

MARKETERS TERMS OF USE

The following Marketers Terms of Use (the “TOU”) govern the use of the products, services and technology made available by Audiencerate to the Marketer identified in the Marketers Enrollment Form. To the extent that Marketer has not yet signed a Marketers Enrollment Form no payment shall accrue or be made to Marker until such Marketers Enrollment Form is signed by both Audiencerate and Marketer. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TECHNOLOGY AND SERVICES

- 1.1. Audiencerate Platform acts as a bridge between data providers, advertisers and buying platforms. The Marketer using Audiencerate Platform has the opportunity to select a large catalog of taxonomies from proprietary data and third-party data-providers, license the segments within the buying platforms in order to build data-driven solutions for its customers. Based on the ability to select the right segments, create new audiences and increase the results of its customers' digital campaigns, Audiencerate offers Marketers the possibility of applying a margin to the selected segment that will be returned to the Marketer itself.

2. SUSPENSION OF SERVICES

- 2.1. Audiencerate may limit or suspend the Services from time to time to perform scheduled maintenance or to stop a violation of the prevision of this TOU and/or of the Marketers Enrollment Form, to prevent material harm to Audiencerate or its customers or as required by applicable law. Audiencerate will use reasonable endeavors to give Marketer reasonable advance notice of any limitation or suspension so that Marketer can plan around it, or address the issue that has prompted Audiencerate to take such action. There may be some situations, such as security emergencies, where it is not practicable for Audiencerate to give such advance notice. Audiencerate will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

3. REPRESENTATIONS AND WARRANTIES

- 1.1. General. Each party represents and warrants to the other Party that: (i) such Party has all necessary right, power and authority to enter into this TOU and to perform its obligations hereunder, (ii) nothing contained in this TOU or required by such Party's performance under this TOU will place such Party in breach of any other contract or agreement to which it is bound or violate any applicable law, including, without limitation, obscenity, privacy and defamation laws and (iii) the performance of this TOU shall not infringe upon or violate the Intellectual Property or privacy rights of any third party. Each person executing this TOU in a representative capacity represents and warrants that he or she is authorized to act on behalf of the represented entity and to bind such entity to the terms and conditions set forth herein.

- 1.2. Additional Representations and Warranties. The Marketer warrants and represents that: (i) it will perform the Services in a timely, competent and workmanlike manner in accordance with the level of professional care customarily observed by skilled professionals rendering similar services; and (ii) the Services provided under this TOU, their use by Audiencerate, and the performance by the Marketer of the Services to be provided hereunder, shall be in compliance with all applicable laws, rules and regulations.

1. LIMITATIONS OF LIABILITY

- 1.1. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS OR BREACH OF CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFIT), EXEMPLARY OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR OTHER THEORIES OF LAW, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 1.2. THE TOTAL LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS TOU SHALL NOT EXCEED TWELVE MONTHS OF FEES PAYABLE UNDER THIS TOU; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO ANY

LIABILITY FOR DAMAGES ARISING FROM (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) LIABILITY FOR INDEMNIFICATION AGAINST THIRD PARTY CLAIMS AS SET FORTH UNDER THE TOU (INCLUDING INFRINGEMENT CLAIMS AND CLAIMS FOR PERSONAL INJURY OR DEATH), OR (C) BREACH OF CONFIDENTIALITY OBLIGATIONS.

- 1.1. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THE MARKETER'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OR SECURITY OBLIGATIONS UNDER THIS TOU RESULTING IN A DATA BREACH RELATED TO PERSONALLY IDENTIFYING INFORMATION UNDER APPLICABLE PRIVACY LAWS ("PII"), THE TOTAL LIABILITY WITH RESPECT TO SUCH PII SHALL NOT EXCEED EIGHTEEN MONTHS OF FEES PAYABLE UNDER THIS TOU. FOR THE AVOIDANCE OF ANY DOUBT, THE ABOVE CAP SHALL NOT APPLY TO ANY OTHER CONFIDENTIAL INFORMATION WHICH IS NOT PII.

2. INDEMNIFICATION

- 1.1. The Marketer and Audiencerate (each an "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party 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) the Indemnifying Party's violation of laws or regulations (ii) any grossly negligent act or willful misconduct by the Indemnifying Party or its representatives, Marketers, employees or contractors, occurring in connection with the material performance of the transactions contemplated by this TOU, or (iii) any breach by the Indemnifying Party of any of Indemnifying Party's representations or warranties.

1. CONFIDENTIALITY

- 1.1. The Parties agree that "*Confidential Information*" means any information concerning the Parties' business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information,

including research, development, procedures, algorithms, data including but not limited to data collected and/or derived from cookies, tags, LSOs or other online behavioral tracking mechanisms or traffic data or performance metrics, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of or existence of any agreement between the Parties and the discussions, negotiations and proposals related to that agreement; and (f) information which would, due to the nature of information disclosed or the circumstances surrounding disclosure, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, the parties agree that Confidential Information will not include any information that: (i) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party through no fault of the Disclosing Party; or (iii) was developed by employees or Marketers of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this TOU; provided that the Disclosing Party shall be given prior notice thereof and a reasonable opportunity to take such steps (including seeking a protective order) as may be reasonably necessary to preserve the confidentiality of the Confidential Information.

- 1.2. The Receiving Party hereby agrees (i) to use at least the same degree of care, in no event less than a reasonable degree of care, to protect the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information of like importance; and (ii) to promptly return to the Disclosing Party or destroy, at the Receiving Party's option, all tangible Confidential Information of the Disclosing Party (including, without limitation, all copies, synopses and summaries thereof, regardless of the form in which such information is stored), upon termination of this TOU or at any other time upon the written request of the Disclosing Party.

2. INFORMATION & OWNERSHIP

- 2.1. Confidential Information. Audiencerate owns all right, title and interest in and to the Audiencerate Information (as defined below). To the extent needed to perfect Audiencerate’s ownership in the Audiencerate Information, the Marketer hereby assigns all right, title and interest in the Audiencerate Information to Audiencerate. No transfer of title in the Audiencerate Information to the Marketer is implied or shall occur under this TOU. Unless otherwise approved in writing by Audiencerate or set forth below, the Audiencerate Information shall not be (a) utilized by the Marketer for any purpose other than as required to fulfill its obligations under this TOU, (b) disclosed, sold, assigned, bartered, leased, licensed, commercially exploited, transferred or otherwise provided to or accessed by third parties, (c) withheld from Audiencerate by the Marketer, or (d) used by the Marketer to assert any lien or other right against or to it. “Audiencerate Information” means any data or information of Audiencerate or its customers that is disclosed to or obtained by the Marketer from Audiencerate or on Audiencerate’s behalf in accordance with this TOU, including such information to the extent it is modified, adapted, revised, translated, abridged, condensed, compiled, evaluated, expanded or processed by the Marketer, for example, as a result of Marketer’s observation, analysis, or visualization of the Audiencerate Information arising out of the performance of Marketer’s obligations hereunder.
- 2.2. Ownership. Except as set forth below, Audiencerate is, and shall be, the sole and exclusive owner of all right, title and interest, including the copyright, in and to the Services. The Marketer agrees that with respect to any Services that may qualify as “work made for hire”, such Services are hereby deemed a “work made for hire” for which Audiencerate will receive all copyright rights throughout the world in such Services without reservation of any kind. To the extent that any of the Services may not qualify or be deemed a “work made for hire”, the Marketer hereby irrevocably assigns, in each case without additional consideration, the entire copyright interest throughout the world in and to the Services. As used herein, “Services” means all documents, work product and other materials that are created, generated, collected or harvested by the Marketer specifically and exclusively for Audiencerate whilst performing Services either (a) in furtherance of this TOU or (b) as a result of the Marketer having access to Audiencerate’s

systems, networks, data, hardware, software or processes. For all such Services, the Marketer agrees to execute or provide documentation necessary to assure the conveyance of all such right, title and interest, including copyright, to Audiencerate.

3. DATA PRIVACY AND DATA SECURITY

- 3.1. The Parties acknowledge and agree that the Marketer shall not be a data “processor” as defined under the GDPR and EU privacy laws. Audiencerate shall remain responsible for and shall comply with the data privacy and data security requirements including GDPR in accordance with the terms and conditions of its privacy policy as updated from time to time (<https://www.audiencerate.com/privacy/>).

4. TERMINATION

- 4.1. Either party may terminate this TOU immediately upon written notice to the other party, in the event the other party materially breaches this TOU and fails to cure the material breach within ten (10) days of receipt of written notice of such breach.
- 4.2. Either party shall have the right to immediately terminate this TOU in the event:
- (a) a party becomes insolvent;
 - (b) a party becomes subject to the direct control of a temporary or permanent liquidator, receiver, trustee or custodian for all or a substantial part of its assets or business, which is not dismissed or vacated within thirty (30) days after filing;
 - (c) a party makes a general assignment for the benefit of creditors;
 - (d) a party files a bankruptcy petition or a petition to take advantage of any insolvency laws; or
 - (e) initiates a consolidation or merger with, or the sale or transfer of 50% or more of the voting stock or assets of a party to, a third party unless:
 - (i) such sale does not conflict with the business interests of the other party to this TOU, and (ii) the resulting, surviving purchasing or transferee entity, as the case may be, unconditionally assumes in writing and agrees to perform all of the obligations of the consolidating merging, selling or transferring party under this TOU, and (iii) the other

party to this TOU shall have consented in writing to such assumption, such consent to not be unreasonably withheld.

4.3. Termination or cancellation of this TOU shall in no way relieve either party of duties or obligations incurred prior to such termination or payment of the Fee. Audiencerate will pay the Marketer for all work-in-progress, Services already performed, an appropriate pro-rated portion of any fixed-fee Services, and all expenses incurred by the Marketer up to and including the effective date of termination or expiration of this TOU in accordance with this TOU; provided that Audiencerate shall be under no obligation to pay the Marketer any outstanding fees and expenses until the Marketer has fully complied with the provisions of this TOU.

1.4. Upon termination or cancellation of this TOU, each party shall promptly (i) return all property previously provided by the other party, and (ii) return Confidential Information belonging to the other party. A copy of any electronic property or Confidential Information recorded by routine backup and disaster recovery processes in the ordinary course of business may be retained provided that such property shall be held as confidential in accord with this TOU and promptly destroyed in the event that it is restored as part of an electronic information recovery process. In lieu of returning information, either party may, with the consent of the other party, destroy and provide written confirmation of the destruction of the property or Confidential Information in question.

1. MISCELLANEOUS

1.1. Assignment. Neither party may assign any rights, obligations, or claims arising out of or related to this TOU without the prior written consent of the other party, which will not be unreasonably withheld. Any purported assignment in violation of this clause shall be deemed null and void. Subject to the provisions of this Section, this TOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

1.2. Marketing Material. Audiencerate will provide to the Marketer the e-mail (that the Marketer will use for this TOU obligation) all the marketing material and the Marketer need to put in LinkedIn the collaboration with Audiencerate and

Audiencerate can put the name of the Marketer in LinkedIn as a member of the Audiencerate team.

- 1.3. Waiver. No waiver of any provision or of any breach of this TOU shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- 1.4. Headings. The headings contained in this TOU have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this TOU.
- 1.5. Email Correspondence. Email correspondence may be used to provide written approval of routine, project-level documentation and Services pursuant to this TOU.
- 1.6. Severability. In the event that any provision of this TOU shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the TOU shall continue in full force and effect.
- 1.7. Governing Law/Venue. This TOU shall be governed and construed in accordance with the laws of the England, without giving effect to its conflicts of laws principles.
- 1.8. Notices. All notices which either party is required or may desire to give the other party hereunder shall be sufficiently given if delivered in person, by registered or certified mail, postage prepaid, or by prepaid overnight courier with a reliable system for tracking delivery, addressed as per the Marketers Enrollment Form or to such other address as shall be furnished in writing and in the manner set forth above by either party. Such notice shall be deemed to have been given as of the date delivered in person, three (3) days after being mailed, or the day after being sent by prepaid overnight courier.
- 1.9. Counterparts. This TOU and any modifications thereto, may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same TOU. A signed copy of this TOU or any modifications thereto, delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

- 1.10. Authority. Each party represents and warrants to the other party that each person signing this TOU on its behalf is expressly authorized to execute it and to bind such party to its terms.
- 1.11. Force Majeure. Neither party shall be liable for breach of this TOU (other than payment obligations) caused by circumstances beyond such party's reasonable control, such as, but not limited to, war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other party in writing of such circumstances.