

Lotame Data Marketplace Managed Service Terms

These Lotame Data Marketplace Managed Service Terms (these “**Terms**”) are incorporated by reference into the Lotame Data Marketplace Managed Service Order (the “**Service Order**”) entered into between the entities identified as “**Lotame**” and “**Customer**”, respectively in the Service Order (“**Customer**”) (each, a “**Party**” and collectively the “**Parties**”) provided that such Service Order expressly references these Terms. The Parties agree as follows:

1. Scope. These Terms form an integral part of the Agreement between the Parties and govern Customer’s and its Authorized Entities’ use of Audiences.

2. License, Delivery and Use of Audiences.

2.1. License Grant. Lotame hereby grants Customer a worldwide, non-exclusive, non-sublicensable, and non-assignable and non-transferable (except as permitted in Section 16) license during the Service Term to use the Audiences for the purposes of Targeting, Content Personalization, and Analytics solely for its benefit and for the benefit of its Authorized Entities (“**Permitted Purposes**”).

2.2. Request and Delivery of Audiences. Upon Customer’s prior written request (email sufficient), Lotame will (i) provide Customer with one or more files of Audiences, which will be sent to Customer using a secure file transfer system designated by Customer, such as an SFTP server or Amazon S3 bucket, or (ii) export the Audiences to Customer’s or an Authorized Entity’s account on a Third Party Platform designated by Customer. The Parties will mutually agree on the delivery date for Audiences. Lotame will not create Audiences that fall under or infer a Sensitive Data Category.

2.3. Use of Audiences by Authorized Entities and Contractors. Customer may allow its Authorized Entities to use the Audiences for the Permitted Purposes. Any use of the Audiences by an Authorized Entity or Contractor will be deemed use of the Audiences by Customer and Customer shall ensure (a) Authorized Entities use the Audiences for their own business purposes only and (b) Contractors use the Audiences for the sole purpose of providing services to Customer, Customer’s Affiliates, or Customer’s or its Affiliates’ Clients.

2.4. Use Limitations and Restrictions.

(a) Customer shall and shall ensure its Authorized Entities and Contractors comply with any terms of service, terms of use, or terms and conditions of any Third Party Platforms on which Audiences used.

(b) Customer shall not, and shall ensure that its Authorized Entities and Contractors do not, except as the Agreement expressly permits: (1) allow use of the Audiences (or portion thereof) by or to any third party for any standalone commercial purpose; (2) create derivatives of the Audiences; (3) use the Audiences in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights protected by law of any third party; (4) use the Audiences for the development, provision, or use of a competing service or product, or any other purpose that is to Lotame’s detriment or commercial disadvantage; (4) use Audiences in any manner except for the Permitted Purposes; (5) use Audiences to Re-identify individuals without obtaining such individual’s prior express consent; (6) merge Audiences with Direct Identifying Personal Data without obtaining prior express consent from the individuals to whom the Direct Identifying Personal Data relates; or (7) use Audiences (i) for the purposes of making a decision about an individual’s eligibility for employment, health care, credit, or insurance, or to make a decision, solely by automatic means, that produces legal effects concerning the foregoing, or has a similarly significant effect on the foregoing, (ii) for any fraudulent purposes, or (iii) in any manner that would be a violation of any laws or regulations.

3. Fees and Payment Terms.

3.1. Fees; Informal Resolution of Fee Disputes. Customer shall pay to Lotame the fees set forth in the Service Order (“**Fees**”) no later than 30 days after the date of the invoice issued by Lotame unless a different period is specified in the Service Order (“**Due Date**”). All Fees are quoted in U.S. Dollars unless a different currency is specified in the Service Order. Customer is responsible for the payment of any taxes associated with the Service Order, other than taxes based on Lotame’s income.

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

3.3. Late Payments or Reports. If any invoiced Fees remain unpaid past the Due Date or Customer fails to provide the Usage Reports as required, then Lotame may, without limiting any other remedy available to Lotame, suspend further delivery of Audiences until such outstanding balance is paid in full or all overdue Usage Reports are provided. If Lotame refers any unpaid amounts to a third Party for collection, then Customer shall pay all costs of collection, including without limitation, fees and expenses of an attorney and related court costs.

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

4. Service Term and Termination.

4.1. Service Term. These Terms are effective as of the effective date of the Service Order and will continue month-to-month until terminated by either party in accordance with Section 4.2, plus any Wind-Down Period ("**Service Term**"). "**Wind Down Period**" means the earlier to occur of (a) 90 days from the date of termination of the Agreement, or (b) the date on which active campaigns using Audiences created prior to the date of termination expire.

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

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

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

(c) Lotame may terminate Customer's use of the Service without incurring any obligation or liability if Customer has: (1) used the Audiences for any unlawful or fraudulent activity; or (2) if Lotame receives a judicial or other governmental demand or order, subpoena or law enforcement request that requires Lotame to do so. Lotame will notify Customer of any of the causes in this subsection prior to any termination except in cases where Lotame is commercially unable to provide advance notice.

4.3. Effect of Termination; Wind-Down Period. Upon termination of the Agreement, (i) Lotame will cease providing Audiences, and (ii) Customer shall cease new use of Audiences it has already been provided; but may continue to use any Audiences in active campaigns started before the effective date of termination during the Wind Down Period. At the end of the Wind Down Period, Customer and its Authorized Entities and Contractors shall cease use of all Audiences and all rights, licenses, and authorizations granted to each Party under the Agreement will terminate immediately.

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

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

7. Confidentiality. From time to time during the Service Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential**").

Information”). The Receiving Party will: (a) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its confidential information of a similar nature and in no event less than a reasonable degree of care; (b) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement; (c) except as may be permitted by and subject to its compliance with the compelled disclosure requirements in this section, not disclose or permit access to Confidential Information other than to its Representatives who: (1) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under the Agreement; and (2) are bound by written confidentiality obligations at least as protective of the Confidential Information as the terms set forth 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: (a) known to or lawfully obtained from any third party, which, to the knowledge of the Receiving Party, has no obligation of confidentiality with respect to such information; (b) independently developed by the Receiving Party without reference to or use of any of the Disclosing Party’s Confidential Information; (c) generally known to the public; or (d) was approved in writing by the Disclosing Party for disclosure to a third party without any confidentiality obligations. If the Receiving Party at any time is required to disclose any of the Disclosing Party’s Confidential Information to any government agency or court of competent jurisdiction (a “compelled disclosure”), the Receiving Party (to the extent permitted by law) shall promptly notify the Disclosing Party of the required disclosure (prior to the disclosure, whenever possible, so that the Disclosing Party may seek an appropriate protective order) and shall disclose only such information as is required by the governmental entity or court or otherwise required by law. Upon the written request of the Disclosing Party or the termination of the Agreement, whichever comes first, the Receiving Party will (1) permanently erase all electronic copies and (2) destroy or, at the Disclosing Party’s option, return any tangible copies of all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control. At the Disclosing Party’s request, the Receiving Party will certify in writing that it has fully complied with its obligations under this section. The obligations in this section will survive the termination of the Agreement for the following periods of time or until any of the exclusions in this section apply: (a) with regard to each item of Confidential Information that constitutes a trade secret under applicable law, for such time as the Confidential Information remains a trade secret; and (b) with regard to all other Confidential Information, for a period of 3 years after termination of the Agreement. “**Representatives**” means the directors, officers, employees, legal advisors, and financial advisors of a Party.

8. Marketing; Use of Marks. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Agreement or otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written approval of the other Party, which approval will not be unreasonably withheld, conditioned or delayed.

9. Intellectual Property Rights. Except to the extent expressly granted in the Agreement, neither Party will acquire, and nothing in the Agreement grants by implication, estoppel or otherwise, any right, title or interest in any copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information, and any other intellectual property or similar rights (whether registered or unregistered) throughout the world (“**Intellectual Property Rights**”) belonging to the other Party, or to the other Party’s licensors.

10. 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 the Agreement, and (ii) entering into or performing its rights and obligations under the Agreement will not violate any agreement it has with a third party. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AUDIENCES ARE PROVIDED ON AN “AS IS” BASIS AND LOTAME EXPRESSLY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, OR NON-INFRINGEMENT.

11. Defense and Indemnification.

11.1. Defense Obligations. Each Party (the “**Indemnifying Party**”) shall at its sole expense (including without limitation, attorneys’ fees, expert fees, and costs and expenses related to any appeal (such as the posting of any bonds)), defend or settle (subject to Section 11.3), any action, suit, arbitration, hearing, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission, or any arbitration tribunal brought by a third-party (including Affiliates of the Indemnifying Party) (“**Action**”) against the other Party (the “**Indemnitee**”) or its directors, officers, and employees to the extent the Action contains any allegation that arises from, is related, or is based upon any of the following claims applicable to it as the Indemnifying Party (“**Claim**”).

(a) *Customer as the Indemnifying Party:* (1) Customer’s, an Authorized Entity’s, or a Contractor’s breach of the Agreement or unauthorized use of the Audiences, or (2) any gross negligence, willful misconduct, or violation of any law or regulation by Customer, an Authorized Entity, or a Contractor occurring in connection with the use of Audiences, or (3) any misrepresentation or breach by Customer of any of Customer’s representations or warranties in the Agreement, except to the extent that any Claim identified in this Section 11.1(a) was caused by the gross negligence or willful misconduct of Lotame.

(b) *Lotame as the Indemnifying Party*: (1) Lotame not having the right to provide Customer with access and use of Audiences for the Permitted Purposes, (2) any breach of the Agreement by Lotame, or (3) any misrepresentation or breach by Lotame of any of Lotame's representations or warranties in the Agreement, except to the extent that any Claim identified in this Section 11.1(b) was caused by the gross negligence or willful misconduct of Customer.

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

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

12. Limitation of Liability.

12.1. Exclusion of Certain Damages. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE UNDER THE 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.

12.2. Liability Cap. EXCEPT FOR CLAIMS ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT EXCEED \$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).

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

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

15. Governing Law; Submission to Jurisdiction.

15.1. 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.

15.2. United Kingdom, the Middle East or Africa. If your place of business is a country located in Europe, the Middle East or Africa, then these Terms are governed by and is to be construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in the courts of competent jurisdiction located in London, England, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

15.3. European Union/European Economic Area Countries. If your place of business is a country that is part of the European Union/European Economic Area, then these Terms are governed by and is to be construed in accordance with the laws of the Republic of Ireland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to these Terms must be instituted exclusively in

the courts of competent jurisdiction located in the Republic of Ireland, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

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

16. Miscellaneous. The Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written. All prior agreements, understandings and representations are canceled in their entirety. All amendments, alterations, or modifications will be in writing. If any provision is held unenforceable or invalid, the balance of any such provision will not be affected. The Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of the Parties; provided, however, that the Agreement may not be assigned by either Party without the prior written consent of the other Party which consent will not be unreasonably withheld, except that either Party may freely assign the Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all its assets. The Agreement may be executed in any number of counterparts, which together constitutes one and the same agreement. Any claims (in court or arbitration) must be brought in the initiating Party's individual capacity and not as a plaintiff or member in any class action or other similar proceeding. The waiver by either Party of a breach of any provisions contained in the Agreement will be in writing and will in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. If either Party fails to perform any term of the 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 the Agreement will terminate any obligations or liability accrued to the time of such expiration or termination. The Agreement will be construed equally against the Parties regardless of who is more responsible for its preparation. In the event of any conflict between these Terms and any documents that makeup the Agreement, unless expressly stated otherwise in a document, the documents will take precedence over each other in accordance with the following ranking: (i) the Service Order, (ii) any data processing agreement/addendum or privacy addendum, and (iii) these Terms. Any modifications or changes to the Service Order will be effective only when memorialized in a written amendment or addendum to the Service Order signed by the Parties.

17. Definitions.

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

"Agreement" means these Terms; the Service Order that incorporates these Terms; any addenda, exhibits or schedules attached to these Terms or the Service Order or entered into under these Terms or a Service Order; the DPA (defined in Section 6); and any amendments to any of the foregoing.

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

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

"Audience" means LDX Audiences and any custom combination of Behaviors or Behavioral Elements created by Lotame at the request and direction of Customer.

"Authorized Entity" means a Customer Affiliate or a Client that Company has authorized to use the Audiences.

"Behavior" means a grouping of Behavioral Elements based on demographics, needs, priorities, common interests, and other psychographic or behavioral criteria. For example, a Behavior named "Young Middle Income Renters" could be made up of the following behavioral elements: age between 24 – 30 years old, middle-income, renter, no children.

"Behavioral Element" means a discrete piece of information that could be an attribute, preference, interest, or other characteristics of an individual or inferred about an individual based on that individual's location, intent data, socio-demographic data, purchase data, browsing data, and other data that corresponds to a particular use of or visit to a digital property by that individual, or survey data submitted by that individual, which Lotame licenses from third parties.

"Client" means a customer or client of Customer or a Customer Affiliate.

"Content Personalization" means the use of Audiences for the purposes of tailoring the content of a webpage, email, and other forms of content are tailored to match the characteristics, preferences or behaviors of the viewer.

“Contractor” means a person or entity who is an agent of or who has been contracted or hired by Customer or an Authorized Entity to provide consulting or other services to Customer or an Authorized Entity, and who is not an employee of Customer or an Authorized Entity.

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

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

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

“Fees” has the meaning set forth in Section 3.1.

“ID” means a pseudonymous, unique identifier that is linked to a particular Application (for example, a cookie in a web browser), Device (for example, a mobile device advertising ID or IP address), or profile.

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

“LDX Audiences” means Lotame’s prepackaged Behaviors. The list of LDX Audiences is available at <https://www.lotame.com/mtrtcrd/>.

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

“Personal Data” means any data or information relating to (i) an identified or identifiable natural person or (ii) an identified or identifiable legal entity (where such information is covered by any applicable Data Protection and Privacy Laws) and includes any data or information that constitutes “personal data” or “personal information” as defined under any applicable Data Protection and Privacy Laws.

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

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

“Service Term” has the meaning set forth in Section 4.1.

“Sensitive Data Category” means any of the following categories of Personal Data that have been designated as special or sensitive under Data Protection and Privacy Laws: race, racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation, any Personal Data of an individual under the age of 16, precise or specific geolocation, citizenship, and data from a website or Application that is or is deemed to be a health care provider under the Health Insurance Portability and Accountability Act or guidance of the United States Federal Trade Commission (see Statement of the Commission on Breaches by Health Apps and Other Connected Devices, FED. TRADE COMM’N, <https://www.ftc.gov/legal-library/browse/statement-commission-breaches-health-apps-other-connected-devices> (last visited Mar. 27, 2023)).

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

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

EXHIBIT A

SAMPLE USAGE REPORT

CLIENT: _____

Month: _____

AUDIENCE NAME	AUDIENCE ID **REQUIRED**	Lotame Client ID **REQUIRED**	IMPRESSIONS **REQUIRED**
			-

****Audience ID #'s from Lotame Platform must be in the Audience ID Column****