



## Lotame Master Services Agreement

This Lotame Master Services Agreement (this “MSA”) is incorporated by reference into each Service Order entered into between Lotame Solutions, Inc., a Delaware corporation with its principal place of business at 8890 McGaw Road, Suite 250, Columbia, MD 21045, and the entity identified as “Customer” in that Service Order (defined in Section 1) (“Customer”) (each, a “Party” and collectively the “Parties”) provided that such Service Order expressly references this MSA. The Parties agree as follows:

**1. Scope.** This MSA forms an integral part of the Agreement between the Parties and governs Customer’s and its Authorized Entities’ access and use of the Services and Lotame Data. When context requires, the terms “Customer” and “Authorized Entity” includes the applicable entity’s Personnel who are authorized by Customer to access and use the Services.

**2. Provision of Services and Lotame Data.** During the Term, Lotame will provide Customer with the Services and Lotame Data subject to the terms and conditions of the Agreement. Subject to any requirements set forth in the DPA, Lotame may use its Affiliates or other third parties to assist Lotame in providing the Services or otherwise in performing its obligations under the Agreement (“Subcontractors”).

**3. Access and Use of the Services and License of Lotame Data.**

**3.1. Authorization and License Grant.** During the Term Lotame hereby (1) authorizes Customer to access and use the Services and (2) grants Customer a license to use the Lotame Data, both for Customer’s own business purposes, and for the benefit of its Affiliates and its and their Clients. This authorization and license are non-exclusive and, except as permitted in the Agreement, non-sublicensable and non-transferable.

**3.2. Access and Use by Customer’s Affiliates, Clients, and Contractors.**

(a) Authorized Entities may access and use the Services and Lotame Data without signing a Service Order, in which case cases: (1) any access and use of the Services and Lotame Data by an Authorized Entity will be deemed access and use of the Services and Lotame Data by Customer; (2) Customer shall ensure its Contractors access and use the Services and Lotame Data for the sole purpose of providing services to Customer, its Affiliates, or its and their Clients; and (3) Customer shall ensure its Clients access and use the Services and Lotame Data for such Client’s own business purposes only.

(b) In certain cases, Lotame may require a Customer Affiliate to sign an Affiliate Service Order, the form of which is attached as Exhibit C. In such an event, the Customer Affiliate will be subject to this MSA and all references to Customer in this MSA will be deemed references to the Affiliate signing the Affiliate Service Order. The form Affiliate Service Order may be revised to include additional services and specific terms and conditions (including fees) applicable to the use of the Services and Lotame Data by the Affiliate.

**3.3. Customer Obligations and Authorization Limitations and Restrictions.**

(a) Customer shall use, and shall ensure its Authorized Entities use, the Lotame Data only for the purposes of creating Audiences for Targeting and Analytics (“Permitted Purposes”). Customer shall comply with any terms of service, terms of use, or terms and conditions of any Third Party Platforms to which Customer exports Audiences via the Platform.

(b) Customer shall not, and shall ensure that its Authorized Entities do not, except as the Agreement expressly permits: (1) rent, lease, lend, sell, trade, resell, sublicense, assign, distribute, transfer, or permit access or use of the Services or Lotame Data (or portion thereof) by or to any third party for any standalone commercial purpose; (2) copy, reproduce, modify, disassemble, decompile, reverse engineer or create derivative works of any Services or other Lotame technologies; (3) access or use the Services other than through the use of valid Access Credentials; (4) access or use the Services or Lotame Data 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; (5) access or use the Services or Lotame Data for purposes of competitive analysis of the Platform or any 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; (6) use Lotame Data in any manner except for the Permitted Purposes; (7) use Lotame Data or Audiences that include any portion of Lotame Data to Re-identify individuals without obtaining such individual’s prior express consent; or (8) merge Lotame Data or Audiences that include Lotame Data with Direct Identifying Personal Data without obtaining prior express consent from the individuals to whom the Direct Identifying Personal Data relates.

(c) Upon prior notice, Lotame may impose additional fees or suspend the Services in the event Customer’s or its Authorized Entities’ (in aggregate) monthly usage of the Services is deemed excessive. Usage is excessive if monthly usage (as tracked and viewable by Customer within the Services) (1) exceeds 25,000 Behaviors, (2) exceeds 12.5 times the monthly uniques threshold (if

any, as defined in the Service Order), or (3) otherwise overburdens the Platform or any Services, as determined by Lotame in its sole discretion.

#### 4. Fees and Payment Terms.

**4.1. Fees; Informal Resolution of Fee Disputes.** Customer shall pay to Lotame the fees set forth in each Service Order (“Fees”) no later than 30 days after the date of the invoice unless otherwise specified in the Service Order (“Due Date”). All Fees are quoted in U.S. Dollars unless otherwise specified in a Service Order. Customer is responsible for the payment of any taxes associated with each Service Order, other than taxes based on Lotame’s income. In the event of any dispute related to invoiced Fees (“Dispute”), the disputing Party shall provide written notice to the other Party of such Dispute (“Dispute Notice”) no later than the Due Date, in the case of Customer-raised Disputes, or 60 days after the due date for any payments owed to Customer by Lotame. Upon receipt of a Dispute Notice, the executives of each Party shall attempt in good faith to resolve the Dispute by negotiation and consultation between themselves. If the executives cannot resolve the Dispute on an informal basis within 30 days after the first meeting of the executives, either Party may seek any remedy available under law or equity.

**4.2. Late Payments.** If any undisputed invoiced Fees remain unpaid past the Due Date, then Lotame may, without limiting any other remedy available to Lotame, suspend access and use of the Services or Lotame Data until such outstanding balance is paid in full. If Lotame refers any unpaid amounts 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.

**4.3. Reporting.** No later than 5 days after the end of each calendar month during the Term, Customer shall provide to Lotame, for each Service Order, a report of Lotame Data or Audiences used for Targeting during the preceding month (“Usage Report”) that includes the information set forth in **Exhibit A**. Customer shall submit a Usage Report to Lotame monthly during the Term even if Customer has no usage during a month. Time is of the essence in providing an accurate and timely Usage Report. If a Third Party Platform can directly transmit Usage Reports to Lotame or if a Third Party Platform permits Lotame to access and download Usage Reports from Customer’s account, then Customer shall cooperate with Lotame to enable such direct transmission of Usage Reports to Lotame or direct access by Lotame to download Usage Reports from Customer’s account on Third Party Platforms.

**4.4. Usage Verification.** No more than once every year during the Term and for up to one year following the termination of each Service Order, Lotame may request any records related to the calculation of the Fees payable by Customer for usage of Lotame Data for the previous 12 months under that Service Order. Customer shall provide such records no later than 15 days after the date of such request. If the review of such records shows any underpayments of any Fees, Customer shall promptly pay to Lotame such underpaid amount. The review will be conducted at Lotame’s expense, unless the review reveals that Customer has underpaid Lotame by 10% or more for any six-month period, in which case Lotame will invoice Customer for, and Customer shall pay Lotame, for all reasonable costs and expenses incurred by Lotame in connection with such review.

#### 5. Term and Termination.

**5.1. Term.** This MSA commences on the effective date of the first Service Order entered into by the parties and will continue in effect for so long as any Service Order is in effect plus any Continued Use Period (“Term”), unless terminated earlier as set forth in Section 5.2.

**5.2. Early Termination.** In addition to any other express termination rights set forth in a Service Order or in other part of the Agreement:

(a) either Party may terminate the Agreement by written notice to the other Party if the other Party materially breaches the Agreement and (1) if such breach is incurable, the termination will be effective immediately upon receipt of the notice of breach; or (2) if such breach is curable and the breaching Party has failed to cure such breach within 30 days of the notice of breach from the non-breaching Party, the termination will be effective a 30 days after the notice of breach; and

(b) either Party may terminate this Agreement, 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.

(c) Lotame may terminate Customer’s or an Authorized Entities’ access and use of all or any part of the Services or the Lotame Data, without incurring any obligation or liability if Customer or the Authorized Entity has: (1) accessed or used the Services or Lotame Data for any unlawful or fraudulent activity; (2) accessed or used the Services in a manner that has had an adverse effect on the Platform’s operation; or (3) if Lotame receives a judicial or other governmental demand or order, subpoena or law enforcement request

that requires Lotame to do so. Lotame will notify Customer of any of the causes in this subsection prior to any termination except in cases where Lotame is commercially unable to provide advance notice.

### **5.3. Effect of Termination; Continued Use of Services and Lotame Data After Termination.**

(a) Upon termination of the Agreement all rights, licenses, and authorizations granted by either Party to the other under this Agreement will terminate and Lotame will cease providing access or use of the Services to Customer on the termination effective date. Customer shall promptly remove the Lotame Code (when applicable) from all Properties on which it has been implemented to ensure that Lotame does not incur data collection and storage fees after the date of termination.

(b) In the absence of automatic renewal language in a Service Order, if after expiration of that Service Order Customer (1) continues to access and use the Services or Lotame Data pursuant to that Service Order or (2) fails to remove the Lotame Code (when applicable) from all Properties on which it has been implemented, that Service Order will be deemed to continue in effect on a month-to-month basis until terminated by either Party by providing no less than 15 days advance written notice to the other Party ("**Continued Use Period**"). Lotame has the right to invoice Customer, and Customer shall pay any such invoices, for continued access and use the Services or Lotame Data during the Continued Use Period. Any annual Fees will be prorated on a monthly basis during the Continued Use Period.

**6. Compliance with Laws.** Each Party shall comply with all laws, rules, and regulations applicable to the industry in which it conducts its business, including Data Protection and Privacy Laws, and with any self-regulatory codes to which it a publicly stated that it will adhere.

**7. Privacy; Data Processing Agreement.** Each Party acknowledges that its obligations and performance under the Agreement may be subject to certain Data Protection and Privacy Laws and in such cases, Lotame and Customer shall cooperate with each other when necessary in meeting their respective obligations under applicable Data Protection and Privacy Laws. In the absence of a signed (including one attached to a Service Order) data processing agreement, data processing addendum, or other agreement that will apply to the Processing of Personal Data as contemplated under the Agreement, the Agreement incorporates by this reference the Data Processing Agreement for this MSA located at <https://www.lotame.com/privacy-and-data-protection/> (the "**DPA**").

**8. Confidentiality. "Confidential Information"** of a given Party means any confidential technical data, trade secret, know-how, or other confidential information disclosed by a Party (the "**Disclosing Party**") to the other Party ("**Receiving Party**") under the Agreement in writing, orally, by drawing, or other form, that is either designated as confidential or, by its nature or the circumstances surrounding its disclosure, reasonably should be considered as confidential by the Receiving Party. Confidential Information includes, but is not limited to, the payment terms, fees, and other financial aspects of the Agreement, the Disclosing Party's processes and methods for compiling and assembling data, and Customer's Access Credentials for the Platform. The Receiving Party will: (a) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its confidential information of a similar nature 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 the Agreement; (c) except as may be permitted by and subject to its compliance with the compelled disclosure requirements in this section, not disclose or permit access to Confidential Information other than to its Representatives who: (1) 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; (2) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and (3) 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; and (f) promptly notify the Disclosing Party of any unauthorized use or unauthorized disclosure of Confidential Information and cooperate with the Disclosing Party to regain possession of any Confidential Information disclosed in violation of this Agreement and prevent its unauthorized use. 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: (a) already lawfully known to or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; (b) independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (c) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement; (d) generally known to the public; (e) 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 (f) 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 the Agreement. 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 (a "compelled disclosure"), 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) and shall disclose only such information as is required by the governmental entity or court or otherwise required by law. Upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first, the Receiving Party will (1) permanently erase all electronic copies and (2) destroy or, at the Disclosing Party's option, return any tangible copies of all Confidential Information of the Disclosing Party in the Receiving Party's possession or control. 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.

**9. Marketing; Use of Marks.** Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials ("**Marketing Materials**") relating to the Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source ("**Marks**"), affiliation or sponsorship, in each case, without the prior written approval of the other Party, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the previous sentence, approval is not required when (i) previously approved Marketing Materials are re-issued with minor modifications, (ii) Customer's Marks are used in Marketing Materials that list Lotame's current or former customers, or (iii) use of the Customer's Mark is required for the Services as expressly specified in any Service-Specific Terms (collectively "**Pre-Approved Uses**"). Each Party hereby grants the other Party, a worldwide, non-exclusive, non-transferable, royalty-free, license during the Term to use its Marks for the Pre-Approved Uses and any other approved uses. Each Party will use the other Party's Marks in accordance with the other Party's usage guidelines.

**10. Intellectual Property Rights.** Except to the extent expressly granted in the Agreement, neither Party will acquire, and nothing in the Agreement grants by implication, estoppel or otherwise, 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 (whether registered or unregistered) throughout the world ("**Intellectual Property Rights**") belonging to the other Party, or to the other Party's licensors.

**11. 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, THE SERVICES AND LOTAME DATA ARE PROVIDED ON AN "AS IS" BASIS 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.

**12. Defense and Indemnification.**

**12.1. Defense Obligations.** Each Party (the "**Indemnifying Party**") shall 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 12.4), 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 (the "**Indemnitee**") or its directors, officers, and employees to the extent the Action contains any allegation that arises from, is related, or is based upon any of the following claims applicable to it as the Indemnifying Party ("**Claim**").

(a) *Customer as the Indemnifying Party:* (1) Customer not having the rights or proper consents for Lotame to Process Customer Data for the purposes contemplated by the Agreement, (2) any grossly negligent act or willful misconduct by Customer or its directors, officers, employees, agents, or contractors, occurring in connection with the performance of the transactions contemplated by this Agreement, or (3) any misrepresentation or 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.

(b) *Lotame as the Indemnifying Party:* (1) Lotame not having the right to provide Customer with access and use of Lotame Data, (2) any grossly negligent act or willful misconduct by Lotame or its directors, officers, employees, agents, or contractors, occurring in connection with the performance of the transactions contemplated by this Agreement, or (3) 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.

**12.2. Indemnification Obligations.** The Indemnifying Party shall hold harmless and indemnify the Indemnitee for all finally awarded liabilities, costs, damages, judgments, expenses, awards, and losses related to any of the applicable Claims from an Action.

**12.3. Mitigation for Infringement Claims.** If Lotame reasonably believes the Services are or are likely to become the subject of an injunction preventing Customer or Authorized Entities from continuing to utilize the Services, Lotame shall, in its discretion: (a) obtain the rights to continue offering the affected Services or (b) replace or modify the affected Services so that the Services are no longer subject to the injunction while providing similar features and functionality. If (a) and (b) are not available to Lotame after reasonable due diligence, then Lotame may immediately suspend access to or use of the affected Services and, if necessary, terminate the Agreement, in each case upon written notice to Customer. In the event of a suspension of Services or termination of the Agreement in accordance with this Section 12.3, Lotame will refund to Customer, on a pro rata basis, the unused portion of any Fees. This section states the sole and exclusive remedy of Customer (and any Customer Affiliate, Client, or Contractor) for Intellectual Property Rights infringement or misappropriation claims by third parties related to the Services.

**12.4. Procedure.** An 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 defense or indemnification 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 and/or settlement of the Claim, so long as the Indemnifying Party does not enter into any settlement that requires the Indemnitee or its directors, officers, and employees to make an admission of fault or payment to any third party. Nevertheless, the Indemnitee 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.

### **13. Limitation of Liability.**

**13.1. 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.

**13.2. 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 ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 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).

**14. 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.

**15. 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.

### **16. Governing Law; Submission to Jurisdiction.**

**16.1. 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.

**16.2. 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.

**16.3. 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.

**16.4. 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.

**17. 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 an 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. In the event of any conflict between this MSA and any documents that make up the Agreement, unless expressly stated otherwise in a document, the documents will take precedence over each other in accordance with the following ranking: (i) the Service Order, (ii) any data processing agreement/addendum or privacy addendum, and (iii) this MSA. Any modifications or changes to a Service Order will be effective only when memorialized in a written amendment or addendum to the Service Order signed by the parties.

**18. Customer Data.** This section applies only when Customer provides Customer Data to Lotame.

**18.1. Collection of Customer Data.** Customer acknowledges that in order for Lotame to provide certain Services that require the transfer of Customer Data to Lotame, Customer must implement one or more of the following methods (each a "**Data Collection Method**"): (a) a client-side script that is embedded in the HTML, software development kit, or other code that is provided by Lotame to Customer that executes on Properties for the sole purpose of transferring Customer Data to Lotame ("**Lotame Code**"), (b) use of a Lotame API, or (c) a secure file transfer method (including from a third-party data onboarder). Timely account activation is conditioned on prompt selection and implementation of one or more of the Data Collection Methods. Customer may request to use a method other than a Data Collection Method; however, other methods may require changes to the Platform, and may be subject to additional requirements and fees. If Customer does not implement a Data Collection Method as soon as reasonably practicable following the effective date of a Service Order and prior to the Start Date set forth in that Service Order, Lotame will not be in breach of its obligations in the Agreement and Customer will not be relieved of its duty to pay any minimum Fees due under the that Service Order. Customer is responsible for placing the Lotame Code on Properties.

**18.2. Customer Data from Third Parties.** If any portion of Customer Data is from a third party (including, Clients and Customer's Affiliates) (each a "**Third Party Source**"), then during the Term, (a) Customer shall obtain and will maintain all necessary rights and permissions from each Third Party Source to (1) implement the Lotame Code on the Third Party Source's Properties and collect Behaviors and Sightings Data from those Properties using the Lotame Code (provided that Lotame Code is used to collect Behaviors and Sightings Data from the Third Party Source's Properties) and (2) grant the license in Section 18.3 with respect to the Third Party Source's Behaviors and Sightings Data; and (b) Customer shall take commercially reasonable steps to ensure compliance by its Third Party Sources (such as

through contractual requirements) with all Data Protection and Privacy Laws and with any other laws, regulations, and self-regulatory requirements applicable to the industry in which the Third Party Source operates.

**18.3. License.** Customer, on behalf of itself and any Third Party Sources, hereby grants to Lotame a non-exclusive, worldwide license during the Term to (a) Process Customer Data and have Subcontractors Process Customer Data solely as necessary to provide the Services and Lotame Data or as otherwise necessary in order for Lotame to perform its obligations under the Agreement; and (b) transmit and, if necessary, sublicense Customer Data to Contractors or to Third Party Platforms for Customer's direct benefit but only upon Customer Instructions (collectively, the "**Permitted Uses**"). "**Customer Instructions**" means Customer's or an Authorized Entity's use or configuration of the Services to perform any Processing of Customer Data (including Processing initiated by Customer or an Authorized Entity in its use of the Services).

**18.4. Customer Obligations and Authorization Limitations and Restrictions.** Customer shall not, and shall ensure that its Authorized Entities do not, except as the Agreement expressly permits, knowingly input, upload, transmit or otherwise provide to Lotame by any means, any file or data (a) that is or includes Sensitive Personal Data, (b) that is unlawful, or (c) that contains, transmits, or activates any Harmful Code. "**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 (1) 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 (2) disrupt or prevent access or use of the Platform. "**Sensitive Personal Data**" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation, any Personal Data of a User under the age of 16, data from a Property that is or is deemed to be a health care provider under the Health Insurance Portability and Accountability Act or guidance of the United States Federal Trade Commission (see 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 Mar. 27, 2023), and any other type of data that constitutes "sensitive data", a "special category of data", or a corresponding term denoting a substantially similar meaning under applicable Data Protection and Privacy Laws.

**18.5. 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 Term and (2) to develop, maintain, and improve the Services.

**18.6. Ownership of Customer Data.** As between Lotame and Customer, Customer and its Third Party Sources retain all right, title, and interest in and to the Customer Data. Nothing in the Agreement grants, or should be construed as granting, to Lotame, or any third party, any ownership in or to Customer Data, or the right to use Customer Data for any reason other than as stated in the Agreement.

**18.7. Post-Termination Processing and Storage of Customer Data.** Lotame has the right to invoice Customer, and Customer shall pay any such invoices, for the fees incurred by Lotame related to the processing and storage of Customer Data during the Continued Use Period.

## 19. Definitions.

"**Access Credentials**" means any method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access the Platform or use the Services.

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

"**Agreement**" means this MSA; each Service Order that incorporates this MSA; any Service-Specific Terms attached to a Service Order; any addenda, exhibits or schedules attached to this MSA or a Service Order or entered into under this MSA or a Service Order; the DPA (defined in Section 7); and any amendments to any of the foregoing.

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

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

"**Audience**" means a grouping of Behaviors and includes any IDs that have been associated with the Behaviors.

"**Authorized Entity**" means Affiliates, Clients, and Contractors for which Company provides Access Credentials.

"**Behaviors**" means attributes, preferences, interests, and other characteristics of a User or inferred about a User based on that User's location, intent data, socio-demographic data, purchase data, browsing, and other data.

“**Client**” means a customer or client of Customer or a Customer Affiliate.

“**Continued Use Period**” has the meaning set forth in Section 5.3(b).

“**Contractor**” means Customer’s contractors and service providers that provide services to Customer.

“**Customer Data**” means Behaviors and proprietary identifier(s) provided by Customer (including from its Third Party Sources) to Lotame under the Agreement.

“**Data Protection and Privacy Laws**” means any laws and regulations relating to (i) data privacy, data protection, or data retention, (ii) regulatory statements, regulatory guidance, or enforcement action decisions that convey guidance related to the foregoing, and (iii) governmental frameworks adopted for extra-territorial transfers of personal data or personal information.

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

“**Direct Identifying Personal Data**” means Personal Data that can by itself directly identify a person without the use of additional data or information, including, without limitation, an un-hashed name, address, telephone number, email address, financial account number, or government-issued identifier.

“**Fees**” has the meaning set forth in Section 4.1.

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

“**ID**” 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 profile, or that is a HEM.

“**Intellectual Property Rights**” has the meaning set forth in Section 9.

“**Lotame Code**” has the meaning set forth in Section 18.1.

“**Lotame Data**” means Behaviors, Lotame PIDs, and other Third Party IDs licensed to Lotame and made available to Customer for use as set forth in the Agreement.

“**Lotame PID**” means an ID assigned to a browser by Lotame.

“**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.

“**Personnel**” means employees and agents.

“**Platform**” means the information technology infrastructure used by or on behalf of Lotame in providing the Platform Services, including all computers, software, application program interfaces, third-party software, hardware, databases, electronic systems (including database management systems), and networks (whether operated directly by Lotame or through the use of third-party services), and all new versions, updates, revisions, improvements, and modifications of the foregoing.

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

“**Property**” means each of the websites, Applications, Devices, and other systems (for example, CRM systems) owned and operated, or controlled, by Customer or Third Party Sources from which Behaviors and Sightings Data is collected or obtained.

“**Re-identify**” means to match or combine pseudonymous or de-identified data with other data, including Direct Identifying Personal Data, in order to discover the individual to which the pseudonymous or de-identified data belongs.

“**Service Order**” means a document signed by Lotame and Customer that incorporates this MSA by reference and that identifies the Services to be provided by Lotame and the fees, subscription term, limits or other scope of use parameters, the billing and renewal terms, and other terms agreed to by the Parties not specified in this MSA.

“**Services**” means the services to be provided by Lotame to Customer as identified in a Service Order.

“**Service-Specific Terms**” means additional terms and conditions that are attached as a schedule to a Service Order and apply only to certain Services as indicated in the Service-Specific Terms.

“**Sightings Data**” means the HEM, IP address, user-agent string, and timestamp that corresponds to a particular use of or visit to

a Property by a User.

**“Subcontractors”** has the meaning set forth in Section 2.

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

**“Term”** has the meaning set forth in Section 5.1.

**“Third Party Platform”** means another technology company that is engaged in programmatic or direct digital advertising transactions for the benefit of Customer, its Authorized Entities, or its Third Party Sources, such as an adserver, DSP, or SSP.

**“Third Party Source”** has the meaning set forth in Section 18.2.

**“Third Party ID”** means an ID that is assigned by and is proprietary to a Third Party Platform.

**“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.



## EXHIBIT B

### SERVICE LEVEL AGREEMENT

#### 1. Availability

##### 1.1. Uptime and Downtime.

(a) Lotame shall ensure that access to all material functionalities of the **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 Services by Customer (or as otherwise defined in Section (termination/misuse Section)); 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.

**2.1. Severity Level.** Lotame will provide Customer with access to a support contact for reporting of technical issues with the Services. In the event the availability or functionality of the 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.

**2.2. Mean Time to Respond.** Lotame shall respond to technical issues according to the following timeframes:

(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.

**2.3. Workarounds.** Lotame shall use best efforts to propose a Workaround and/or resolve all issues within one (1) business day. "**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.** If Lotame becomes aware of technical issues that may likely result in decreased Availability, Lotame shall promptly notify Customer, giving the cause and probable effect of such technical issue, and shall rectify technical issues in accordance with this Service Level Agreement. Customer may report any issues in Availability by sending an email to support@lotame.com. Lotame shall provide 24/7 support for any problems or outages classified as severity level High. For all other severity levels, Lotame will provide support 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 means (i) for North America – New York, (ii) for Asia – Singapore, (iii) for Australia and New Zealand – Sydney, and (iv) for Europe – London.

**4. Scheduled Maintenance.** The total period of time for Scheduled Maintenance per calendar month will not exceed 8 business hours. A single Scheduled Maintenance window will not exceed 4 business hours in length and Lotame shall use reasonable efforts to conduct Scheduled Maintenance outside of business hours based on local time North America – New York. **“Scheduled Maintenance”** is routine maintenance and requires two (2) business days’ written notice.

**Exhibit C  
Form of Affiliate Service Order**

This Affiliate Service Order is effective as of [DATE] and is executed by Lotame Solutions, Inc. (“Lotame”) and the entity identified as “Covered Affiliate” below in connection with that certain Service Order (the “Master Service Order”) between Lotame Solutions, Inc. (“Lotame”) and [CUSTOMER] and the Master Services Agreement referenced in that Master Service Order (the “MSA”). Capitalized terms not otherwise defined in this Affiliate Service Order have the meanings given to them in the Master Service Order or the MSA.

COVERED AFFILIATE NAME AND ADDRESS	
[LEGAL NAME] [ADDRESS]	
PRINCIPAL BUSINESS CONTACT	PRIVACY CONTACT
[NAME] (e): [EMAIL]	[NAME] (e): [EMAIL]

In consideration of the rights and duties set forth in the Master Service Order and MSA, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the undersigned Covered Affiliate hereby agrees that (1) it is a party to the Master Service Order, solely with respect to usage of the Subscribed Services by it, (2) all references to Customer in the Master Service Order and the MSA will be deemed to reference the undersigned Covered Affiliate solely with respect to usage of the Subscribed Services by it and the Applicable Sections of the Master Agreement, and (4) it will abide by and comply with the terms of the Master Service Order and the Applicable Sections of the MSA and fulfill all of the obligations applicable to it as a party thereunder. Lotame acknowledges and agrees that the undersigned Covered Affiliate hereby is a party to the Master Service Order for the Initial Term and any Renewal Term, subject to earlier termination in accordance with the Master Service Order or the MSA. “Applicable Sections of the MSA” means the following sections of the Master Agreement: [TBD].

In consideration of the rights and duties set forth in the Master Service Order and MSA, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the undersigned Covered Affiliate hereby agrees that (1) it is a party to the Master Service Order, severally, and not jointly, with the entity that identified as Customer in the Master Service Order, (2) all references to Customer in the Master Service Order and the MSA will be deemed to reference the undersigned Covered Affiliate, and (4) it will abide by and comply with the terms of the Master Service Order and fulfill all of the obligations applicable to it as a party thereunder. Lotame acknowledges and agrees that the undersigned Covered Affiliate hereby is a party to the Master Service Order for the Initial Term and any Renewal Term, subject to earlier termination in accordance with the Master Service Order or the MSA.

[ADD ADDITIONAL SERVICES OR TERMS HERE]

The parties have caused this Affiliate Service Order to be signed on the date below the signature of their respective authorized representatives. This Affiliate Service Order is effective after both parties have signed it and the effective date is the date this Affiliate Service Order is signed by the last party to sign it (“Effective Date”). If a party signs but fails to date a signature, the date that the other party signs this Affiliate Service Order will be deemed to be the Effective Date.

Covered Affiliate: [NAME]

Lotame Solutions, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_