

AUDIENCE TOWN PLATFORM TERMS

Last Updated: May 29th, 2025

These platform terms, including all exhibits and schedules attached hereto or incorporated herein by reference (collectively, the “**Terms**”), is entered into by and between Audience Town, Inc. (“**Audience Town**”) and the other legal entity executing an Order Form (“**Company**”). The Terms, together with terms of the applicable Order Form(s), govern Company’s use of the Services and are collectively the “**Agreement**.” Each Order Form that incorporates these Terms shall be a separate Agreement. Audience Town and Company may collectively be referred to herein as the “**Parties**” and each as a “**Party**.”

BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS, COMPANY AGREES TO THE TERMS OF THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THE AGREEMENT IS ACCEPTING ON BEHALF OF COMPANY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND THE TERM “COMPANY” SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS, COMPANY MAY NOT USE THE SERVICES.

Audience Town may update these Terms from time to time, with such updated version posted to info.audience-town.com/hubfs/platform-terms.pdf or a successor website(s) designated by Audience Town; any such updated version will apply automatically as of the date such updates take effect. Audience Town will notify Company of material updates to these Terms at least thirty (30) days prior to the effective date of such updates through communications via email in accordance with Section 12.11 (Notices), provided that a shorter notice period may apply in the event such material updates result from changes in applicable laws or regulations. Following such notice, Company’s continued use of the Services after the updated version of the Terms go into effect will constitute Company’s acceptance of such updated version.

1. **DEFINITIONS.** In addition to any terms defined throughout this Agreement, when used in this Agreement, the following capitalized terms shall have the meanings indicated below:

1.1 “**Affiliate**” means an entity controlling, controlled by or under common control with a Party. As used in this definition, the terms “control,” “controlling” and “controlled by” shall mean the possession, directly or indirectly, of the power either to (a) vote 50% or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such person or (b) direct or cause the direction of the actions, management or policies of such person, whether through the ownership of voting securities or interests, by contract or otherwise.

1.2 “**API**” means an Application Programming Interface used to transfer Company Data to the Platform.

1.3 “**AT Pixel**” means Audience Town’s proprietary pixel.

1.4 “**Applicable Laws**” means applicable laws, or governmental rules, regulations, or orders.

1.5 “**Audience Segments**” means groupings of User IDs or other Personal Data generated on the Platform to be delivered to Third-Party Platforms for activation.

1.6 “**Audience Town Data**” means data created, developed, or acquired by Audience Town, including third party data and derivatives thereof, licensed or made available to Company under this Agreement.

1.7 “**Children’s Data**” means any data related to individuals under eighteen (18) years of age subject to regulation under Applicable Laws, including but not limited to the Children’s Online Privacy Protection Act of 1998 (“COPPA”), the UK Age-Appropriate Design Code, the California Age-Appropriate Design Code Act, or similar legislation.

1.8 “**CMP**” means a consent management platform integrated with the GPP. “**Company Client**” means a client of Company, including advertisers.

1.9 “**Company Data**” means any data made available or provided by Company and/or a Company Client to the Platform, but specifically excluding any Audience Town Data.

1.10 “**Confidential Information**” means any and all information disclosed by one Party to the other Party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or that is provided under circumstances reasonably indicating that the information is confidential or proprietary, including, without limitation, trade secrets, business plans, technical data, case studies (whether historical or new), product ideas, personnel, and contract and financial information, including the commercial terms of this Agreement, but specifically excluding the Company Data licensed to Audience Town herein. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (b) is or was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient’s tangible (including written or electronic) records; (c) is received from a third-party that is not under an obligation of confidentiality to the knowledge of the receiving Party with respect to such information; (d) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient’s contemporaneous tangible (including written or electronic) records; or (e) is approved for release in advance in writing by the disclosing Party, as applicable.

1.11 “**Consumer**” means a “consumer,” “data subject,” or equivalents as defined under Applicable Laws.

1.12 “**Content**” means software (including a Company API), content, data, or other materials provided by Company and/or a Company Client to Audience Town in connection with its use of the Platform and/or Audience Town’s provision of the Services, including any Intellectual Property Rights with respect to any of the foregoing, but specifically excluding any portion of the Platform and/or Services.

1.13 “**CRM**” means a Consumer relationship management platform.

1.14 “**Data Protection Laws**” means all applicable international, federal, state, and local data protection and privacy laws, rules, directives, regulations, orders, decrees, judgments, and governmental requirements currently in effect, or as they become effective, to the extent they apply to Personal Data processed by a Party under the Agreement.

1.15 “**Data Protection Addendum**” or “**DPA**” means the Data Protection Addendum located at info.audience-town.com/hubfs/platform-dpa.pdf (or a successor website designated by Audience Town), including all schedules and annexes incorporated therein by reference.

1.16 “**Designated Users**” means the individual Company users designated by Company to access Company’s account in the Platform, each of which will be assigned a unique user login and password.

1.17 “**Documentation**” means all operating manuals, user manuals, training materials, guides, product specifications, technical manuals, and supporting materials relating to the Platform and/or Services.

1.18 “**Global Privacy Platform**” or “**GPP**” means the IAB’s industry framework for the sharing of consent, opt-out or other Consumer flags or signals, including as made available by the IAB in Europe (“TCF”), the United States, Canada, and any other applicable territory, with technical specifications currently available at <https://github.com/InteractiveAdvertisingBureau/Global-Privacy-Platform>.

1.19 “**Insights**” means analytics analyses generated by the Platform, which may utilize Personal Data, provided that any Outputs based on Insights or consisting of Insights shall not contain Personal Data.

1.20 **“Intellectual Property Rights”** means any copyright, trademark, service mark, trade name, patent, patent application, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right arising under the laws of any jurisdiction, whether registered or unregistered.

1.21 **“Order Form”** means an order form signed by both Parties hereto which incorporates this Agreement by reference and sets forth the Services and/or Outputs to be provided by Audience Town to Company, the fees payable with respect to same, and any additional terms and conditions specific to such Services and/or Outputs.

1.22 **“Outputs”** means Audience Segments, Insights, or other outputs of the Services identified in an Order Form.

1.23 **“Permitted Use”** means, as applicable, a Party’s permitted use of the Platform, Services, Outputs, Audience Town Data, and/or Company Data under the Agreement, including use of data processed by a Party in connection with use of the Platform or Services, and the permitted processing of any Personal Data, each as further described in these Terms and the applicable Order Form(s), provided that the Permitted Use of the Company Data by Audience Town shall also be as described in the Data Protection Addendum (as defined in Section 9.1).

1.24 **“Personal Data”** means any data or information related to a Consumer processed in connection with this Agreement defined as “personal data”, “personal information”, or equivalents under Applicable Laws.

1.25 **“Platform”** means Audience Town’s proprietary software-as-a-service platform made available to Company, directly or indirectly, for the performance of the Services, including all software and technology related thereto.

1.26 **“Policies”** means usage criteria or specifications, including technical specifications, privacy policies, user experience policies, policies regarding consistency with Audience Town’s public image, policies regarding compliance with all Applicable Laws, and/or other policies as may be specified by Audience Town from time to time.

1.27 **“Precise Location Data”** has the meaning set forth in Applicable Laws and where not defined under Applicable Laws, as defined by the NAI Guidance on Determining Whether Location is Imprecise, as updated from time to time and currently available at: https://thenai.org/wp-content/uploads/2021/07/nai_impreciselocation2.pdf.

1.28 **“Prohibited Data”** means Sensitive Personal Data, Sensitive Personal Data Inferences, Children’s Data, and Precise Location Data.

1.29 **“Sensitive Personal Data”** means any data or information related to a Consumer defined as “sensitive personal data,” “sensitive personal information,” “special categories of data” or equivalents under Applicable Laws, including without limitation, Children’s Data, and Precise Location Data.

1.30 **“Sensitive Personal Data Inferences”** means inferences based on Personal Data, alone or in combination with other data, which are used to indicate Sensitive Personal Data.

1.31 **“Service(s)”** means certain analytics, attribution, activation, market insight and assessment, and Audience Segment creation services, each as may be provided by Audience Town to Company to the extent agreed upon and as further described in one or more Order Forms entered into between the Parties for the Permitted Uses set forth therein and/or in these Terms, and which services may be provided on a self-service or, if indicated in the Order Form, managed service basis.

1.32 **“Service Level Standard”** means that Audience Town shall use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for (i) planned maintenance work, and (ii) unscheduled maintenance performed outside the above period, provided Audience Town has used reasonable effort to provide Company with notice in advance.

1.33 **“Third Party Platforms”** means any third party platform, including demand side platforms (DSPs) or sell side platforms (SSPs).

2. **PLATFORM AND SERVICES.**

2.1 Access to Audience Town Platform and Services.

(a) Subject to Company’s compliance with the terms and conditions of this Agreement, Audience Town hereby grants Company a limited, revocable, non-transferable, non-sublicensable, non-assignable, non-exclusive license and right, during the term of the applicable Order Form and solely in the United States, to access and use the Platform, Services, Outputs, and/or Audience Town Data solely for the Permitted Uses set forth in this Agreement and an applicable Order Form. For clarity, a Permitted Use may require Company’s direct use of the Platform or may instead relate to the use of the Platform by Audience Town on behalf of Company on a managed-service basis, each as set forth in the applicable Order Form. Audience Town will provide the Platform in conformity with the Service Level Standard.

(b) Audience Town shall provide Company with the Services agreed upon by the Parties pursuant to written Order Forms signed by both Parties hereto, which may be modified upon the mutual written agreement of Company and Audience Town.

(c) Where the Order Form specifies self-service access, Audience Town will provide Company with a reasonable number of user logins and passwords for its Designated Users. Company and its Designated Users shall not share the user logins and passwords with, or otherwise allow access to the Platform or Services by, any other individuals other than Designated Users. Company is responsible for maintaining the confidentiality of its user logins and passwords, and all activities that occur under its account. Company shall notify Audience Town immediately of any unauthorized use of Company’s user logins and passwords.

(d) To the extent the Company provides the Company Clients access to the Platform, Company shall ensure that such Company Client is aware of and has agreed to be bound by these Terms without modification, and, in such case, Company shall be responsible for the acts or omissions of such Company Clients in connection with their use of the Platform and the Services, including any act or omission that would constitute a breach of the Agreement.. Company acknowledges that any requested direct access to the Platform by the Company Clients may require a supplemental agreement.

(e) Upon reasonable notice to Company, Audience Town may suspend or terminate its provision to Company of Audience Town Data and/or Services and/or portions thereof in order to comply with any requirements imposed by any of the following as may become applicable: (i) data sources, (ii) Applicable Laws, (iii) ruling, opinion or guidance issued by a governmental regulator, or legal or administrative decision, (iv) Audience Town Policy, (v) industry guidelines, or (vi) in the event that Audience Town’s provision or Company’s use of the Audience Town Data or Services becomes the subject of a substantial, documented and adverse consumer reaction. In the event of any such suspension and/or termination pursuant to this Section that (i) substantially impacts Company’s ability to use and obtain the benefit of Services provided pursuant to an Order Form; or (ii) substantially impacts Audience Town’s cost or ability to continue to provide the affected Services, then the Parties shall work together in good faith to equitably adjust the relevant prices and fees payable pursuant to an Order Form impacted as a result of such suspension and/or termination. . In the event the Parties are unable to renegotiate such Order Form prices and fees within thirty (30) days written notice, Company may instead terminate the applicable Order Form.

2.2 Company Obligations.

(a) Company hereby grants to Audience Town a limited, irrevocable, perpetual, worldwide, non-exclusive license and right to use the Company Data solely for the Permitted Uses. As necessary to perform an Order Form, the foregoing license shall extend to Audience Town’s Affiliates.

(b) Company shall provide Audience Town with all reasonable cooperation and technical support necessary and/or appropriate to fully implement the Services. Company understands and agrees that if, in

connection with its use of the Platform and Services, Company is obligated to use technology or code provided by Audience Town, it will do so without any modifications thereto. Company shall not act in any way to circumvent or remove any security measures installed by Audience Town with respect to the Platform and Services, including without limitation, any security codes or firewalls. Company shall ensure that any access granted by Company to the Platform or Services complies with all applicable terms of this Agreement. Audience Town will provide commercially reasonable levels of security for all Services provided by Audience Town hereunder and networks being utilized by Audience Town in connection with the provision of the Platform and/or Services hereunder.

(c) Company shall provide Audience Town with access to its or its CRM provider's API for the delivery of Company Data to the Platform as required to enable the Services, unless otherwise agreed in an applicable Order Form (i.e., unless an Order Form provides that Audience Town shall provide its API). The Parties shall work together in good faith to ensure the API properly integrates with the Platform and each Party shall undertake such commercially reasonable efforts, including the deployment of resources and technology, as are necessary to ensure the viability of such integration throughout the Term. Company hereby provides Audience Town with a limited, fully paid-up, non-transferrable license to use the API in connection with the performance of this Agreement during the term of each Order Form that requires the use thereof. Audience Town shall use the API in accordance with Company's documentation and requirements.

(d) Where Company shares Company Data with Audience Town, Company shall (and shall require its Company Clients or third party data providers that are the source of such Company Data to) implement and maintain privacy notices and choice mechanisms in compliance with Applicable Laws on its corporate website and on all properties it utilizes to collect Personal Data, including at the point of collection as required under Applicable Laws. Company represents, warrants and covenants to Audience Town that it has all necessary legal rights and consents to provide Company Data, including all Personal Data, for use with the Platform and Services in accordance with this Agreement, each Order Form, and in compliance with all Applicable Laws. Company shall ensure that its privacy notice contains (i) language that clearly conveys that Company and its service providers and partners collect Personal Data regarding Consumers' online activities over time and across non-affiliated web sites, mobile applications, or online services, as applicable, for the purpose of using such Personal Data to predict Consumer preferences or interests to deliver advertising to a computer or device based on the preferences or interests inferred from such Consumers' online activities; (ii) links to industry-developed websites or other tools that permit Consumers to opt out of such data collection practices; (iii) language that clearly conveys (1) cross-device data collection is taking place; (2) the purpose of cross-device data collection; (3) the mechanisms available to Consumers to opt out of such data collection by Tapad in browsers; and (4) the mechanisms available to Consumers to opt out of such data collection by Tapad in mobile applications; and (iv) the following language, or language substantially similar thereto: "Our third-party partners, including Tapad, Inc., may set and/or access cookies or other data collection technology which collect personal information (not including your name, address, or telephone number) about your visits to this and other websites, mobile websites and/or mobile applications across various devices, in order to match those devices together by creating a profile revealing likely associations of, or connections between them. That profile is used to determine likely associated devices visiting the websites or applications on different devices, and to provide more tailored advertising, marketing, measurement, analytics, and research about goods and services of interest to you across those various devices.

(e) Company shall not transmit or deliver to Audience Town any Company Data that: (i) knowingly includes any Consumer data obtained from Consumer(s) domiciled outside the United States, (ii) contains records of individuals under eighteen (18) years of age, (iii) contains Sensitive Information, or (iv) contains any data for which Company has received Consumer direction to delete or opt-out Personal Data pursuant to applicable Data Protection Laws. Company shall be solely responsible for Company's provision of any such Company Data to Audience Town and for Audience Town's use of such Company Data in accordance with these Terms and each applicable Order Form, provided such use by Audience Town is in accordance with the terms set forth herein and therein with respect to the use and treatment of same, and all Data Protection Laws. Audience Town's use of Company Data shall be limited solely to the Permitted Uses and all such use shall be undertaken in compliance with all Applicable Laws. Company may provide Audience Town with Company Data, that includes Personal Data ("Company Personal Data"), for the Permitted Uses. To the extent Audience Town processes Company Personal Data on behalf of Company, such Processing shall be subject to Data Protection Laws and the terms of Schedule A (Data Processing Addendum) attached hereto. Company will implement, and contractually require each operator of a website or other digital property (including any Company Clients as applicable) from which it collects Personal Data

to implement, a CMP which is integrated with the GPP in all applicable jurisdictions where the GPP operates. In all such jurisdictions, Company represents and warrants that it has, and will continue to, configure the settings within the CMP to read and transmit GPP signals. Company additionally agrees to promptly pass all opt-outs to Audience Town using any supplemental technical measures mutually agreed by the Parties, including via API as applicable

(f) Exclusive of any technology comprising a part of the Platform and Services, Company shall be solely responsible, at its sole cost and expense, for (i) providing and maintaining all hardware, software, electrical and other physical requirements necessary for Company's use of the Platform and Services, including, without limitation, telecommunications and Internet access connections and links, web browsers, bandwidth, or other equipment, software and services required to access and use the Platform and Services, (ii) ensuring that all of the foregoing are compatible with the Platform and Services, and (iii) complying with all system requirements provided by Audience Town, including without limitation any recommended Audience Town configuration procedures and Documentation. Company acknowledges and agrees that if it does not follow the procedures set forth in this Section, it may experience service interruption or unforeseen service issues and Audience Town shall not be liable for Company's failure to comply with this Section or any consequences resulting from such failure under any circumstance.

2.3 Restrictions.

(a) Except as otherwise provided in this Agreement, Company has no rights or licenses with respect to the Platform, Services, Outputs, or the Audience Town Data. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement or otherwise authorized by Audience Town in writing, Company agrees that Company will not, nor will Company allow or facilitate the Company Clients or any third party to, directly or indirectly (a) modify, decompile, reverse engineer, translate, or disassemble the Platform, Services, Outputs, or the Audience Town Data or otherwise attempt to derive any of Audience Town's Intellectual Property Rights in the foregoing, (b) sell, resell, copy, distribute, rent, lease, lend, sublicense, transfer, assign or make the Platform, Services, Outputs, or the Audience Town Data available to any third party or use the Platform or Services on a service bureau basis, (c) use any device, software or routine to interfere with the proper working of the Platform or Services, (d) use any automated means, including without limitation, agents, robots, scripts or spiders, to access its account or to monitor, copy, or gain access to the Platform, Services, Outputs, or the Audience Town Data, (e) use the Platform, Services, Outputs, or the Audience Town Data in any manner other than as permitted by this Agreement, Applicable Law, applicable Company privacy policies, and applicable industry self-regulatory guidelines, (f) create derivative works based on the Platform, Services, the Outputs and/or Audience Town Data, including to create lookalikes or other data modeling or to build or enhance any identity or device graph, (g) modify, alter, delete, remove, or obscure any copyright, trademark, patent or other proprietary notices or legends that appear on or are affixed to the Platform, Services or Outputs, (h) use Audience Town Data in any marketing communication (e.g., an advertisement), (i) use the Platform, Services, the Outputs and/or Audience Town Data in connection with credit repair and/or payday lending; or (j) copy or use any of the Documentation other than authorized by Audience Town. Without limiting the foregoing, Company further agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the Platform infrastructure, as reasonably determined by Audience Town. Audience Town reserves all rights not expressly granted under this Agreement.

(b) Company shall not use, or permit others to use, any Audience Town Data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the Fair Credit Reporting Act (FCRA), 15 USC Section 1681b or any similar statute. If Company or a Company's Client(s), breaches this provision, or if a court or regulatory agency of competent jurisdiction determines that such use of the Audience Town Data by Company or Company's Client(s) is subject to the FCRA, Audience Town may (i) in the case of Company's breach, immediately terminate this Agreement by written notice to Company without any cost, obligation or liability and pursue any other legal and equitable remedies to which Audience Town may be entitled, and (ii) in the case of Company's breach, require Company to immediately terminate such Company Client's access to the Platform, Services, the Outputs and/or Audience Town Data.

(c) Company shall not use, or permit others to use, the Services and/or any Audience Town Data alone or in combination with Company Data and/or any third party data in a manner prohibited by the Fair Housing

Act (“FHA”) and/or the Equal Credit Opportunity Act (“ECOA”), including, without limitation, to engage in discriminatory practices.

(d) Company shall not, and shall not permit, access, transfer, storage or use of the Services, or any Audience Town Data or Confidential Information outside of the United States.

(e) Company shall synchronize all available consumer opt-outs and deletions through Audience Town’s standard process no less frequently than every seven (7) days or as set forth in the applicable Order Form with respect to all Audience Town Data files in Company’s possession.

(f) Company and Company’s Customer and their respective agents shall not knowingly use the Audience Town Data or Services for, in connection with, to provide or deliver any advertisement, communication, content, site, activity, or product related to: firearms or ammunition, computer viruses or malware, obscenity, pornography or adult entertainment, reproductive health (any audience that indicates, implies, infers or is a proxy for pregnant status of a consumer including, but not limited to, visits to pre-natal clinics/hospitals/doctors/planned parenthood; health care diagnosis/treatments/prescriptions or registry/transaction data), automotive warranties, credit repair agencies, anything illegal or non-compliant with the law, misleading or deceptive, causes harm to customer, or discriminates. Inasmuch as any Company Client is in any of the following industries: lottery, cannabis/CBD (states where legal), alcohol, gaming/gambling, Audience Town Data cannot be used for age verification or to target individuals over 21. If Company Client’s advertising for political use, Audience Town Data cannot be used for any content that harasses, intimidates, or threatens nor extreme religious agendas or any known associations with hate, criminal or terrorist activities.

(g) In no event shall Company directly or through any third-party attempt, combine, or allow an attempted combination of the Audience Town Data with Company Personal Data in a manner that would allow for reidentification, unless Company has the specific Consumer consent to do so. Company must also implement technical safeguards and business processes that prohibit reidentification of any Consumer to whom the Platform, Services, and/or Audience Town Data provided under an Order Form may pertain, unless Company has the specific Consumer consent to do so, and cooperate with any requests from Audience Town to ensure that Company has complied with this section.

(h) In connection with the Services, Company represents and warrants that (a) it will not transfer or otherwise disclose any Prohibited Data to Audience Town, (b) it will not make available or otherwise use any Sensitive Personal Data or create any Sensitive Personal Data Inferences in creating or authorizing the creation of Audience Segments, and (c) it will not create Audience Segments that are targeted at, intended to target Consumers based on, contain, or otherwise use Prohibited Data, including Sensitive Data or Sensitive Personal Data Inferences. Company acknowledges and agrees that it shall not receive any new Personal Data from Audience Town in connection with its use of the Services, but its existing Personal Data, including as found in its CRM, may be confirmed by Audience Town to the extent the Audience Town Data and Services are capable of doing so, subject to the specific Services Company purchases via an Order Form. Company acknowledges and agrees that it shall also not receive any Consumer identifiers (e.g., cookie, MAID/IDFA, IP address, email address, or street address) from Audience Town in connection with its use of the Attribution Bundle.

(i) Dependent upon the Services ordered pursuant to an Order Form, the following Permitted Uses shall be permitted with respect thereto:

(i) With respect to standard Platform access, the Permitted Uses include (a) addressable TV targeting, including leveraging Insights gained to target Audience Segments; (b) digital advertising and marketing optimization; (c) digital targeting; (d) Insight creation; (e) campaign performance measurement; and (f) segmentation to identify cohorts within the Company Data and Audience Town Data to undertake additional analysis.

(ii) To the extent Company obtains additional Services pursuant to an Order Form, the Permitted Uses may, in addition to those set forth in Section 2.3(h)(i) above, include (g) direct mail for physical marketing mail to consumers discoverable as part of the Audience Town Data and/or Company Data, (h) CRM

enrichment, and (i) attribution, whereby marketing activities are connected to transaction data to obtain Insights as to what influenced a Consumer's transaction decision.

In connection with the foregoing Permitted Uses, Company represents, warrants and covenants, that (a) it has all necessary legal rights and consents in compliance with Applicable Laws to provide the Company Data to Audience Town for the Permitted Uses, including the creation of Audience Segments, and other authorized purposes as defined in the DPA; (b) it will not use any Personal Data for any purpose other than the Permitted Uses, including the creation of Audience Segments, and other authorized purposes as defined in the DPA; (c) where Company provides Personal Data to the Platform, including without limitation through its use of a AT Pixel, Company shall, and shall cause each operator of a website or other digital property (including any Company Clients as applicable) on which Company or the Company Clients collect Personal Data to, maintain privacy notices and choice mechanisms that describe to Consumers how the Company and third parties engaged by Company, such as Audience Town, collect, use, and share Personal Data, and that otherwise complies with all Applicable Laws, rules, regulations, and other legal requirements, including as to the provision of all required notices about the use of cookies, AT Pixel, and/or other technologies, and procuring all required consents or permissions for the collection of such data; (d) it will use the AT Pixels to collect and use Personal Data only for the Permitted Uses, including creation of Audience Segments, to retarget Consumers who visit its sites and digital properties; (e) it shall configure all AT Pixels to collect only the minimum amount of Personal Data necessary for the purposes authorized under this Schedule and the Agreement, and it shall not use AT Pixels to collect Prohibited Data or Sensitive Personal Data; (f) it will promptly pass all opt-outs to Audience Town using any supplemental technical measures mutually agreed by the Parties, including via API as applicable. Company is solely responsible for its configuration and placement of Audience Town Pixels in compliance with the requirements of the Agreement. Finally, Company agrees that it shall not use any listing data for any marketing and/or advertising purposes.

2.4 Company Clients. Company shall be solely responsible for all actions of and agreements with the Company Clients or other third parties engaged by Company. Notwithstanding the foregoing, Company acknowledges and agrees that (a) no such Company Clients shall be deemed third party beneficiaries of this Agreement, (b) no direct contractual relationship is established between Audience Town and such Company Clients by virtue of this Agreement, and (c) Company remains solely responsible for compliance with all terms of this Agreement on its own behalf and on behalf of its Company Clients. To the extent the Company Data or Content originates with the Company Clients or a third party, Company represents and warrants that it shall contractually bind such Company Clients or third parties to obligations consistent in all material respects with the obligations in this Agreement.

3. FEES AND PAYMENT TERMS.

3.1 Fees. The fees payable in connection with the Services are set forth in the applicable Order Forms. Except as otherwise set forth in the applicable Order Form, all amounts payable in connection with the use of the Platform and/or provision of the Services are due and payable in full within thirty (30) days of date of invoice. Except as otherwise specified by Audience Town, all payments shall be in U.S. Dollars. Audience Town reserves the right to terminate and/or suspend performance of its obligations hereunder upon thirty (30) days prior written notice to Company in the event of a failure by Company to timely pay an invoice. Company shall be liable for all costs of collection, including attorneys' fees and costs from and after the expiration of such thirty (30) day notice period. Each Party receiving payment hereunder shall be responsible for any bank charges or costs incurred by it in connection the payment of fees, including without limitation, any loss from any exchange rate differences.

3.2 Dispute Resolution. In the event Company disputes any fees or expenses owed to Audience Town pursuant to this Agreement, it must provide written notice of such dispute via email to finance@audience-town.com within thirty (30) days of the date a disputed amount was otherwise due and owing to Audience Town. Upon timely submission of a notice of dispute pursuant to this Section, the Parties will work in good faith to resolve the dispute for a period of thirty (30) days and if, at the end of such thirty (30) day period, no resolution has been reached, the Platform and/or Services may be immediately suspended or terminated by Audience Town and the Parties may pursue their respective rights under Applicable Laws. In the event a notice of dispute is not timely received, Company shall be deemed to have conclusively accepted the accuracy of Audience Town's calculation of fees and expenses under the applicable invoices and waives any further rights to challenge or dispute such compensation calculation.

3.3 **Taxes.** Company is responsible for paying all federal, state, local, foreign, or other taxes (including VAT), duties, tariffs, or other charges, however designated, arising from or based upon this Agreement, except for taxes based on Audience Town's income. If Company is required by applicable law to make any tax deduction or withholding from a payment due to Audience Town then the gross amount payable will be increased so that after such deduction or withholding, the net amount received by Audience Town will not be less than what would have been received had no such deduction or withholding been required. All invoices must be paid by Company in full, without set-off, counterclaim, deduction or withholding, by bank transfer into the bank account nominated by Audience Town

4. **INTELLECTUAL PROPERTY.**

4.1 **Proprietary Rights.** As between Audience Town and Company, Audience Town owns all right, title, and interest, including without limitation all Intellectual Property Rights, in and to the Platform, the Services, and/or the Audience Town Data, as well as any changes to, modifications to, or derivative works of the Platform, Services, and/or the Audience Town Data. As between Audience Town and Company, Company owns all right, title, and interest, including without limitation all Intellectual Property Rights, in and to the Content and the Company Data, subject to Audience Town's usage rights as set forth in this Agreement.

4.2 **Feedback.** Company may, but is not obligated to, provide or submit any suggestions, feedback, comments, ideas, or other information relating to the Platform and/or Services or modifications or enhancements thereto (the "**Company Input**"). Any Company Input is provided on a non-confidential basis regardless of any suggestion to the contrary in any Company communication, and Company hereby grants Audience Town a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable right and license to exploit such Company Input (directly or through third parties) in any manner without compensation or liability to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, enhancing, improving, promoting, and marketing Audience Town's products and services.

4.3 **Data Use.** Audience Town shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Services and related technology (including, without limitation, information concerning Company Data and any data derived from the use thereof), and Audience Town shall have all rights (during and after the Term hereof) to use such information and data (including Company Data) as authorized under this Agreement, including to improve and enhance the Platform and Services, for internal purposes, and for such other internal development, diagnostic and corrective purposes related to the Platform and Services as Audience Town may determine in its sole and absolute discretion on a royalty free basis, and in aggregate or other de-identified form in connection with its business, notwithstanding anything to the contrary set forth in this Agreement. The foregoing shall constitute Permitted Uses for purposes of this Agreement.

5. **CONFIDENTIALITY.**

5.1 **Restrictions on Use and Disclosure.** Each Party agrees: (a) to protect and safeguard the other Party's Confidential Information against unauthorized use, publication or disclosure with the same degree of care that it uses to protect the confidentiality of its own Confidential Information and, in any event, not less than reasonable care; (b) to restrict access to the other Party's Confidential Information to those of its officers, directors, employees, agents, attorneys, accountants, investment advisors, and contractors who have confidentiality obligations that afford the Confidential Information a substantially similar level of protection as is afforded by this Agreement; and (c) not to use, or permit others to use, the other Party's Confidential Information except as is reasonably necessary to perform its obligations or exercise its rights under this Agreement. Each Party shall return or destroy all Confidential Information of the other Party upon the termination or expiration of this Agreement or upon the request of the other Party; provided, however, neither Party shall be required to return or destroy information or materials that it must retain during or after termination or expiration of this Agreement in order to receive the benefits of this Agreement or properly perform in accordance with this Agreement or in order to remain compliant with a valid law, regulation, or court or administrative order.

5.2 **Exceptions.** Notwithstanding any other provision of this Agreement, each Party may disclose Confidential Information of the other Party if such disclosure is required by an order of a court or other

governmental authority, law or regulation, but only to the extent that any such disclosure is necessary and after notice to the other Party if practicable. In such case, the Party required to make the disclosure shall, at the other Party's expense, assist the other Party in obtaining an order protecting the Confidential Information from public disclosure, or in otherwise minimizing and limiting the breadth and scope of such disclosure.

5.3 Remedies. Each Party understands and acknowledges that any disclosure or misappropriation of any of the disclosing Party's Confidential Information in violation of this Agreement may cause the disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing Party shall deem appropriate. Such right of the disclosing Party shall be in addition to the remedies otherwise available to the disclosing Party at law or in equity.

6. TERM AND TERMINATION.

6.1 Term. Unless terminated earlier by either Party in accordance with Section 6.2, this Agreement shall commence on the Effective Date and remain in effect until ninety (90) days after all Order Forms entered into hereunder are expired or earlier terminated by their terms.

6.2 Termination/Suspension. This Agreement and/or any Order Form and the provision of the Platform and/or Services may be terminated immediately upon written notice:

(a) as to the Agreement in its entirety, by either Party if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach or immediately upon written notice to the extent such breach is incapable of cure;

(b) as to any Order Form, by either Party to the Order Form, if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written receipt of such breach or immediately upon written notice to the extent such breach is incapable of cure, it being agreed that any such termination shall apply only to the Services in the applicable Order Form;

(c) by a Party (i) if the other Party becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within ninety (90) days; or

(d) as contemplated in Section 2.1(e) of these Terms.

6.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement or any Order Form: (i) Audience Town shall deauthorize Company's user logins and passwords and terminate the applicable portion of Company's access to the Platform and/or Services (as determined by the nature of such termination), and Company shall immediately cease all use of the Platform and/or Services terminated thereby. Additionally, (a) both Parties will destroy or return, as requested by the other Party in writing, all Confidential Information of the other Party and copies thereof, and (b) Company will promptly (not to exceed fifteen (15) business days) pay any amounts accruing to Audience Town prior to such termination or expiration under the terms of this Agreement. This Section is not intended to limit any remedies that may be available to a Party for an improper termination or breach of this Agreement by the other Party.

6.4 Survival of Provisions. Sections 1, 2.2(a), 2.2(e), 2.3, 2.4, 3, 4, 5, 6.3, 6.4, 7.4, 8, and 10 through 12, as well as any other terms hereof that by their intent or meaning would reasonably be deemed as intended to so survive, shall survive any termination or expiration of this Agreement. No termination hereunder shall constitute a waiver of any rights or causes of action that either Party may have based upon events occurring prior to the termination date.

7. WARRANTIES.

7.1 Mutual Warranties. Each Party represents, warrants, and covenants: (a) it has the power to enter into and perform this Agreement; (b) neither the execution of the Agreement nor the performance or consummation of the transactions contemplated by it would constitute a default or violation of the Party's charter documents and/or cause a default under any other agreement to which it is a party; and (c) it will comply with all Applicable Laws in the performance of its obligations under this Agreement.

7.2 Audience Town Warranties. Audience Town represents and warrants: (a) the Platform does not and will not violate or infringe upon the Intellectual Property Rights of any third party; (b) no portion of the Platform will contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines, and (c) the Services will be performed materially in accordance with this Agreement and the Documentation.

7.3 Company Warranties. Company represents and warrants: (a) it shall comply with its obligations in Section 2 of these Terms; (b) the Company Data provided to Audience Town has been collected, stored and processed by Company and has been supplied to Audience Town in accordance with all Applicable Laws, including all applicable Data Protection Laws, and this Agreement; (c) the Company Data and the Content does not and will not violate or infringe upon the Intellectual Property Rights of any third party and shall comply with all Applicable Laws; (d) it has all necessary legal rights and consents in compliance with Applicable Laws to provide the Company Data (including, if applicable, Company Data available within the CRM) to Audience Town for the Permitted Uses, including the authorized purposes as defined in the DPA; (e) none of the Company Data and/or Content will contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines; (f) it shall not use any Personal Data except as permitted by Applicable Laws and this Agreement for the Permitted Uses; (g) it shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Company Data it shares with Audience Town and the use thereof in accordance with this Agreement by either Party, such that all Company Data is accurate and up-to-date (including with respect to opt-out or suppression information); (h) where Company provides Personal Data to the Platform, Company shall, and shall cause each operator of a website or other digital property (including any Company Clients as applicable) on which Company or the Company Clients collect Personal Data to, maintain privacy notices and choice mechanisms that describe to Consumers how the Company and third parties engaged by Company, such as Audience Town, collect, use, and share Personal Data, and that otherwise complies with all Applicable Laws, rules, regulations, and other legal requirements, including as to the provision of all required notices about the use of cookies, AT Pixel, and/or other technologies, and procuring all required consents or permissions for the collection of such data.

7.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PLATFORM, SERVICES, OUTPUTS AND AUDIENCE TOWN DATA ARE PROVIDED TO COMPANY "AS IS". AUDIENCE TOWN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AUDIENCE TOWN DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OUTPUTS, OR THE AUDIENCE TOWN DATA WILL (I) BE UNINTERRUPTED; (II) BE FREE FROM INACCURACIES, ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS; (III) MEET COMPANY'S REQUIREMENTS; OR (IV) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE COMPANY USES. AUDIENCE TOWN IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY. SINCE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO AUDIENCE TOWN BY OTHER SOURCES, AUDIENCE TOWN CANNOT AND WILL NOT BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, AUDIENCE TOWN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. EXCEPT FOR ANY EXPLICIT WARRANTIES THAT MAY BE PROVIDED FOR AND IDENTIFIED IN AN ORDER FORM AS A WARRANTY, THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES AUDIENCE TOWN HAS GIVEN COMPANY FOR THE PLATFORM, SERVICES, AUDIENCE TOWN DATA, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

8. LIMITATIONS ON LIABILITY.

8.1 Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE FOREGOING LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR THE SAKE OF CLARITY, THE PARTIES AGREE THAT ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED BY A THIRD PARTY WHICH ARE AN ELEMENT OF LOSS OR DAMAGE SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT SHALL BE CONSIDERED DIRECT DAMAGES HEREUNDER.

8.2 Limitation on Liability. EXCEPT FOR AUDIENCE TOWN'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2, AUDIENCE TOWN'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID AND PAYABLE UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE CLAIM THAT WERE PAID AND/OR PAYABLE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. IN ALL CASES, AUDIENCE TOWN'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), WILL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF (i) THE FEES PAID AND PAYABLE UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE CLAIM THAT WERE PAID AND/OR PAYABLE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM; AND (ii) \$100,000.

9. DATA PROTECTION.

9.1 To the extent the Services involve the processing or transfer of Personal Data, the Parties agree that the data protection addendum available at info.audience-town.com/hubfs/platform-dpa.pdf (the "Data Protection Addendum" or the "DPA") shall apply and each Party shall comply with its respective obligations thereunder and applicable Data Protection Laws.

9.2 Company agrees not to provide any Company Data to the Platform under this Agreement originating from and protected by laws in a jurisdiction other than the United States without Audience Town's prior written consent. Company acknowledges that certain jurisdictions outside of the United States may require supplemental data protection and/or data transfer terms.

9.3 Except as expressly authorized by Audience Town in an Order Form (or separate written agreement) signed by the authorized representatives of the Parties, under no circumstances will Company export any Personal Data to data environments owned or operated by Company or the Company Clients. Personal Data may not be exported off the Platform except to the Designated Third Party Platforms identified in the applicable Order Form(s).

9.4 In the event any applicable Data Protection Laws are promulgated on or after the Effective Date results in material changes to the Parties' Consumer data privacy obligations in the performance of the Services or this Agreement, the Parties will work together in good faith to amend this Agreement to satisfy any resulting requirement. Each Party is required to notify the other Party if it can no longer meet its obligations with respect to applicable Data Protection Laws or this Agreement and is permitted to, upon notice, take steps to stop and remediate unauthorized use and disclosure of Personal Data to comply with applicable Data Protection Laws, including termination of the affected Order Form(s).

10. INDEMNIFICATION.

10.1 Indemnification from Company. Company shall indemnify and hold Audience Town and its Affiliates, and their employees, representatives, agents, directors, officers, managers, and/or shareholders (the "Audience Town Indemnified Parties") harmless, and at Audience Town's option defend the Audience Town

Indemnified Parties, from and against any damages, losses, costs, settlements, judgments, awards, fines, penalties, interest, liabilities, or expenses (including without limitation, reasonable attorneys' fees and disbursements and court costs) ("**Losses**") incurred in connection with any third-party claim, demand or action, including from a regulator or other governmental authority ("**Claim**") brought against any of the Audience Town Indemnified Parties arising out of or related to (a) Company's use of the Platform and Services, including Company's use of any Personal Data in connection therewith, other than in accordance with this Agreement and Applicable Law, (b) any breach by Company of any provision of this Agreement, or (c) Company's bad faith, gross negligence or willful misconduct.

10.2 Indemnification from Audience Town. Audience Town shall indemnify and hold Company and its Affiliates, and their employees, representatives, agents, directors, officers, managers, members, and/or shareholders (the "**Company Indemnified Parties**") harmless, and at Company's option defend the Company Indemnified Parties, from and against any Losses incurred in connection with any third-party Claim brought against any of the Company Indemnified Parties to the extent arising out of or related to (a) any allegation that the Platform violates or infringes upon the Intellectual Property Rights of any third party, (b) any breach by Audience Town of its representations and warranties in Section 7.2, and (c) Audience Town's bad faith, gross negligence or willful misconduct. If any of the Platform becomes, or in Audience Town's opinion is likely to become, the subject of an infringement claim, Audience Town may, at its sole option and expense, either (x) procure for Company the right to continue using the applicable Platform, (y) replace or modify the applicable Platform so that it becomes non-infringing, or (z) solely if clauses (x) and (y) are not commercially viable, terminate this Agreement. Notwithstanding the foregoing, Audience Town will have no obligation with respect to any Claim related to (i) any use of the Platform by Company not in accordance with this Agreement, (ii) any use of the Platform by Company in combination with other products, equipment, or software not supplied by Audience Town, (iii) any modification of the Platform by (a) any person other than Audience Town or its authorized agents or subcontractors or (b) by Audience Town or its authorized agents or subcontractors in compliance with the designs, specifications, or instructions of Company; (iv) the direct or contributory infringement of any process patent by Company through the use of the Platform; and (v) continued allegedly infringing activity by Company after Company has been notified of the possible infringement and has been provided with an updated, non-infringing Platform.

10.3 Indemnity Process. An indemnitee under this Section (an "**Indemnitee**") must (i) promptly notify the indemnitor (an "**Indemnitor**") in writing regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the Indemnitor of its obligations hereunder except to the extent that the delay impairs its ability to defend); (ii) provide Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at Indemnitor's expense, to the extent of any out-of-pocket expenses); and (iii) subject to the Indemnitee's election to have the Indemnitor defend the Indemnitee, give the Indemnitor full control and sole authority over the defense and settlement of such Claim, subject to Indemnitee's approval of any such settlement, which approval will not be unreasonably withheld or delayed. The party defending a Claim may not enter into a settlement of any claim without the other Party's prior written consent to the extent such settlement would: (a) require an admission of fault for any violation of law or other wrongdoing by the other Party hereto; (b) require the other Party hereto to make any payments to the plaintiff or other person or have any remaining liability (whether fixed or contingent) to any person; or (c) restrict the other Party hereto from engaging in any otherwise lawful business activity. If a Claim is judicially determined to have been caused by both the Indemnitee and the Indemnitor, the apportionment of liability shall be shared between the parties based upon the comparative degree of each party's judicially determined responsibility and to the extent necessary, a refund of all pre-funded indemnity expenses shall be made if necessary in accordance with the foregoing

11. AUDIT. To the extent permitted by Applicable Law, and subject to such confidentiality and standard security restrictions as Company may from time to time reasonably require and consistently apply, Audience Town shall have the right to audit the Company's compliance with its obligations in this Agreement and the terms and conditions of any applicable Order Form. Upon not less than fifteen (15) business days prior written notice from Audience Town, and during Company's regular business hours, Audience Town shall have the right to request from Company and Company agrees to promptly respond to Audience Town and provide all relevant records, information and questionnaires (collectively, the "**Information**") relating to this Agreement and any applicable Order Form, including but not limited to Company's and any of its agents receipt and use of the Platform, Services, and Audience Town Data to assure compliance with the terms of this Agreement and any applicable Order Form (the "**Virtual Audit**"). Promptly Following Company's provision of the information, Company shall promptly participate in a

videoconference meeting (or other similar meeting) to discuss the results, answer questions and provide any further related information requested by Audience Town. Audience Town retains the right to audit Company's use of the Platform, Services, and/or Audience Town Data and compliance with all other aspects of the Agreement, including the right to ensure Company prohibits reidentification of the Audience Town Data by Company. The foregoing audit rights shall be exercisable not more than once annually, unless Audience Town has a good faith reason to believe that its Platform, Services, and/or Audience Town Data is being used contrary to this Agreement and any applicable Order Form. All information obtained during the audit, including the audit results, shall be subject to the confidentiality obligations contained in this Agreement, except as necessary to pursue any legal and/or equitable rights available to Audience Town in a court of competent jurisdiction.

12. GENERAL TERMS.

12.1 Order of Precedence. In the event of a conflict between or among the following documents, the documents shall govern in this order: (a) the Data Protection Addendum, including all annexes, schedules, and exhibits incorporated by reference, (b) these Terms, including all schedules and exhibits incorporated by reference, and (c) the applicable Order Form. Notwithstanding the foregoing, in the event of any conflict between any Order Form and the provisions of this Agreement, including the DPA, the Order Form shall prevail solely to the extent the Order Form specifically identifies the provisions of the Agreement or DPA to be overridden or modified.

12.2 Independent Contractors. The relationship of Audience Town and Company established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the Parties.

12.3 Governing Law; Jurisdiction. Except as otherwise provided in the DPA or in an Order Form signed by the authorized representatives of the Parties, the Agreement is to be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to any conflicts of law rules. Any action or proceeding arising out of or related to this Agreement may be brought only in the federal or state courts of New Castle County, Delaware. Each of the Parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION BETWEEN THE PARTIES.

12.4 Assignment. Each Party shall have the right to assign or otherwise transfer this Agreement or any of its rights or obligations hereunder upon written notice to the other Party hereto, except that any assignment to a competitor of the non-assigning Party shall require such non-assigning Party's prior written consent. Any purported assignment, sale, transfer, delegation or other disposition by Company, except as permitted herein, shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

12.5 Recovery of Fees by Prevailing Party. If any legal action, including, without limitation, an action for arbitration or equitable relief, is brought by one Party against the other Party relating to this Agreement or the breach or alleged breach hereof, the prevailing Party in any final judgment or arbitration award, or the non-dismissing Party in the event of a voluntary dismissal by the Party instituting the action, will be entitled to reimbursement from the other Party for the full amount of all reasonable expenses, including all court costs, arbitration fees, and actual attorneys' fees paid or incurred in good faith.

12.6 Severability; Waiver. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity of other provisions of this Agreement will not in any way be affected thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable. A waiver of a Party's breach of any provision of this Agreement will not operate as or be deemed to be a waiver of that Party's prior, concurrent or subsequent breach of that or any other provision of this Agreement.

12.7 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment obligations) or attempts to cure any breach are delayed or

prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party.

12.8 Export Control and Sanctions Compliance. Company acknowledges that the Platform and Services are subject to export control and sanctions laws, including those of the United States. Company agrees to comply with such laws in connection with its performance of the Agreement. Without limiting the foregoing, Company shall not, without any required authorization, directly or indirectly, provide, sell, or otherwise transfer any part of the Platform, Services, or Outputs: (i) into (or to a national or resident of) Belarus, Cuba, Iran, North Korea, Russia, Sudan, Syria, the Crimea region or any other country or territory against which the U.S. maintains economic sanctions or embargoes; (ii) to any organization, entity or individual listed on the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control or the Denied Persons List, Entity List, and Unverified List, maintained by the Bureau of Industry and Security of the U.S. Department of Commerce, including but not limited to certain entities in China that have been identified on the Entity List, and the sanctions lists maintained by the U.S. State Department; (iii) to any country, entity, or individual to which such transfer is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of transfer without first obtaining such license or approval.

12.9 Anti-Bribery and Anti-Money Laundering. Company agrees it will comply with all applicable anti-corruption, anti-bribery, anti-money laundering, and similar laws, and represents that it has not made, offered, promised to make, or authorized any payment or anything of value in violation of such laws.

12.10 Marketing. Company hereby grants to Audience Town a non-transferable, non-exclusive, non-sublicensable, royalty-free, right and license to use and display those trade names, trademarks, service marks, and logos (collectively, "**Marks**") of the Company in fulfillment of its obligations under this Agreement and in other promotional materials for Audience Town's business and services for the purposes of promoting the existence of the relationship between the Parties as set forth in this Agreement. Audience Town may issue a press release, subject to the prior review of the Company, relating to this Agreement or the relationship of the Parties without the prior written consent of Company. Except as set forth above, neither party may use the other party's Marks for any purpose without the prior written consent of such other party. Company shall provide Audience Town with access to all brand awareness insights derived from the implementation and use of the Audience Town Data.

12.11 Notices. Notices may be sent to the addresses set forth in an Order Form by overnight messenger (effective on delivery) or by email to (i) to Audience Town at legal@audience-town.com and (ii) to Company at the email address on file at Audience Town without notice of an undeliverable content. If the final day for giving notice is a Saturday, Sunday or nationally recognized holiday then the time for giving such notice will be extended to the next business day. Notices to update contact information for notice shall comply with this Section.

12.12 Entire Agreement; Headings. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. Use by Company of shrink wrap agreements and click wrap agreements and similar acknowledgements shall specifically be of no force or effect and shall not serve to modify, amend or supersede this Agreement. The headings to the sections of this Agreement are used for convenience only.