



Lotame DMP Master Agreement

This Lotame DMP Master Agreement (the “**Agreement**”) is made and entered into as of the Effective Date (defined on the signature page), by and between Lotame Solutions, Inc., a Delaware corporation with its principal place of business at 8850 Stanford Blvd., Suite 4000, Columbia, MD 21045, and the Customer set forth below (each, a “**party**” and collectively the “**parties**”). The parties agree as follows:

1. Services.

1.1. Provision of Services. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Lotame will provide access to and use of the products and services owned or licensed by Lotame or professional services (the “**Lotame Services**”) and identified in any service order or statement of work (each, a “**Service Order**”) that are executed by both parties and made a part of this Agreement. Lotame may use third parties to assist Lotame in providing the Lotame Services or otherwise in performing its obligations under this Agreement (“**Subcontractors**”), which are identified in the DPA (defined in Section 10.3). Lotame will ensure that its Subcontractors (i) are capable of maintaining appropriate privacy and security measures to protect Customer Data consistent with applicable Privacy Laws and (ii) Process Customer Data in accordance with this Agreement and Privacy Laws. Any noncompliance by a Subcontractor or its employees or agents with the provisions of any Service Order, this Agreement or Privacy Laws will constitute a breach by Lotame. “**Authorized User**” means an employee or agent of Customer or a Customer Contractor, Customer Affiliate or Customer Client (and their employees or agents), if permitted in accordance with this Agreement, authorized to access and use the Subscribed Services (defined in Section 2.1).

1.2. Service Orders. Each Service Order will be effective only when signed by Customer (or Customer Affiliate or Customer Client if required by Lotame in accordance with this Agreement) and Lotame. When effective, each Service Order will, by this reference, be incorporated in and made a part of this Agreement and will be subject to the terms and conditions of this Agreement. The term “**Agreement**,” as used in this Agreement, includes this Agreement, any Service Orders, and all exhibits and schedules attached thereto. In the event of any conflict between this Lotame DMP Master Agreement and any Service Order, the terms of the most current Service Order will control. Any modifications or changes to a Service Order will be effective only if and when memorialized in a mutually agreed written amendment or addendum to the Service Order.

2. Authorization and License to Use Lotame Services and Third Party Data.

2.1. Authorization to Use Lotame Services. Subject to and conditioned on Customer’s payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement and the applicable Service Order, Lotame hereby authorizes Customer and its Authorized Users to access and use (i) the Lotame Services identified in a Service Order and Lotame’s application programming interface that provides access to certain of the functional capabilities within the Lotame Services to support interoperability of the Lotame Services with third party applications or services (“**Lotame API**”) (collectively, the “**Subscribed Services**”), to (x) collect, organize, segment, and transact Customer Data, and (y) create, export and target audiences comprised of Customer Data and/or Third Party Data (defined below) (“**Audiences**”). This authorization is non-exclusive and, other than as may be permitted in this Agreement, non-transferable. Customer shall access the Subscribed Services solely through the use of a web browser or the Lotame API and Customer’s Access Credentials provided to Customer by Lotame. Lotame retains all right, title, and interest in and to the Lotame Services, including but not limited to all software, technology and processes and all derivative works and improvements thereto. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Lotame Services or Third Party Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Lotame Services and the Third Party Data are and will remain with Lotame and the respective rights holders in the Third Party Data. “**Access Credentials**” means any method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Lotame Services.

2.2. License to Use Third Party Data. Lotame hereby grants to Customer a limited, non-exclusive license to access and use data owned by or licensed to Lotame and made available for purchase in the Lotame Services as either branded or unbranded data (“**Third Party Data**”), to create, export and target Audiences. Except as expressly permitted in this Agreement, Customer shall not (i) use Third Party Data in any sharing arrangement, or resell, rent, lease, sublicense or transfer Third Party Data to any third party, or (ii) use Third Party Data in any manner except for marketing purposes, such as the delivery of online advertisements.

3. Customer Data.

3.1. Customer Data.

(a) Customer hereby grants to Lotame a limited, non-exclusive worldwide license during the Term to (1) Process Customer Data and transmit Customer Data to Subcontractors solely as necessary to provide Customer with the Subscribed Services or as otherwise necessary in order for Lotame to perform its obligations under this Agreement; and (2) transmit and, if necessary, sublicense Customer Data to Customer Contractors or to Third Party Platforms but only upon Customer's request. "**Customer Data**" means data owned by or licensed by a third party data source to Customer (including Customer Clients, Affiliates and/or Customer Contractors) and provided to Lotame. "**Process**" means to take any action or perform any operation or set of operations that the Lotame Services are capable of taking or performing on Customer Data in order to provide the Lotame Services including to collect, receive, input, upload, download, reproduce, store, organize, compile, index, log, catalog, cross-reference, manage, maintain, display, erase or destroy; "**Processing**" and "**Processed**" have correlative meanings. "**Third Party Platforms**" means other technology companies engaged in programmatic or direct digital advertising transactions to which Lotame is directly or indirectly integrated, such as an AdServer, DSP, or SSP.

(b) If the Subscribed Services include Lotame Syndicate or Lotame Panorama Seller, in addition to the license granted above, Customer hereby grants to Lotame a limited, non-exclusive worldwide license during the Term to (i) make Customer Data available to Customer Clients for the creation of Audiences (alone or in combination with data from the Customer Client) and (ii) export those Audiences to Third Party Platforms.

(c) In connection with providing certain Lotame Services, Customer hereby grants Lotame the right during the Term to use Device Identifiers from Customer Data and other information collected each time a device accesses Customer Properties (i.e., user agent string, and time stamp) ("**Device Data**") for the purpose of creating a graph of probabilistic connections between Device Identifiers obtained from multiple sources. "**Device Identifier**" means any data that is linked to a particular browser or device if that data is not used, or intended to be used, to identify a particular individual, and may include, but is not limited to, unique identifiers associated with browsers or devices, such as cookie identifiers or mobile advertising identifiers, and IP addresses, where such data is not linked or intended to be linked to personally identifiable information. Lotame will not use any other Customer Data for the purpose of creating the graph. Customer acknowledges that (1) the Device Identifiers used to create the graph are obtained from multiple sources; (2) the graph is not a derivative work or work product of Customer; and (3) the graph will be available to other Lotame customers and to the customers of Lotame's Subcontractor used to create the graph.

(d) Lotame shall not (1) sell Customer Data or (2) retain, use, or disclose Customer Data for any purpose (including a commercial purpose) other than for the specific purpose of providing the Subscribed Services, except as may be permitted by applicable law. Additionally, except for Subcontractors, Lotame shall not export or share Customer Data with any third parties (including, without limitation, Customer Contractors or Customer's Third Party Platforms) without obtaining the prior written consent of Customer or its authorized representatives.

(e) Lotame shall (and shall ensure its Subcontractors do the same) employ security measures in accordance with applicable industry practice to prevent disclosure, dissemination or unauthorized use of Customer Data. No later than 48 hours after Lotame's determination that a Security Breach has occurred, or as otherwise required under applicable laws or regulations, Lotame will notify Customer of the Security Breach. Lotame will provide reasonable assistance to Customer in meeting Customer's compliance obligation related to a Security Breach. "**Security Breach**" means an unauthorized disclosure of Customer Data.

(f) As between Lotame and Customer, Customer retains all right, title, and interest in and to the Customer Data. Nothing in this Agreement grants to Lotame, or any third party, the right to use the Customer Data for any reason other than as expressly described in this Agreement.

3.2. Collection of Data. Customer acknowledges (1) that the collection of Customer Data from websites, applications, widgets, online content, or other online data sources identified by Customer and approved by Lotame (collectively, the "**Customer Properties**") requires that Customer utilize a data ingestion process accepted by Lotame; (2) that Lotame currently ingests data via (i) the Lotame pixel tag (the "**Lotame Pixel Tag**"), (ii) the Lotame software development kit (the "**Lotame SDK**"), and (iii) ID syncing and secure file transfer. Data collection via other means may be subject to additional requirements and/or fees; (3) that a timely implementation is conditioned on prompt selection and implementation of one or more of the foregoing data ingestion processes. If Customer does not implement an acceptable data ingestion process as soon as reasonably practicable following the Start Date, (i) Lotame shall not be in breach of its obligations to collect Customer Data under this Agreement, and (ii) Customer shall not be relieved of its duty to pay any minimum fees due under this Agreement (e.g., payment in accordance with the payment schedule stated in the applicable Service Order); (4) Customer shall be responsible for placing the Lotame Pixel Tags and/or the Lotame SDK on Customer Properties and for obtaining the required level of consent to collect Customer Data from users; and (5) that if Customer utilizes the Lotame Pixel Tag to collect Customer Data, Lotame will fire a minimum of one pixel, per cookie, per refresh period (currently, 30 days) on the Customer Properties to enable syncing with any Third Party Data providers and/or channels identified by Customer. Customer shall not send to Lotame any user names, addresses, phone numbers, e-mail addresses, social security numbers, or other information, which could be used by Lotame to identify a user personally ("**Prohibited Data**").

4. Customer Obligations and Authorization Limitations and Restrictions. Customer shall use the Lotame Services in accordance with the terms of this Agreement. Customer shall not and shall ensure that its Authorized Users do not, except as this Agreement expressly permits: (i) permit any third party to access or use the Lotame Services and Third Party Data or otherwise make available any of the Lotame Services (or portion thereof) to any third party for any standalone commercial purpose; (ii) copy, reproduce, modify, disassemble, decompile, reverse engineer or create derivative works of any Lotame Services or other Lotame technologies; (iii) rent, lease, lend, sell, trade, resell sublicense, assign, distribute, publish or transfer the Subscribed Services to any third party; (iv) modify the Lotame Pixel Tag; (v) access or use the Lotame Services other than by an Authorized User through the use of his or her own then valid Access Credentials; (vi) knowingly collect or transact data that is deemed to be personally identifiable information, personal information or personal data in the applicable territory without obtaining the required level of consent from users, (vii) knowingly collect or transact data from users known to be under the age of thirteen, (viii) input, upload, transmit or otherwise provide to or through the Lotame Services, any information (1) that is or includes Prohibited Data, (2) that is unlawful, or (3) that contains, transmits or activates any Harmful Code; (ix) knowingly use the Audiences or any other information provided by Lotame hereunder to re-identify individuals without obtaining such individual's express opt-in consent, (x) knowingly attempt to merge Third Party Data provided to Customer by Lotame with personally identifiable information or personal data held by Customer without obtaining express opt-in consent from users; (xi) access or use the Lotame Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights of any third party, or that violates any applicable law; or (xii) access or use the Lotame Services for purposes of competitive analysis of the Lotame Services, the development, provision or use of a competing software service or product, or any other purpose that is to Lotame's detriment or commercial disadvantage. "**Harmful Code**" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Lotame Services as intended by this Agreement. Access to the Subscribed Services is subject to certain usage limits, including the thresholds set forth in any Service Order. Additionally, if Customer's monthly usage is excessive, Lotame may, if Customer is unable to reduce its monthly usage, pass increased processing costs onto the Customer or suspend Customer's access to the Subscribed Services. Usage is excessive if Customer's monthly usage (as tracked and viewable by Customer within the Subscribed Services) (i) exceeds 3,000 Audiences, (ii) exceeds 25,000 behaviors, (iii) exceeds 12.5 times the monthly uniques threshold (defined in the Service Order), if any, for the then-current tier as set forth in the Service Order or (iv) otherwise overburdens Lotame Services, as determined by Lotame in its sole discretion. Lotame will provide advance notice to Customer before imposing any increased processing costs or suspending the Subscribed Services.

5. Use of Lotame Services by Customer's Clients, Contractors, and/or Affiliates.

5.1. Customer Contractors. Subject to the prior written approval of Lotame, which will not be unreasonably withheld or conditioned by Lotame, Customer's third party contractors and service providers ("**Customer Contractors**") may use and access the Lotame Services for the sole purpose of providing services to Customer; provided that Customer will ensure that the use of the Lotame Services is in accordance with the terms of this Agreement.

5.2. Customer Clients. Direct use of and access to the Lotame Services by any client of Customer (each, a "**Customer Client**") requires the prior written approval of Lotame and may require such Customer Client to execute a separate Service Order or adopting agreement, which sets forth the specific terms and conditions (including fees) applicable to the use of the Lotame Services by the Customer Client.

5.3. Customer Affiliates. Direct use of and access to the Lotame Services by any Customer Affiliate requires the prior written approval of Lotame and may require such Customer Affiliate to execute a separate Service Order or adopting agreement, which sets forth the specific terms and conditions (including fees) applicable to the use of the Lotame Services by the Customer Affiliate. For purposes of this Agreement, "**Affiliate**" of Customer means any company that controls, is controlled by or is under common control with Customer, where "control" means the power to control the composition of the board of directors of such company, the possession of more than half of the voting equity share capital of such company, or the ability to consolidate such company's financial statements with those of Customer in accordance with generally accepted accounting principles. Customer is solely responsible for any use of, or access to, the Lotame Services by its Customer Contractors, Clients, and Affiliates. If the conduct of a Contractor, Client or Affiliate would be a breach of this Agreement had the conduct been performed by Customer, then such conduct will be treated as a breach of this Agreement by Customer.

6. Service Levels; Training; Professional Services. Lotame shall provide the implementation and technical support services set forth in the Initial Service Order and the Service Level Agreement ("**SLA**") attached hereto as Exhibit B. If Customer asks Lotame to perform additional work or technical support that is not expressly described in this Agreement, including without limitation, custom integration work and supplementary trainings, then such work and/or technical support will be subject to additional fees, which will

be documented and agreed upon in a separate Service Order. Additionally, Customer shall reimburse Lotame for any and all reasonable and necessary expenses incurred in connection with additional training; provided that such expenses are disclosed and approved in advance by Customer.

7. Reporting and Payment Obligations.

7.1. Reporting. Customer shall cooperate with Lotame to facilitate direct and automated access by Lotame to Customer's Third Party Platforms to enable Lotame to identify, extract, download and/or otherwise receive automated usage reports required for accurate accounting and invoicing of Customer's Lotame-enabled ad delivery. Cooperation and facilitation extends to current technologies (including but not limited to FTP, third party integration software, and API's), and potential future technologies that facilitate automated interaction and reporting between and among ad technology systems. If Customer is unable to facilitate direct and automated access by Lotame to Customer's partner technology systems, then within 5 days after the end of each calendar month, Customer shall provide to Lotame a usage report that includes (i) the name, identification targeting code, and ID of the Lotame Audience segments used during the preceding month, (ii) the total number of impressions served for all Audiences, and (iii) any other information that is solely within the control of Customer and is required to calculate the Fees hereunder (e.g., gross revenues). Customer shall submit a monthly usage report to Lotame even if Customer has no usage for a particular month. A sample usage report is attached hereto as Exhibit A. An accurate and timely usage report is necessary for the calculation of the Usage Fees due and payable to Lotame by Customer under this Agreement.

7.2. Payments. Payments due under this Agreement are payable within 30 days of the date of the applicable invoice; except as otherwise set forth in the Service Order. All fees are quoted in U.S. Dollars. Customer is responsible for payment of all taxes (if any) associated with the use of the Lotame Services, other than taxes based on Lotame's net income. Lotame may offset any payment obligations to Customer that Lotame may incur under this Agreement against any undisputed past due fees owed to Lotame by Customer under this Agreement or any other agreement between Lotame and Customer. Any payment disputes must be brought by Customer within 60 days of the date of invoice. If Customer's place of business as listed in a Service Order is in a country located in Asia or the Pacific region, then Lotame will increase the fees for each Service Order for each Renewal Term by 5% of the fees that are in effect at the end of the immediately preceding Initial Term or Renewal Term and each Service Order will be deemed amended accordingly. Initial Term and Renewal Term will have the meanings set forth in the applicable Service Order.

7.3. Late Payments. If an undisputed invoice amount is not received by Lotame by the due date, then without limiting Lotame's rights hereunder, Lotame may charge interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law (whichever is lower). If an undisputed invoice amount remains unpaid for 30 days or longer, then Lotame shall have the right, without limiting Lotame's rights hereunder, to discontinue all access to and use of the Lotame Services until such outstanding balance is paid in full. If Lotame refers such outstanding balance to a third party for collection, then Customer shall pay all costs of collection, including without limitation, fees and expenses of an attorney and related court costs.

8. Suspension of Services. Lotame may suspend or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Lotame Services, without incurring any resulting obligation or liability, if (1) Lotame receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Lotame to do so; or (2) Lotame determines that: (i) Customer or any Authorized User has failed to comply with, any material term of this Agreement, or accessed or used the Lotame Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that is likely to cause imminent harm to Lotame or its Products and Services; or (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent or unlawful activities relating to or in connection with any of the Lotame Services. Lotame will, if commercially reasonable, notify Customer and provide Customer with an opportunity to remedy any of the causes in the previous sentence prior to any suspension. This section does not limit any of Lotame's other rights or remedies, whether at law, in equity or under this Agreement.

9. Term and Termination.

9.1. Term. This term of this Agreement commences on the Effective Date and, unless terminated earlier as set forth in this section, will continue in effect for so long as any Service Order is in effect ("**Term**").

9.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement or in a Service Order:

(a) either party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and (1) if such breach is incapable of cure, the termination will be effective immediately upon receipt of the breach notice; or (2) if such breach is capable of cure and the other party has failed to cure such breach within 10 days after its receipt of written notice thereof from the other party, the termination will be effective after such 10-day period; and

(b) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (1) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (2) makes or seeks to make a general assignment for the benefit of its creditors; or (3) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all rights, licenses, and authorizations granted by either party to the other under this Agreement will terminate immediately; and Customer shall promptly remove the Lotame Pixel Tag and the Lotame SDK (as applicable) from the Customer Properties to ensure that Lotame does not incur data collection and storage fees after the date of termination. Customer's rights under this Agreement are subject to the conditions precedent of payment by the Customer to Lotame of all sums then due and payable and upon Customer's continued compliance with the terms of this Agreement.

10. Privacy.

10.1. General. Customer acknowledges that the collection of Customer Data is subject to certain laws, rules, regulations, and self-regulatory practices related to privacy. Each of Customer and Lotame shall comply with all laws, rules, regulations, and self-regulatory practices applicable to their respective obligations and actions hereunder, including without limitation, the requirement that each party publish a privacy policy that is prominently linked from the home page of such party's corporate website and accurately describes the collection and use of data by such party. Customer shall comply with all laws, rules, regulations, and self-regulatory practices applicable to the industry in which it conducts business. Customer is responsible for (i) ensuring that the collection and use of Customer Data from the Customer Properties complies with its published privacy policies and all applicable laws, rules and regulations, and (ii) publishing notice and obtaining the required level of consent to collect Customer Data from users in each jurisdiction. Additionally, if Customer collects data from properties that it does not own or operate, Customer will require the owners of such properties to make the necessary disclosures regarding the collection and use of data by third parties on such properties.

10.2. Compliance with Privacy Laws. To the extent that data transmitted to Lotame under this Agreement is or is deemed to be personally identifiable information, personal information or personal data in Customer's jurisdiction, Lotame and Customer shall cooperate with each other in meeting their respective obligations under the applicable Privacy Laws. "Privacy Laws" means any laws and regulations relating to data privacy, data protection, or data retention; regulatory statements or enforcement actions that convey guidance related to the foregoing; regulatory guidance for industry best practices; governmental frameworks adopted for extra-territorial transfers of personal data (e.g., Privacy Shield) and industry based self-regulatory principles to which Lotame has publicly declared its adherence.

10.3. GDPR Privacy Shield. Lotame and Customer will comply with their respective obligations in the Data Processing Addendum (Lotame DMP_DPA_2020.06) located at <https://www.lotame.com/terms-and-conditions/> (the "DPA"). If required under any Privacy Laws, Lotame will notify Customer before using a new Subcontractor that would Process Customer Data for Lotame in order for Lotame to perform its obligations under this Agreement.

11. Confidentiality. "Confidential Information" of a given party ("disclosing party") means any confidential technical data, trade secret, know-how, or other confidential information disclosed by the disclosing party to the other party hereunder ("receiving party") in writing, orally, by drawing or other form. Confidential Information includes, but is not limited to, the consideration, payment terms, fees and other financial aspects of this Agreement, the terms of any Lotame agreement with any advertiser, vendor or other third party and the disclosing party's processes and methods for compiling and assembling data, and Customer's Access Credentials for Lotame Services. The receiving party will: (a) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its confidential information and in no event less than a reasonable degree of care; (b) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (c) except as may be permitted by and subject to its compliance with this compelled disclosure requirements in this section, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the receiving party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the receiving party's obligations under this section; and (iii) are bound by written confidentiality obligations at least as protective of the Confidential Information as the terms set forth in this section or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information; (d) not directly or indirectly export, re-export or transmit any Confidential Information acquired from the Disclosing Party (or any product or materials utilizing any such Confidential Information) to any country or person if such export or transmission is restricted by regulation or statute, without first obtaining the necessary approvals; (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this section. The receiving party will have no liability for a breach of this section with respect to any of the disclosing party's Confidential Information that, as established by documentary evidence, was: (i) already lawfully known to or in the possession of the receiving

party; (ii) independently developed by the receiving party without reference to or use of any of the disclosing party's Confidential Information; (iii) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement; (iv) generally known to the public; (v) lawfully obtained from any third party, which, to the knowledge of the party obtaining such information, has no obligation of confidentiality with respect to such information; or (vi) was approved in writing by the disclosing party for disclosure to a third party without any confidentiality obligations. Lotame is not prohibited from improving its own services and technology on the basis of general principles, learning and know-how gained from developing and providing services to Customer and to Lotame's other customers. Notwithstanding the terms of this Agreement, each party may disclose the terms of this Agreement: (i) in connection with the requirements of an initial public offering or securities filing, (ii) in confidence to accountants, banks and financing sources and their advisors, (iii) in confidence in connection with the enforcement of this Agreement or rights under this Agreement, and (iv) in confidence in connection with a merger or acquisition or proposed merger or acquisition or the like. All Confidential Information (including all rights therein under any patent, copyright, trademark, or other intellectual property laws in any country) will remain the exclusive property of the Disclosing Party. No license has been granted by the disclosing party to the receiving party with respect to Confidential Information disclosed unless otherwise expressly provided in this Agreement or a Service Order. If the receiving party at any time is required to disclose any of the disclosing party's Confidential Information to any government agency or court of competent jurisdiction, the receiving party (to the extent permitted by law) shall promptly notify the disclosing party of the required disclosure (prior to the disclosure, whenever possible, so that the disclosing party may seek an appropriate protective order). The receiving party will return to the disclosing party or (at the disclosing party's option) destroy all Confidential Information of the disclosing party in the receiving party's possession or control and will permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party or the expiration or termination of this Agreement, whichever comes first. At the disclosing party's request, the receiving party will certify in writing that it has fully complied with its obligations under this section. **"Representatives"** means the directors, officers, employees, legal advisors, and financial advisors of a party.

12. Marketing. Customer hereby grants Lotame a worldwide, non-exclusive, non-transferable, royalty-free, license during the Term to use Customer's names, trademarks, service marks, and logos ("**Marks**") (i) on Lotame's website; in press releases, blog posting, and media relations activities ("**PR**"); in Lotame's marketing, promotional materials, case studies, customer lists, and any other mutually agreeable marketing collateral ("**Marketing Materials**"); and in other joint initiatives such as speaking engagement, webinars or co-hosted event ("**Events**") and (ii) if Customer has subscribed to use Lotame Syndicate, in a list of participating sellers in the Lotame Syndicate marketplace, along with a list of Customer's available Audiences. When Customer's Marks are used on Lotame's website, Lotame Syndicate marketplace, and in Lotame's PR or Marketing Material, Lotame will use Customer's Marks in the same format and no more prominently than any other names, trademarks, service marks, or logos of other Lotame customers. If Customer's place of business as listed in a Service Order is outside of the Asia or the Pacific region, then the parties will mutually agree on the issuance of a press release and all other marketing activities. If Customer's place of business as listed in a Service Order is in a country located in Asia or the Pacific region, then (1) Lotame may publish at least three Marketing Materials or PR per year that reference Customer's use of the Lotame Services; (2) in all Marketing Materials and PR, Lotame may state that Lotame is Customer's Data Management Platform provider; (3) during the Term, Customer shall refer to Lotame as its "Exclusive Data Management Platform" (or a similar designation mutually agreed upon by the parties) in all marketing materials and public communications released by Customer or on its behalf; and (4) Customer shall refer partners, clients and prospects that it reasonably believes, could use, or have expressed interest, in using a data management platform similar to the Lotame Services to Lotame and shall use reasonable efforts to refer to Lotame as its exclusive Data Management Platform in all communications with partners, clients and prospects.

13. Intellectual Property Rights. Except to the extent expressly stated in this Agreement, neither party will acquire any right, title or interest in any copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information, and any other intellectual property or similar rights (registered or unregistered) throughout the world ("**Intellectual Property Rights**") belonging to the other party, or to the other party's licensors.

14. Representations and Warranties; Disclaimer. Each party represents and warrants that (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and (ii) entering into or performing its rights and obligations under this Agreement will not violate any agreement it has with a third party. Except as expressly provided for in this Agreement and to the maximum extent permitted by applicable law, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND LOTAME EXPRESSLY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, OR NON-INFRINGEMENT.

15. Limitation of Liability.

15.1. Exclusion of Certain Damages. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS, LOST REVENUE, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, FAILURE TO REALIZE EXPECTED SAVINGS OR LOSS OR UNAVAILABILITY OF OR DAMAGE TO

DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2. Liability Cap. EXCEPT FOR CLAIMS ARISING FROM (i) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, OR (ii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE FOR INDEMNIFICATION) ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE EFFECTIVE DATE OF THE NOTICE OF ANY SUCH CLAIM. THIS PROVISION APPLIES REGARDLESS OF HOW THE LIABILITY AROSE OR THE THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION).

16. Indemnification.

16.1. By Customer. Customer shall defend, indemnify, and hold harmless Lotame from and against all third party claims, liabilities, costs, damages, judgments, expenses, and losses (including reasonable attorneys' fees and costs) of any kind whatsoever ("Claims") arising from (i) Customer not having the rights to collect and use Customer Data, (ii) the use of or access to the Lotame Services by any Customer Client, Customer Contractor or Affiliate, (iii) any grossly negligent act or willful misconduct by Customer or its representatives, agents, employees or contractors, occurring in connection with the performance of the transactions contemplated by this Agreement, or (iv) any breach by Customer of any of Customer's representations, warranties or obligations in this Agreement, except to the extent that such Claim was caused by the gross negligence or willful misconduct of Lotame.

16.2. By Lotame. Lotame shall defend, indemnify and hold harmless Customer from and against all Claims resulting from (i) any infringement of third party Intellectual Property Rights as a result of Customer's authorized use of the Lotame Services, (ii) Lotame not having the right to provide Customer with access to Third Party Data, (iii) any grossly negligent act or willful misconduct by Lotame or its representatives, agents, employees or contractors, occurring in connection with the performance of the transactions contemplated by this Agreement, or (iv) any breach by Lotame or its Subcontractors of any of Lotame's representations, warranties, or obligations in this Agreement, except to the extent that such Claim was caused by the gross negligence or willful misconduct of Customer.

16.3. Procedure. The indemnified party 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 indemnified party shall allow the indemnifying party to have sole control over defense and/or settlement of the Claim, so long as the indemnifying party does not enter into any settlement that requires the indemnified party to make an admission of fault or payment to any third party. Nevertheless, the indemnified party may reasonably participate in such defense, at its sole expense, with the counsel of its choice, but shall not settle any such Claim without the indemnifying party's prior written consent.

17. Audit. No more than once every year during the term and for up to one year following the expiration or termination of this Agreement, Lotame may request, and Customer will provide to Lotame, any records required to calculate the Fees payable by Customer under a Service Order. If any such audit reveals any underpayments of any Fees, Customer shall promptly pay to Lotame such underpaid amount. The audit will be conducted at Lotame's expense unless the audit reveals that Customer has underpaid Lotame by 10% or more for any six-month period, in which case Customer will reimburse Lotame for all reasonable costs and expenses incurred by Lotame in connection with such audit. Any such audit will be conducted upon reasonable notice and will not unreasonably interfere with Customer's business activities.

18. Relationship of Parties. Nothing contained in this Agreement creates or should be interpreted as creating a partnership, agency, joint venture, or employment relationship between the parties, and neither party shall have any authority to bind the other party.

19. Notices. All notices and other communications required under this Agreement must be in writing and must be delivered personally, mailed by registered or certified U.S. mail (return receipt requested), postage prepaid, or sent by overnight courier service, receipt requested, to the parties at the addresses set forth in a Service Order. In lieu of the foregoing (a) notices to Lotame may be sent via email, return receipt enabled, to notice@lotame.com and (b) notices to Customer may be sent via email, return receipt enabled, to the Business Contact email identified in the applicable Service Order.

20. Compliance with Laws. Each party will comply with all applicable laws, rules and regulations in fulfilling its obligations under this Agreement.

21. Governing Law; Submission to Jurisdiction.

21.1. Americas. If Customer's place of business as listed in a Service Order is located in the United States of America, Canada, Mexico or a country in Central America, South America or the Caribbean, then the Agreement is 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 the Agreement 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.

21.2. Europe, the Middle East or Africa. If Customer's place of business as listed in a Service Order is a country located in Europe, the Middle East or Africa, then the Agreement is 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 the Agreement 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.

21.3. Asia or the Pacific. If Customer's place of business as listed in a Service Order is in a country located in Asia or the Pacific region, then the Agreement is 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 the Agreement 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.

22. Miscellaneous. This Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written. All prior agreements, understandings and representations are canceled in their entirety. All amendments, alterations, or modifications will be in writing. If any provision is held unenforceable or invalid, the balance of any such provision will not be affected. This Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of the parties; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other party which consent will not be unreasonably withheld, except that either party may freely assign this Agreement to its Affiliate or in connection with a merger, acquisition, or sale of all or substantially all its assets, by providing written notice to the other party. This Agreement may be executed in any number of counterparts, which together constitutes one and the same agreement. Any claims (in court or arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or member in any class action or other similar proceeding. The waiver by either party of a breach of any provisions contained in this Agreement will be in writing and will in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. If either party fails to perform any term of this Agreement and the other party does not enforce that term, failure to enforce on that occasion will not prevent enforcement on any future occasion. Neither the expiration nor the termination of this Agreement will terminate any obligations or liability accrued to the time of such expiration or termination. This Agreement will be construed equally against the parties regardless of who is more responsible for its preparation.

EXHIBIT A

SAMPLE USAGE REPORT

CLIENT:			
MONTH:			
AUDIENCE NAME	AUDIENCE TARGETING CODE	LOTAME AUDIENCE ID*	IMPRESSIONS

* REQUIRED

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement applies to the Lotame Services provided to Customer by Lotame under the Agreement.

1. Availability

1.1. Uptime and Downtime.

(a) Lotame shall ensure that access to the Lotame Data Management Platform and all material functionalities of the Lotame Services are available 99.8% of the time in a calendar month, excluding Excused Downtime (as defined below) (“**Availability**”).

(b) Excused Downtime includes the following:

- (1) Scheduled Maintenance as defined below in this Exhibit;
- (2) Reasons of Force Majeure. “**Force Majeure**” means events beyond the reasonable control of a Party, which may include without limitation denial-of-service attacks, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action and earthquakes;
- (3) Issues associated with Customer’s personal computers, networks or the Internet;
- (4) Customer’s Internet Service Provider (ISP) connections;
- (5) Issues arising from misuse of the Lotame Services by Customer; and
- (6) Outages caused by third parties and their supporting systems (e.g., a failure by a DSP to transmit Customer Audiences)

1.2. Service Credits. If Lotame fails to maintain Availability, Customer will be entitled to receive a credit (the “**Service Credit**”) of 5% of the total amount owed by Customer for the Eligible Credit Period. The “**Eligible Credit Period**” is a single month during the Term, and refers to the monthly billing cycle in which the most recent event resulting in failure to maintain Availability occurred or as otherwise agreed to by the parties.

2. Technical Support. Lotame will provide Customer with access to a support contact for reporting of a failure of service levels and/or functionality of the Lotame Services. In the event the availability or the material functionality of the Lotame Services is impacted, the severity of problems will be classified according to the following priority level descriptions, and administered by Lotame’s support group:

(a) High: A problem for which there is no Workaround and which (i) renders the Lotame Product or Service unavailable, (ii) results in data corruption or crash, or (iii) creates a risk of security breach.

(b) Medium: A problem for which there is no known Workaround and which causes difficulty in execution of an essential function of the relevant Lotame Product or Service.

(c) Low: A problem which causes difficulty in execution of a non-essential function of the relevant Lotame Product or Service, but for which there is a Workaround.

“**Workaround**” means a feasible change in operating procedures whereby an end-user can avoid the lack of Availability with minimal disruption to the Customer.

3. Monitoring and Support.

3.1. If Lotame becomes aware of possible problems that will likely result in a material delay in Availability, Lotame shall promptly notify Customer, giving the cause and probable effect of such delay, and shall rectify any issues in accordance with this Service Level Agreement.

3.2. Lotame shall monitor the Lotame Services during normal working business hours, which are 8:00 a.m. to 5:00 p.m. local time, excluding New York Stock Exchange holidays. Local time shall be (i) for North America – New York, (ii) for Asia – Singapore, (iii) for Australia and New Zealand – Sydney, and (iv) for Europe – London; provided, however, that Lotame shall provide 24/7 support for any problems or outages classified as High.

3.3. Customer may report any issues in Availability by sending an email to support@lotame.com.

4. Management of Services

4.1. Scheduled Maintenance

(a) “**Scheduled Maintenance**” is routine maintenance and requires two (2) business days’ written notice.

(b) The total period of time for Scheduled Maintenance per calendar month will not exceed eight (8) business hours. A single Scheduled Maintenance window will not exceed four (4) business hours in length and Lotame shall use reasonable efforts to conduct Scheduled Maintenance outside of business hours EST.

4.2. Mean Time to Respond. Lotame shall respond to SLA inquiries according to the following standards:

(a) High priority problems should be responded to within <4 hours.

(b) Medium priority problems should be responded to within <6 business hours.

(c) Low priority problems should be responded to within <8 business hours.

Lotame shall use best efforts to propose a Workaround and/or resolve all issues within one (1) business day.