Branch receives payment from Customer after the due date specified on any given invoice(s) in connection with this Order Form, the Parties agree the Billing Frequency of this Order Form will be updated to Annual for the remainder of the term, with immediate effect. Accordingly, any unpaid and unbilled fees will be invoiced up-front for the remainder of the applicable annual term immediately and Customer will be invoiced on an annual basis thereafter.

6. **Overdue Charges.** If payment by customer for any invoiced amount is not received by Branch by the due date set forth in the applicable invoice, then without limiting Branch's rights or remedies, those charges may accrue late interest at the rate of 2.5% (or the maximum rate permitted by law) of the outstanding balance per month.

7. **Suspension or Cancellation of Service.** Without derogating from any other remedies available to Branch under this Agreement or by applicable law, if Customer breaches the terms of payment set forth in the Agreement and owes any undisputed fees in connection with any Services provided by Branch under any applicable Order Form, then, without limiting any of Customer's payment obligations under the Agreement (including, any payment obligations under an Order Form), Branch is entitled to take further action including but not limited to suspending and/or canceling Customer's access to the Services until such amounts are paid in full, provided that Branch will give Customer reasonable notice that its account is past due, before suspending and/or canceling the Services to Customer.

8. **Renewal.** This Order Form will not renew and Customer's access to all Services will cease following the last date of the final Service Period set forth above. In the event the Customer wishes to renew access to the Services, the mutual execution of a new order form by the Parties will be required.

9. **Monthly Usage & Upgrades.** During the term of this Order Form, Customer is allotted a number tracked actions ("Volume Credits") each calendar month as set forth herein ("Monthly Volume Credits").

Volume Credits are calculated as the sum of 1) all end-user actions (specifically app opens, installs, reinstalls, web session starts, and web page views) which are attributable to Branch; and 2) all conversion events (specifically commerce events, user lifecycle events, content events, and custom events). For the avoidance of doubt, one action or event above equals one Volume Credit. For example: 1 app open attributable to Branch = 1 Volume Credit; 1 commerce event = 1 Volume Credit. Volume Credits do not include impressions, clicks, and webhooks.

Service Period	Monthly Volume Credits

Should Customer's usage exceed the allocated Monthly Volume Credits in a given calendar month, Branch shall automatically apply additional Volume Credits as "Additional Monthly Volume Credit Blocks" to this Order Form as per the rate and tier specified in the accompanying table. Branch will add the necessary number of Additional Monthly Volume Credit Blocks to match the Customer's actual usage, which shall be referred to as a "Credit Block Upgrade."

In the event of a Credit Block Upgrade, Branch will charge Customer a prorated fee based on the Total Annual Effective Price of the Additional Monthly Volume Credit Block(s) for the remaining Term of the Order Form. Once a Credit Block Upgrade is processed by Branch, Customer is not permitted to downgrade or remove the Additional Monthly Volume Credit Block for the duration of the Order Form term.

Monthly Volume Credit Block	Total Annual Effective Price

10. **Option to Purchase Additional Monthly Usage.** For the duration of this Order Form term, Customer will have the option to purchase additional monthly usage ("Monthly Volume Credit Block") as set forth in the table below. The purchase is subject to payment by Customer of a prorated fee based on the Total Annual Effective Price of the block for the remainder of the Order Form term ("Credit Block"). Customer may request a Credit Block at any point during the Service Period by sending an email to billing@branch.io detailing such request. Once a Credit Block is effectuated by Branch, Customer may not downgrade or remove the block for the duration of the Order Form term.

branch

Quote

Branch Metrics, Inc.
195 Page Mill Road, Suite 101
Palo Alto, CA 94306
Phone: (650) 209-6461 <> Fax: (650) 618-1924
EIN: 46-2998750 <> DUNS: 07-888-3588

Monthly Volume Credit Block	Total Annual Effective Price

11.   **Activity Limits.** Customer's use of Branch's Services may include various end user activities deployable or registered by Branch's Services. The table below sets forth Monthly Fair Use Limits by Activity Type. In the event that Customer's use of the Services exceeds the Monthly Fair Use Limit for any Activity Type, Branch reserves the right to take further action including but not limited to suspending or canceling Customer's access to the Services provided under this Order Form.

See the table below for the Monthly Fair Use Limit by Activity Type and Service Period.

Service Period	Activity Type	Monthly Fair Use Limit
	Webhook	
	Click	
	Impression	

Standard signature block at the end.