

Lotame Panorama ID Enrollment Terms for Prebid.org

These Lotame Panorama ID Enrollment Terms (these “**Terms**”) contains the terms and conditions that govern your use of Lotame’s Panorama ID Offering (as defined in Section 1.1). These Terms are an agreement between Lotame Solutions, Inc. (“**Lotame**”) and you or the entity you represent (“**you**” or “**your**” or “**Client**”). By accepting these Terms, you represent to Lotame that you have the legal authority to bind yourself or the entity you indicated that you represent. These Terms take effect when you click the “Submit” button to accept these Terms (the “**Effective Date**”). You and Lotame may be referred to together as the “**Parties**”, and individually as a “**Party**.” See Section 15 for definitions of capitalized terms used in these Terms.

The Parties agree as follows:

1. License and Use of the Panorama ID Offering.

1.1. Provision of the Panorama ID Offering. Subject to these Terms, Lotame will make the Panorama ID Offering available to you for use with your use of Prebid.org’s header bidding solution during the Effective Period. “**Panorama ID Offering**” means Lotame’s proprietary set of software, applications, tools, analytics, methods and systems, designed to enable the retrieval of Sightings Data from Properties and the storage of a Panorama ID in Applications or on Devices. “**Property**” means a website, Application, Device, and other digital property owned and operated, or controlled, by you or your Third Party Sources on which the Panorama ID Offering has been implemented. “**Third Party Source**” means a third-party (including any of your Affiliates) that own or operate Properties from which any Sightings Data is obtained.

1.2. License. Lotame hereby grants you, a non-exclusive, non-transferable (except pursuant to an assignment permitted under Section 13), and non-sublicensable license during the Effective Period to: (a) use the Lotame Panorama ID Offering on your Properties; and (b) use the Panorama IDs provided by Lotame to facilitate Targeting and Analytics by you or your Affiliates.

1.3. Third Party Sources. You may implement the Panorama ID Offering on the Properties of Third Party Sources. In such an event, you shall obtain, and shall maintain throughout the Effective Period, all necessary rights and permissions from each Third Party Source to implement the Panorama ID Offering on the Third Party Source’s Properties. These Terms are not a binding agreement between Lotame and any of your Third Party Sources. You must have your own agreement with your Third Party Sources to address the Processing of the Third Party Sources’ Sightings Data by Lotame. Except where applicable Data Protection and Privacy Laws requires that Third Party Sources be permitted to exercise a right or seek any remedy under these Terms against Lotame directly, only you may exercise any such right or seek any such remedy on behalf of your Third Party Sources, and you shall exercise any such rights for all of your Third Party Sources together and not individually.

1.4. Compliance with Laws, These Terms and Prebid.org Terms. You shall comply with and shall take commercially reasonable steps to ensure compliance by your Third Party Sources with all Applicable Laws and Regulations, these Terms, and any applicable Prebid.org terms. You are responsible for all use of the Panorama ID Offering by your Third Party Sources and will be liable for the acts and omissions of your Third Party Sources to the extent any of their acts or omissions, if it had been performed by you, would constitute a breach of, or otherwise give rise to liability under, these Terms, and such conduct will be treated as a breach of these Terms by you.

1.5. Restrictions on Use. Without limiting any of your obligations or rights granted under these Terms, you will not, will not attempt to, and will not assist or knowingly permit any of your Third Party Sources to:

(a) use the Lotame Panorama ID Offering or the Panorama IDs (1) for any purpose other than as permitted under these Terms; (2) for any fraudulent purpose, (3) to engage in any activity that infringes or violates any person’s rights; or (4) in any manner that would be a violation of any Applicable Laws and Regulations or any applicable Prebid.org terms;

(b) implement the Lotame Panorama ID Offering on any Property (1) where you are not permitted to do so, (2) that is primarily directed to Users under the age of 18 or as defined under an applicable Data Protection and Privacy Laws, or (3) that is or is deemed to be a health care provider under the Health Insurance Portability and Accountability Act or Federal Trade Commission guidance (*see, e.g.*, Statement of the Commission on Breaches by Health Apps and Other Connected Devices, FED. TRADE COMM’N, <https://www.ftc.gov/legal-library/browse/statement-commission-breaches-health-apps-other-connected-devices> (last visited Nov. 4, 2024));

(c) sublicense or transfer Panorama IDs to any third-party, except for the purposes granted under Section 1.2;

(d) use Panorama IDs (1) for the purposes of making a decision about an individual's eligibility for employment, health care, credit, or insurance, or (2) to make a decision, solely by automatic means, that produces legal effects concerning the foregoing, or has a similarly significant legal effect on the foregoing, on an individual;

(e) copy, reproduce, misappropriate, modify, translate, host, sublicense, lease, transfer, resell, disassemble, decompile, reverse engineer (unless otherwise permitted under Applicable Laws and Regulations), or create derivative works from or in respect of any portion of the Panorama ID Offering (including any software, algorithms, techniques, or non-public feature(s)) thereof; or

(f) send or provide to Lotame through use of the Panorama ID Offering any data that is or is intended to be harmful to Lotame (including viruses, worms, Trojan horses, logic bombs, or other malicious code or features) or interfere or attempt to interfere (whether through a device, software, mechanism, routine, or otherwise) with the proper working of any aspect of Lotame's technology or infrastructure.

2. Use of Sightings Data. Lotame will Process Sightings Data (1) to assign and share Panorama IDs with you and your Third Party Sources during the Effective Period and (2) to develop, maintain, and improve Lotame's services, which includes licensing Sightings Data to third party graphing partners.

3. Consideration. Neither Party will be charged any fees under these Terms. Lotame is providing use of the Panorama ID Offering and access to Panorama IDs in consideration for use of Sightings Data as set forth in these Terms.

4. Privacy; Data Processing Agreement. Each Party acknowledges that its obligations and performance under these Terms may be subject to certain Data Protection and Privacy Laws and in such cases, Lotame and Customer shall cooperate with each other when necessary to meet their respective obligations under applicable Data Protection and Privacy Laws. In the absence of a signed data processing agreement, data processing addendum, or other agreement that will apply to the Processing of Personal Data as contemplated under these Terms, these Terms incorporate by this reference the Data Processing Agreement for these Terms located at <https://www.lotame.com/privacy/dpas/dpa-pidet/> (the "DPA").

5. General Representations, Warranties. As of the Effective Date, Lotame represents and warrants that: (a) it has, and throughout the Effective Period will continue to have, all necessary rights, power, and authority to grant the rights and perform its obligations under these Terms; (b) its performance of its obligations under these Terms will not violate any other agreement to which it is a party; and (c) these Terms constitute the legal, valid and binding agreement with you. As of the Effective Date, you represent and warrant to Lotame that: (x) you have, and throughout the Effective Period will continue to have, all necessary rights, power, and authority to enter into these Terms and to grant the rights and perform your obligations under these Terms; (y) your acceptance of these Terms and performance of your obligations under these Terms will not violate any other agreement to which you are a party; and (z) these Terms constitute the legal, valid and binding agreement with Lotame.

6. Proprietary Rights.

6.1. Ownership; Reservation of Rights. Lotame owns and will retain all right, title and interest in and to the Panorama ID Offering, the Lotame Panorama Graph, and the Panorama IDs, and all components and elements of each of the foregoing (in each case, including, without limitation, all software, technologies, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, and know-how contained therein or related thereto, all modifications, updates, enhancements, and derivative works thereof, all documentation and manuals related thereto, and all other aspects thereof), the name "Lotame" and any and all derivatives thereof, and any other trademarks and logos that are owned or controlled by Lotame and made available to you, and all Intellectual Property rights in and to all of the foregoing. Lotame reserves all rights not expressly granted in these Terms and disclaims all implied licenses, including, without limitation, implied licenses to trademarks, copyrights, trade secrets and patents.

6.2. Feedback. If you provide any Feedback to Lotame, Lotame has full discretion to use the Feedback for any purposes including whether or not to proceed with the development of the requested enhancements, features and/or functionality, in whole or in part. To the extent any Feedback is your Intellectual Property, by providing the Feedback, you shall be deemed to have granted and do hereby grant Lotame a royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to use such Feedback for any lawful purpose, including, without limitation, the development or improvement of features or functionality for the Panorama ID Offering or any other Lotame products or services; provided that Lotame will not publicly disclose any of the Feedback in such a way as to identify or that would reasonably be expected to identify you as the source of such Feedback "Feedback" means any and all suggestions and comments

provided by you or on your behalf regarding features, functionality, enhancements, or performance for or of the Panorama ID Offering or new or other Lotame offerings.

7. Effective Period; Termination; Suspension.

7.1. Effective Period. Unless earlier terminated in accordance with these Terms, these Terms commence as of the Effective Date and continue until terminated in accordance with Section 7.2 (the “**Effective Period**”).

7.2. Termination.

(a) You may terminate these Terms at any time by removing the Panorama ID User ID Module from your prebid.js or by providing Lotame with notice of termination at prebid@lotame.com.

(b) Lotame may terminate these Terms and your use of the Panorama ID Offering at any time by providing you with at least 30 days’ prior written notice.

(c) Each Party may terminate these Terms immediately on notice to the other Party if the other Party is in material breach of these Terms; provided that, if the breach is capable of cure, the breaching Party will have 30 days from the notice date to cure the breach to the non-breaching Party’s reasonable satisfaction before the termination is effective.

(d) If Lotame reasonably believes that it is no longer able to provide the Panorama ID Offering or you cease to be able to provide Sightings Data to Lotame under these Terms (the “**Then-Current Terms**”) due to any change in Data Protection Laws and Regulations in a particular jurisdiction, then Lotame may terminate these Terms upon written notice to you.

7.3. Suspension. Without limiting any of Lotame’s rights under these Terms, Lotame may immediately suspend your use of the Panorama ID Offering, in whole or in part, on notice to you if, in Lotame’s reasonable discretion, you or your Third Party Sources are in breach of these Terms.

7.4. Survival. Notwithstanding termination of these Terms, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and any provisions that by their nature are intended to survive will survive termination.

8. Disclaimers; Limitation of Liability.

8.1. Disclaimer. LOTAME PROVIDES THE PANORAMA ID OFFERING ON AN “AS-IS” BASIS AND, EXCEPT FOR ANY WARRANTIES EXPRESSLY STATED IN THESE TERMS, HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOTAME DOES NOT WARRANT THAT THE PANORAMA ID OFFERING, OR ANY ASPECT THEREOF, WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE FASHION AT ALL TIMES.

8.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) YOUR SOLE AND EXCLUSIVE REMEDIES ARISING OUT OF OR RELATED TO THESE TERMS ARE TO TERMINATE YOUR USE OF THE PANORAMA ID OFFERING; AND (b) IN NO EVENT WILL LOTAME, ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, EQUITYHOLDERS, OR AGENTS BE LIABLE UNDER THESE TERMS, WHETHER IN LAW OR EQUITY, FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS (INCLUDING YOUR USE OF, OR INABILITY TO USE, THE PANORAMA ID OFFERING OR ANY ASPECT THEREOF), INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF YOU ARE AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE.

8.3. Exceptions to Limitation of Liability. THE LIMITATIONS SET OUT IN SECTIONS 8.2 WILL NOT APPLY IN RESPECT OF:

- (a) ANY FRAUDULENT ACT OF LOTAME OR ACT THAT LOTAME DOES TO INTENTIONALLY CAUSE HARM TO YOU;
- (b) ANY FRAUDULENT MISREPRESENTATION OR MISSTATEMENT BY LOTAME;
- (c) LOTAME’S INDEMNIFICATION OBLIGATION UNDER SECTION 9.1(b); OR
- (d) ANY OTHER LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9. Defense and Indemnification.

9.1. Indemnification Obligations.

(a) You shall defend, hold Lotame harmless, and indemnify Lotame for all liabilities, costs, damages, judgments, expenses, and losses from claims of a third-party that arise from, relate to or are the result of: (1) your or your Third Party Sources' provision of Sightings Data to Lotame that is not in compliance with Applicable Laws and Regulations; (2) your or your Third Party Sources' use of the Panorama ID, (3) any breach by you of any of your representations, warranties, or obligations in these Terms, or your Third Party Sources' breach of these Terms; or (4) Lotame's use of Sightings Data as permitted under these Terms. You will have no obligation to indemnify to the extent that the claim was caused by the gross negligence, or intentional or willful misconduct of Lotame.

(b) Lotame shall defend, hold you harmless, and indemnify you for finally awarded liabilities, costs, damages, judgments, expenses, and losses that are alleged to arise out of or result from a claim of a third-party that the Panorama ID Offering infringes or misappropriates any Intellectual Property rights of the third party bringing the claim, provided however, that Lotame will have no obligation to hold harmless and indemnify to the extent that the claim arises out of or results from any:

(1) use of the Panorama ID Offering that is prohibited by these Terms or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in these Terms;

(2) alteration or modification of the Panorama ID Offering by you or on your behalf or by a Third Party Source without Lotame's authorization, provided that no infringement, misappropriation or other violation would have occurred without such alteration or modification;

(3) continued use of the Panorama ID Offering after Lotame notifies you to discontinue such use.

9.2. Defense Obligations. The Indemnifying Party's obligation to defend is independent of its obligation to indemnify and hold harmless. The Indemnifying Party will at its sole expense (including without limitation, attorneys' fees, expert fees, and costs and expenses related to any appeal (such as the posting of any bonds)), defend or settle (subject to Section 10.3), any action, suit, arbitration, hearing, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission, or any arbitration tribunal brought by a third-party (including Affiliates of the Indemnifying Party) ("**Action**") against the other Party or its directors, officers, and employees (the "**Indemnitees**") to the extent the Action contains any allegation that arises from, is related, or is based upon an indemnity claim set forth in Section 9.1 ("**Claim**") against an Indemnitee. "**Indemnifying Party**" means the Party with the indemnification obligation under Section 9.1.

9.3. Procedure. The Indemnitee shall promptly notify the Indemnifying Party in writing of any Claim, provided that any delay in notification will not relieve the Indemnifying Party of its obligations with respect to the Claim except to the extent that any delay prejudices its ability to defend the Claim. The Indemnitee shall allow the Indemnifying Party to have sole control over defense or settlement of the Claim, so long as the Indemnifying Party does not enter into any settlement that requires an Indemnitee to make an admission of fault or payment to any third-party. An Indemnitee may reasonably participate in the defense of a Claim, at its sole expense, with the counsel of its choice, but shall not settle any Claim without the Indemnifying Party's prior written consent.

10. Notices. All notices under these Terms must be made in writing (email to suffice) and sent to the attention of: (a) if to you, the email address you provided to us when you accepted these Terms; and (b) if to Lotame, to the attention of General Counsel, via email to notice@lotame.com. Each Party may change its contact for notices by providing not less than 5 business days' prior notice to the other Party. Notice will be deemed given when delivered.

11. Subcontractors. Lotame uses the Subcontractors posted at https://www.lotame.com/wp-content/uploads/2023/12/processors_lotame.pdf to assist in the Processing of Sightings Data as contemplated under these Terms. Lotame will remain responsible for its Subcontractors' compliance with the obligations of these Terms and for any acts or omissions of the Subcontractor that cause Lotame to breach any of Lotame's obligations under these Terms.

12. Governing Law; Submission to Jurisdiction.

12.1. Generally. These Terms are not governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Nothing in these Terms limits a Party's ability to seek equitable relief in any court of competent jurisdiction.

12.2. Americas. If your place of business is located in the United States of America, Canada, Mexico or a country in Central America, South America or the Caribbean, then these Terms are governed by and is to be construed in accordance with the internal

laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in the United States District Court for the Southern District of New York or, only if there is no federal subject matter jurisdiction, in any state court of New York having subject matter jurisdiction located in the city of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.3. United Kingdom, the Middle East or Africa. If your place of business is a country located in Europe, the Middle East or Africa, then these Terms are governed by and is to be construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in the courts of competent jurisdiction located in London, England, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.4. European Union/European Economic Area Countries. If your place of business is a country that is part of the European Union/European Economic Area, then these Terms are governed by and is to be construed in accordance with the laws of the Republic of Ireland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in the courts of competent jurisdiction located in the Republic of Ireland, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.5. Asia or the Pacific. If your place of business is in a country located in Asia or the Pacific region, then these Terms are governed by and is to be construed in accordance with the laws of Singapore without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in the courts of competent jurisdiction located in Singapore, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

13. Assignment. You may assign or transfer these Terms by providing notice to Lotame at prebid@lotame.com and notice@lotame.com. Subject to the foregoing, these Terms will bind and inure to the benefit of your successors and permitted assigns. Any attempted assignment in violation of this section will be void and of no effect.

14. Miscellaneous. These Terms are the Parties' entire agreement relating to the Panorama ID Offering and supersedes any prior or contemporaneous agreements on that subject. Lotame may update these Terms at any time and your continued use of the Panorama ID Offering constitutes your acceptance of the updated Terms. Failure to enforce any provision of these Terms will not constitute a waiver. If any provision of these Terms is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. No presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of these Terms. The headings contained in these Terms are for reference purposes only and will not affect in any way the meaning or interpretation of these Terms. There are no third-party beneficiaries to these Terms. The Parties are independent contractors, and these Terms do not create an agency, partnership or joint venture.

15. Definitions.

"Affiliate" means, with respect to a Party, an entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"Analytics" means the use of Panorama IDs for the purpose of statistical reporting and traffic analysis, optimization of ad placement; ad performance, reach, and frequency metrics (including frequency capping).

"Applicable Laws and Regulations" means, collectively, all now existing or hereinafter enacted or amended laws, rules, regulations (including, for purposes hereof, self-regulatory obligations and codes of conduct), and/or sanctions programs applicable to a Party's performance under these Terms (including, Data Protection and Privacy Laws) each as amended, replaced, supplemented, or superseded.

"Application" means a software application that executes on a Device (for example, a web browser or an app running on a Device).

"Data Protection and Privacy Laws" means any laws and regulations relating to (1) data privacy, data protection, or data retention, (2) regulatory statements, regulatory guidance, or enforcement action decisions that convey guidance related to the foregoing, (3) governmental frameworks adopted for extra-territorial transfers of personal data or personal information, and (4) with respect

to each Party individually, any self-regulatory codes and guidelines to which such Party has publicly declared its adherence or applicable to the industry in which such Party operates.

“**Device**” means an electronic device connected to or capable of being connected to the internet by any means.

“**HEM**” means a hashed email address.

“**Identifier**” means a pseudonymous, unique identifier that is linked to a particular Application (for example, a cookie in a web browser), Device (for example, a mobile device advertising ID or IP address), or that is a hashed email address.

“**Intellectual Property**” means all patents, copyrights, trademarks, trade secrets and other intellectual property.

“**Lotame Panorama Graph**” means Lotame’s proprietary graph of probabilistic connections between Identifiers created by the process of linking two or more Identifiers predicted to belong to the same individual or household.

“**Lotame Panorama ID**” or “**Panorama ID**” means Lotame’s pseudonymous proprietary universal identifier that is linked to a profile of other pseudonymous IDs (predicted to be the same User) in the Lotame Panorama Graph.

“**Personal Data**” means any data or information relating to (i) an identified or identifiable natural person or (ii) an identified or identifiable legal entity (where such information is covered by any applicable Data Protection and Privacy Laws) and includes any data or information that constitutes “personal data” or “personal information” as defined under any applicable Data Protection and Privacy Laws.

“**Process**” means to take any action or perform any operation or set of operations on Sightings Data and the Panorama ID, including to collect, receive, input, upload, download, reproduce, store, organize, compile, index, log, catalog, display, erase or destroy; “**Processing**” and “**Processed**” have correlative meanings.

“**Sightings Data**” means the email address or HEM (when provided by you), IP address, user-agent string, and timestamp that corresponds to a particular use of or visit to a Property by a User.

“**Targeting**” means the use of the Panorama ID to tailor advertising across unaffiliated web domains, Devices. Targeting includes interest-based advertising, audience-matched advertising, and retargeting. Targeting does not include Analytics.

“**User**” means a natural person that is a user of or visitor to a Property and does not include any entity or organization created by law.

(These Terms were last updated on November 4, 2024)