

Lotame Buyer's Portal Master Agreement

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

1. Services.

1.1. Provision of Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Lotame will provide access to the products and services owned or licensed by Lotame and identified in any service order (each, a "**Service Order**") that are executed by both parties and made a part of this Agreement. "**Authorized User**" means an employee or agent of Customer if permitted in accordance with this Agreement, authorized to access and use the Lotame Products and Services.

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

2. Authorization to Access and Use Lotame Products and Services; License to Use Lotame Data.

2.1. Lotame Products and Services. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement and the applicable Service Order, Lotame hereby authorizes Customer and its Authorized Users to access and use the Lotame DMP Data Management Platform (the "**Lotame DMP**") and the other products and services selected in a Service Order (collectively, with the Lotame DMP the "**Lotame Products and Services**") to create, export and target Audience Segments (as defined below). This authorization is non-exclusive and, other than as may be permitted in this Agreement, non-transferable. Customer shall access the Lotame DMP solely through the use of a web browser and Customer's user name(s) and password(s) provided to Customer or the API provided to Customer by Lotame.

2.2. Lotame Data. Lotame hereby grants to Customer and Customer accepts a , non-exclusive, nontransferable (except as otherwise expressly set forth in this Agreement), non-sublicensable, revocable license to access and use the Lotame Data and Lotame Audience Segments for the creation of Customer Audience Segments to be used solely for targeting purposes, including targeting of digital advertisements and content, on behalf of Customer and its clients ("**Customer Clients**"). "**Lotame Data**" means behavioral data and user attributes aggregated by Lotame from third-party sources and made available to Customer under this Agreement as Lotame Audience Segments. "**Lotame Audience Segments**" are individual or combined segments of Lotame Data. The full list of Lotame Audience Segments made available to Customer under this Agreement is set forth in the Lotame DMP and may be changed from time to time by Lotame during the Term. "**Customer Audience Segments**" are audience segments created by Customer using Lotame Audience Segments.

2.3. Restrictions on Use. Customer will not and will not permit any Customer Client to: (i) use Lotame Data in any sharing arrangement, or resell, rent, lease, sublicense, or transfer Lotame Data to any third-party; (ii) merge Lotame Data with personally identifiable information held by Customer without obtaining express opt-in consent from users; or (iii) use Lotame Data in any manner except as permitted in this Agreement. Notwithstanding the foregoing, Customer and its Customer Clients may allow service providers (e.g., ad networks) to use Lotame Data to target and serve content to users on Customer's behalf, so long as the Lotame Data is used for the sole benefit of Customer or the Customer Client and not for any third-party. Customer is responsible for all use of Lotame Data by its and Customer Clients' service providers, and for their compliance with all terms of this Agreement. Customer will remain primarily liable to Lotame for any violations of this Agreement by its and its Customer Clients' service providers. Use of the Lotame Products and Service is subject to certain usage limits, including the thresholds set forth in any Service Order. If Customer's monthly usage is excessive, Lotame may, if Customer is unable to reduce its monthly usage, pass increased processing costs onto the Customer. Excessive use means that Customer's monthly usage (as tracked and viewable by Customer within the Lotame DMP) exceeds 3,000 Audiences.

2.4. Notice of Unauthorized Use or Disclosure. Customer shall notify Lotame of any actual or suspected misuse of the Lotame Data and shall provide reasonable assistance to Lotame in the investigation and prosecution of any such unauthorized use or disclosure.

3. Reporting. Customer shall cooperate with Lotame to facilitate direct and automated access by Lotame to Customer's partner technology systems (including Customer's Ad Server, DSP, and/or SSP partner systems, and any other relevant ad technology delivery systems) to enable Lotame to identify, extract, download and/or otherwise receive automated usage reports required for accurate accounting and invoicing of Customer's Lotame-enabled ad delivery. Cooperation and facilitation extends to current technologies (including but not limited to FTP, third-party integration software, and APIs), and potential future technologies that facilitate automated interaction and reporting between and among ad technology systems.

4. Confidentiality. "Confidential Information" of a given party ("**disclosing party**") means any confidential technical data, trade secret, know-how, or other confidential information disclosed by the disclosing party to the other party hereunder ("**receiving party**") in writing, orally, by drawing or other form. Confidential Information includes, but is not limited to, the consideration, payment terms, fees and other financial aspects of this Agreement, the terms of any Lotame agreement with any advertiser, vendor or other third-party and the disclosing party's processes and methods for compiling and assembling data, and Customer's Access Credentials for Lotame DMP. The receiving party will: (a) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its confidential information and in no event less than a reasonable degree of care; (b) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (c) except as may be permitted by and subject to its compliance with the compelled disclosure requirements in this section, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the receiving party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the receiving party's obligations under this section; and (iii) are bound by written confidentiality obligations at least as protective of the Confidential Information as the terms set forth in this section or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information; (d) not directly or indirectly export, re-export or transmit any Confidential Information acquired from the Disclosing Party (or any product or materials utilizing any such Confidential Information) to any country or person if such export or transmission is restricted by regulation or statute, without first obtaining the necessary approvals; (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with or breach of, the obligations in this section. The receiving party will have no liability for a breach of this section with respect to any of the disclosing party's Confidential Information that, as established by documentary evidence, was: (i) already lawfully known to or in the possession of the receiving party; (ii) independently developed by the receiving party without reference to or use of any of the disclosing party's Confidential Information; (iii) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement; (iv) generally known to the public; (v) lawfully obtained from any third-party, which, to the knowledge of the receiving party obtaining such information, has no obligation of confidentiality with respect to such information; or (vi) was approved in writing by the disclosing party for disclosure to a third-party without any confidentiality obligations. Lotame is not prohibited from improving its own services and technology on the basis of general principles, learning and know-how gained from developing and providing services to Customer and to Lotame's other customers. Notwithstanding the terms of this Agreement, each party may disclose the terms of this Agreement: (i) in connection with the requirements of an initial public offering or securities filing, (ii) in confidence to accountants, banks and financing sources and their advisors, (iii) in confidence in connection with the enforcement of this Agreement or rights under this Agreement, and (iv) in confidence in connection with a merger or acquisition or proposed merger or acquisition. All Confidential Information (including all rights therein under any patent, copyright, trademark, or other intellectual property laws in any country) will remain the exclusive property of the disclosing party. No license has been granted by the disclosing party to the receiving party with respect to Confidential Information disclosed unless otherwise expressly provided in this Agreement or a Service Order. If the receiving party at any time is required to disclose any of the disclosing party's Confidential Information to any government agency or court of competent jurisdiction, the receiving party (to the extent permitted by law) shall promptly notify the disclosing party of the required disclosure (prior to the disclosure, whenever possible, so that the disclosing party may seek an appropriate protective order). The receiving party will return to the disclosing party or (at the disclosing party's option) destroy all Confidential Information of the disclosing party in the receiving party's possession or control and will permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party or the expiration or termination of this Agreement, whichever comes first. At the disclosing party's request, the receiving party will certify in writing that it has fully complied with its obligations under this section. "**Representatives**" means the directors, officers, employees, agents, contractors or subcontractors, legal advisors, and financial advisors of a party.

5. Reservation of Rights. All Lotame Data is licensed, not sold, to Customer by Lotame. Except for the rights expressly stated in this Agreement, Lotame reserves all other rights, including all intellectual property rights, in and to all Lotame Data. Lotame retains ownership of all right, title and interest in and to the Lotame Products and Services, including but not limited to, any and all derivative works based on any of the foregoing. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Lotame Products and Services, whether expressly, by implication, estoppel or otherwise. Customer shall not reverse engineer copy, reproduce, modify, damage, disassemble, decompile, reverse engineer or create

derivative works of any Lotame Material. In addition, nothing in this Agreement grants to either party any permission to use the other party's trademarks without the other party's prior and express written consent.

6. Marketing. Customer grants to Lotame a limited, worldwide royalty-free right to include Customer's name and logo, along with other clients of the Lotame Products and Services, on Lotame's website and in Lotame's marketing, promotional materials and customer lists; provided that Customer's name and logo are listed in the same format and no more prominently than any other Lotame client. All other marketing activities, including the issuance of a press release, will be mutually agreed upon by both parties.

7. 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 LOTAME DATA, LOTAME PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, OR NON-INFRINGEMENT.

8. Limitation of Liability.

8.1. Exclusion of Certain Damages. EXCEPT FOR CLAIMS ARISING FROM (i) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (ii) CUSTOMER'S BREACH OF ANY OF THE RESTRICTIONS ON USE; OR (iii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, 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.

8.2. Liability Cap. EXCEPT FOR CLAIMS ARISING FROM (i) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (ii) CUSTOMER'S BREACH OF ANY OF THE RESTRICTIONS ON USE; OR (iii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE FOR INDEMNIFICATION) ARISING OUT OF THIS AGREEMENT EXCEED THE GREATER OF (1) THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE EFFECTIVE DATE OF THE NOTICE OF ANY SUCH CLAIM, AND (2) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). 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).

9. Indemnification.

9.1. Lotame Obligations. Lotame shall defend, indemnify, and hold Customer, and its officers, directors, agents and employees, harmless 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) any infringement of third-party intellectual property rights as a result of Customer's authorized use of the Lotame Data, the Lotame Audience Segments or the Lotame DMP, or (ii) any breach by Lotame 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

9.2. Customer Obligations. Customer shall defend, indemnify, and hold Lotame, and its officers, directors, agents, and employees, harmless against Claims arising from: (i) the use by Customer or its Customer Clients of Lotame Data in violation of the terms of this Agreement, or (ii) any breach by Customer of any of Customer's representations, warranties or obligations in this Agreement, except to the extent that such Claim was caused by the gross negligence or willful misconduct of Customer.

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

10. Fees and Payment Terms.

10.1. Fees. In consideration of the provision of the Lotame Products and Services by Lotame and any rights granted to Customer under this Agreement, Customer shall pay Lotame the fees set forth in the Service Order ("**Fees**") in accordance with this Agreement. Unless otherwise stated in the Service Order, all Fees are quoted in U.S. Dollars. Customer shall pay all Fees due under a Services Order in U.S. Dollars no later than 30 days after the date of the invoice unless a different currency or time period is stated in the Services Order. Company shall make payments in the manner and to the address or account specified in the invoice.

10.2. Payment Disputes. In the event of a payment dispute, Customer shall deliver a written statement to Lotame no later than the date on which payment is due listing all disputed items with a reasonably detailed description of each disputed item. Amounts not disputed must be paid by the payment due date. The Parties shall diligently work to resolve all payment disputes expeditiously and in good faith.

10.3. Taxes. All Fees are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any national, federal, state or local governmental or regulatory authority on any amounts payable by Customer, other than any taxes imposed on Lotame's income.

10.4. Late Payment. If Customer fails to make any payment when due, Lotame may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. The late payment interest is in addition to all other remedies that may be available to Lotame. Customer shall reimburse Lotame for all costs incurred by Lotame in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees.

11. Audit Rights. No more than once every year during the term and for up to one year following the expiration or termination of this Agreement, Lotame shall have the right upon providing 15 days' notice and during regular business hours at Customer's regular location for maintenance of such records, to conduct an audit of any records required to calculate the Fees payable by Customer hereunder. If any such audit should disclose any underpayments of any Fees, Customer shall promptly pay to Lotame such underpaid amount. The audit will be conducted at Lotame's expense unless the audit reveals that Customer has underpaid Lotame by 10% or more for any six-month period, in which case Customer will reimburse Lotame for all reasonable costs and expenses incurred by Lotame in connection with such audit. Any such audit shall be conducted upon reasonable notice, during business hours, and shall not unreasonably interfere with Customer's business activities.

12. Term and Termination. This Agreement commences on the Effective Date and will continue until terminated by either party by providing at least 30 days' prior written notice to the other party (the "**Term**"). Upon termination of this Agreement for any reason, all rights, licenses, and authorizations granted by either party to the other under this Agreement will terminate immediately.

13. Wind Down Period. Upon expiration or termination of the Agreement, Customer shall cease all use of Lotame Data except that Customer may continue to use the Lotame Data in accordance with the terms of this Agreement (including, but not limited to, the Fees and Payment Terms set forth in this Agreement) until the earlier to occur of (i) sixty (60) days from the end date of this Agreement, or (ii) the date on which an active campaign expires ("**Wind Down Period**").

14. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of the Agreement; national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances; passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; national or regional shortage of adequate power or telecommunications or transportation; or failures, downtime or delays by telecommunications service providers, internet service providers, hosting or infrastructure providers, third party application, or denial of service attacks.

15. Privacy.

15.1. General. Customer acknowledges that the collection of Lotame Data is subject to certain laws, rules, regulations, and self-regulatory practices related to privacy. Each of Customer and Lotame shall comply with all laws, rules, regulations, and self-regulatory practices applicable to their respective obligations and actions hereunder, including without limitation, the requirement that each party publish a privacy policy that is prominently linked from the home page of such party's corporate website and accurately describes the collection and use of data by such party. Customer shall comply with all laws, rules, regulations, and self-regulatory practices applicable to the industry in which it conducts business. For example, if Customer is a publisher, it shall publish a privacy policy on all Customer Properties from which Lotame Data is collected hereunder; if Customer is an agency, it shall participate in DAA Ad choices (or a similar program). Customer is responsible for (i) ensuring that the collection and use of Lotame Data from the Customer

Properties complies with its published privacy policies and all applicable laws, rules and regulations, and (ii) publishing notice and obtaining the required level of consent to collect Lotame Data from users in each jurisdiction. Additionally, if Customer collects data from properties that it does not own or operate, Customer will require the owners of such properties to make the necessary disclosures regarding the collection and use of data by third-parties on such properties. Lotame shall use commercially reasonable efforts to ensure that the Lotame Data does not include personally identifiable information (meaning information used to specifically identify a person, such as name, address, telephone number, email address, or government identifier); protected health information (as regulated by the federal Health Insurance Portability and Accountability Act (as amended)); or nonpublic personal information (as regulated by the Gramm-Leach-Bliley Act (as amended)).

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

15.3. GDPR and Privacy Shield. If applicable, when personal data is transferred from the countries of the European Union and European Economic Area by Lotame, such transfer shall be subject to the EU-U.S. Privacy Shield Framework Principles. If and when Switzerland participates in the EU-U.S. Privacy Shield Framework, any transfer of data from Switzerland by Lotame shall also be subject to the EU-U.S. Privacy Shield Framework Principles. Without limiting the two preceding sentences or any other terms in this Agreement, Lotame and Customer will comply with their respective obligations in the Data Processing Addendum (GDPR – LDX Data Buyer DPA – V2 – 2018.08) located at <https://www.lotame.com/terms-and-conditions/>.

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

17. Relationship of Parties. Nothing contained in this Agreement shall be implied to create a partnership, agency, joint venture, or employment relationship between the parties, and neither party shall have any authority to bind the other party.

18. Notices. All notices and other communications hereunder shall be in writing and shall 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.

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

20. Change in Law. In the event that a change in applicable laws, rules, or regulations makes renders any aspect of this Agreement unenforceable, or substantially increases the economic burden of Lotame's performance hereunder, then Lotame may immediately terminate this Agreement by providing written notice to Customer without any further liability (except for those obligations or liabilities that occurred prior to the termination date).

21. Governing Law; Submission to Jurisdiction.

21.1. Americas. If Customer's place of business as listed in a Service Order is located in the United States of America, Canada, Mexico or a country in Central America, South America or the Caribbean, then the Agreement is governed by and is to be construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to the Agreement must be instituted exclusively in the United States District Court for the Southern District of New York or,

only if there is no federal subject matter jurisdiction, in any state court of New York having subject matter jurisdiction located in the city of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

21.2. Europe, the Middle East or Africa. If Customer's place of business as listed in a Service Order is a country located in Europe, the Middle East or Africa, then the Agreement is governed by and is to be construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to the Agreement must be instituted exclusively in the courts of competent jurisdiction located in London, England, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

21.3. Asia or the Pacific. If Customer's place of business as listed in a Service Order is in a country located in Asia or the Pacific region, then the Agreement is governed by and is to be construed in accordance with the laws of Singapore without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to the Agreement must be instituted exclusively in the courts of competent jurisdiction located in Singapore, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

22. Miscellaneous. This Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written. All prior agreements, understandings and representations are canceled in their entirety. All amendments, alterations, or modifications shall be in writing. If any provision is held unenforceable or invalid, the balance of any such provision shall 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, Customer shall not assign this Agreement without the prior written consent of Lotame. Notwithstanding anything in this Agreement to the contrary, this Agreement is for the sole benefit of Customer and Lotame and nothing in this Agreement, expressed or implied, gives or should be construed to create rights (legal, equitable or otherwise) for any person or entity (including the Customer Clients) as a third-party beneficiary of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute 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 herein 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 shall terminate any obligations or liability accrued to the time of such expiration or termination. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation.