

Standard Terms and Conditions

The following terms and conditions (the “**Standard Terms**”) shall govern the use of the products and services (the “**Services**”) provided by Integral Ad Science, Inc.’s (“**IAS**”) subsidiary, Publica LLC (“**Publica**”) as described in the Order Form, Purchase Order, Statement of Work, or Master Agreement, as the case may be, (collectively referred to herein as the “**Agreement**”) entered into between You (“**Customer**”) and IAS (collectively with Publica, referred to herein as “**Company**”). If You disagree with any of the terms in these Standard Terms, IAS does not grant You a license to use the Services. In the event of any inconsistency between these Standard Terms and the applicable Agreement, the applicable Agreement controls.

The Company may change these Standard Terms by posting a new version without notice to You. Use of the Services after such change constitutes acceptance of such changes.

1. [Reserved].

2. Use of Services. Subject to these Standard Terms and payment of any fees pursuant to Section 4 below, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable, worldwide license to access and use the Services listed in the Purchase Order, including any user interfaces related to the Services (“**Publisher UI**”), and the data provided or collected in connection with the Services, including data aggregated and reported to Customer through the Publisher UI (collectively, the “**Company Data**”).

3. Customer Obligations, Restrictions, and Warranties.

(a) Customer agrees to comply with the implementation specifications provided to Customer by Company. Customer shall be responsible for any and all costs incurred by Company in connection with Customer’s use of the Services prior to confirming with Company that the Services have been implemented correctly.

(b) Customer represents and warrants that Customer (i) has the full legal rights and authority in the websites and/or applications owned, operated and/or managed by Customer (“**Customer Properties**”) and specifically to serve ads onto the advertising inventory on such sites, (ii) has the necessary authorizations and rights to grant all licenses contained hereunder, (iii) shall use the Services solely for its legitimate business purposes as contemplated by these Standard Terms and any Purchase Order and shall not interfere with or disrupt the integrity or performance of Services, the Company Data and the Publisher UI or attempt to gain unauthorized access to any of the foregoing or any related systems or networks, (iv) shall not input, upload, transmit, or otherwise provide to or through the Services, any virus, Trojan horse, worm, trap doors, back doors, malware, or other malicious computer code intended to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any computer, software, firmware, hardware, system, or network of Company, the Services, or any Company Data, (v) shall comply with all laws applicable to these Standard Terms, including all applicable laws, regulations and guidelines relating to privacy when applicable to Customer (including with respect to any data it collects, processes, shares, or exchanges with Company in connection with the Services); (vi) has provided any legally required notices to users and obtained any legally required consents from users in order to collect, process, share or use such user’s data in connection with its use of the Services; (vii) has implemented any legally required opt out mechanisms to collect, process, share or use any user’s data in connection with the Services, and (viii) has provided an accurate and complete description regarding the nature, quality, and source of inventory it makes available to buyers. In the event Customer elects to use the Managed Connection Solution, as described in the herein, Customer further represents and warrants that it will not exchange any data in connection with its use of the solution which constitutes “personal data,” “personal information,” or any such similar data as defined under applicable law. Company shall not be liable for any failure by Customer to comply with applicable laws, regulations, regulatory guidance, and best practices or failure to make the disclosures described in this Section 3.

4. Fees.

(a) Customer shall pay Company all fees set forth in the Purchase Order (collectively, the “**Fees**”). All undisputed Fees are nonrefundable and are payable within thirty (30) days of receipt of the invoice. If Customer disputes the validity of an invoiced Fee, Customer must provide prompt written notice within thirty (30) days to Company stating the details of any such dispute. If only a portion of an invoice is in dispute, Customer shall pay all undisputed amounts in accordance with the terms of this Section 4. Acceptance by Company of any partial payment does not constitute a waiver of the disputed amounts. All invoices are payable in U.S. dollars, unless specified otherwise and approved. Company reserves the right to charge a late fee on any amount not paid after fifteen (15) days of receipt of written notification of non-payment equal to 1.5% per month (or, if lower, the maximum rate allowed by law) on the outstanding balance for the period such payment is delinquent. In the event Customer fails to make timely payment,

Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Company in collecting such amounts.

(b) Customer shall be responsible for providing Company with (a) correct billing information which shall include the applicable IO/PO/D number and the name and address of the Customer, and (b) any additional information that Customer reasonably requires to be reflected in an invoice issued by Company. Company shall not be responsible for, nor shall any delay in payment be excused due to, Customer's failure to provide Company with any of the information described in the preceding sentence. Company may, in its sole discretion, invoice Customer through one of its subsidiaries or affiliates in the same country or region as Customer. Any invoice originating from an Company affiliate or subsidiary shall be considered a valid invoice and all payments shall be made to the bank account designated in such invoice.

(c) Where Fees are calculated according to numbers of impressions, then (save as may otherwise be agreed by the parties) those impressions shall be counted and calculated by Company according to reasonable industry standards.

(d) Customer will be responsible for all taxes in connection with the Services (excluding taxes based on Company's net income).

(e) Customer acknowledges and agrees that Company may update the Purchase Order to reflect changes in rates and pricing; updates to product descriptions; and provision of additional features, products and services by providing Customer 30 days' advanced written notice. In the event Company updates the Purchase Order in accordance with the foregoing sentence, Customer may notify Company within thirty (30) days of receiving such notice that it does not wish to accept such changes to pricing or additional products and features, and discontinue use of those products and services, provided, however, Customer's continued use of the relevant products and services after such 30-day period shall constitute acceptance of those changes.

(f) Payment Terms for Publica Managed Platform Connection Solution ("**MPC**"). Solely where Customer uses the MPC solution the following terms apply:

(i) **MPC Seller.** If Customer elects to utilize the MPC as a seller ("**MPC Seller**"), Company will collect the amounts owed from MPC Buyers for inventory sales on MPC Seller's behalf and will remit such amounts, after first deducting any Fees owed to Company. Company shall have no liability for and shall not be required to credit or pay MPC Seller for, any sums related to the inventory sales not yet cleared from the buyer ("**MPC Buyer**") to Company. For clarity, Company will continue to charge MPC Seller its applicable Fees for its Services. Inventory sold will be reported to the MPC Seller on the first day of the following month and Company Fees will be included in invoices sent in its normal billing cycle. Subject to the foregoing, once Company receives the MPC Seller's invoice payment will be remitted within sixty (60) days.

(ii) **MPC Buyer.** If Customer elects to use the MPC as an MPC Buyer, Company will charge MPC Buyer its applicable Fees for its Services. Inventory transaction amounts will be included in invoices sent in Company's normal billing cycle with payment due within thirty (30) days of MPC Buyer's receipt of the invoice.

(iii) Any pass-through amounts related to an inventory transaction handled by Company in connection with the MPC solution shall not be considered "Fees" for purposes of these Standard Terms, including the calculation of any limitation or cap on liability set forth herein.

5. Intellectual Property.

(a) Company owns, and shall continue to own, all intellectual property and other proprietary rights in and to all portions of the Services, Company Data, and the Publisher UI.

(b) Customer agrees not to use, transfer, distribute, or dispose of any information contained in the Services or in any Company Data in any manner that could compete with the business of Company. Except as otherwise provided in these Standard Terms, Customer may not (i) sell, resell, license, distribute, transfer, make available or otherwise exploit the Services or any Company Data to any third party; (ii) publicly disclose or publish any Company Data in its entirety, or the substantial equivalent of the same; (iii) use the Company Data to create inclusion/trusted lists or exclusion lists; (iv) reverse engineer or attempt to reverse engineer the Services; or (v) allow a third party to do any of the above. Customer will not remove or obscure any copyright, trademark or patent notices that appear on the Services. All rights not specifically granted to Customer hereunder are retained by Company.

6. Confidential Information.

(a) **"Confidential Information"** means any proprietary business information, technical data, trade secrets or know-how, including, but not limited to research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, click through rates or conversions, finances or other business information disclosed by one party (as the **"Disclosing Party"**) to the other (as the **"Receiving Party"**) either directly or indirectly in writing or orally. Confidential Information does not include information which (i) is known to the Receiving Party at the time of disclosure to the Receiving Party by the Disclosing Party as evidenced by written records of the Receiving Party; (ii) has become publicly known and made generally available through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure; or (iv) is independently developed by the Receiving Party without use of Confidential Information as evidenced by written records of the Receiving Party.

(b) Except as otherwise provided herein, the Receiving Party shall not, during or subsequent to the Term of these Standard Terms, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. It is understood and agreed that the Confidential Information will remain the sole property of the Disclosing Party. Receiving Party shall at all times maintain as secret and confidential all Confidential Information and shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. In no event shall the Receiving Party publish, disclose or otherwise make accessible any Confidential Information to any third party, except as expressly contemplated hereunder, without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by the order or requirement of a court, administrative agency or other governmental body, provided that the Receiving Party first provides the Disclosing Party prompt notice of such required disclosure and maintains confidentiality to the greatest extent permissible.

(c) On termination of these Standard Terms or a Purchase Order or at any time during or after the Term of these Standard Terms or a Purchase Order, at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that a party may retain on a confidential basis one copy of the Confidential Information in order to comply with legal or regulatory requirements and/or internal document retention policies as well as any and all (i) e-mails and any attachments contained in such e-mails and (ii) any electronic files, each of which are automatically saved. Any Confidential Information that is not returned or destroyed, including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in these Standard Terms.

7. Disclaimer.

THE SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INOPERABILITY OF THE SERVICES OR FOR ANY LOSS OF INFORMATION OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND. ANY USE BY CUSTOMER OF THE SERVICES IS AT CUSTOMER'S OWN RISK. ANY MODIFICATION OF THE SERVICES OR COMBINATION OF THE SERVICES WITH ANOTHER PRODUCT OR SERVICES, EXCEPT AS SPECIFICALLY AUTHORIZED BY COMPANY IN WRITING, SHALL VOID ANY WARRANTY. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ISSUES WITH THE SOLUTION THAT ARISE FROM ANY MATERIALS OR DATA PROVIDED BY CUSTOMER, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS (INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY DATA PROVIDERS).

IN THE EVENT CUSTOMER ELECTS TO UTILIZE THE MPC SOLUTION, EITHER AS A BUYER OR A SELLER, CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING: (I) THE INVENTORY MADE AVAILABLE THROUGH THE MPC (INCLUDING THE QUALITY OF SUCH INVENTORY OR PERFORMANCE THEREOF); (II) ANY DATA OR INFORMATION TRANSMITTED, COLLECTED, PROCESSED OR EXCHANGED AS PART OF THE SOLUTION; OR (III) THE CREDITWORTHINESS OR FINANCIAL STANDING OF ANY BUYER OR SELLER. IN THE EVENT CUSTOMER REQUIRES SPECIFIC ADDITIONAL TERMS OR CONDITIONS GOVERNING THE PURCHASE

OR SALE OF INVENTORY, CUSTOMER MAY NEGOTIATE AND ENTER INTO A SEPARATE AGREEMENT DIRECTLY WITH A PARTICULAR MPC BUYER OR SELLER, AS THE CASE MAY BE.

8. Indemnification.

(a) Customer agrees to indemnify, defend and hold harmless Company and its officers, directors, employees, and affiliates (each, an “**Company Indemnitee**”) from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees (collectively, “**Losses**”) awarded against an Company Indemnitee arising out of or resulting from any third party claim, suit, action or proceeding (each, an “**Action**”) arising out of or resulting from (i) Customer use of the Services and Company Data in breach of these Standard Terms or a Purchase Order, including a breach of any representation or warranty contained herein, except to the extent caused by a breach of these Standard Terms or Purchase Order by Company, (ii) the data Customer collects, processes, shares or exchanges as part of Customer’s use of the Services, or (iii) Customer’s gross negligence or willful misconduct.

(b) Company agrees to indemnify, defend and hold harmless Customer, and Customer’s officers, directors, and employees (each, a “**Customer Indemnitee**”) from and against any and all Losses awarded against a Customer Indemnitee arising out of or resulting from any third party Action arising out of or resulting from (i) a claim that the Services, as provided by Company without alteration by Customer, directly infringes upon any third party copyright, trademark, trade secret, or patent, (ii) Company’s breach of these Standard Terms or a Purchase Order, or (iii) Company’s gross negligence or willful misconduct. This Section 8(b) shall not apply to the extent any Losses arise from: (a) Customer’s use of the Services and Company Data in breach of these Standard Terms or a Purchase Order; or (b) the combination, operation, or use of the Services with any product or services not provided or authorized by Company.

(c) If the Services should become the subject of any copyright, trademark, trade secret or patent infringement claim subject to indemnification as set forth above, or Company reasonably believes that such event is likely to occur, Company, at its expense and discretion, will either: (i) secure for Customer the right to continue using the Services; (ii) replace or modify the Services so as to make it non-infringing; or (iii) if Company determines in its sole discretion that it is not commercially practicable for Company to achieve (i) or (ii) above, Company will have the right to terminate these Standard Terms and any Purchase Orders and provide Customer with a pro rata refund of any pre-paid portion of the Fees (if any). The foregoing states the entire liability of Company, and Customer sole and exclusive remedy, with respect to infringements of any copyrights, trademarks, trade secret or patents by the Services.

(d) The indemnifying party’s obligations are conditioned upon the indemnified party: (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity; (ii) granting complete control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party, at the indemnifying party’s expense, in defense and settlement of such claim, action, suit or proceeding. The indemnified party may participate in any action, at its own expense, with its own counsel. The indemnifying party will not acquiesce to any judgment or enter into any settlement unless it secures a full and final release of all claims against the indemnified party.

9. Limitation of Liability. EXCEPT FOR EITHER PARTY’S OBLIGATIONS OF INDEMNIFICATION, A BREACH OF CONFIDENTIALITY, A BREACH OF EITHER PARTY’S OBLIGATIONS RELATED TO DATA PRIVACY PURSUANT TO APPLICABLE LAW, OR VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, DATA, BUSINESS OR PROFITS OR COSTS OF COVER) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR A PURCHASE ORDER OR THE USE OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND (B) EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO COMPANY BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING THE FOREGOING, EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING FROM CAUSES OF ACTION RELATED TO A PARTY’S INDEMNIFICATION OBLIGATIONS AND/OR A BREACH OF A PARTY’S DATA PRIVACY OBLIGATIONS PURSUANT TO APPLICABLE LAW, WILL BE LIMITED TO AND WILL NOT EXCEED THREE (3X) TIMES THE FEES PAID TO COMPANY BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY COSTS OF MEDIA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR A PURCHASE ORDER OR THE USE OR PERFORMANCE OF THE SERVICES

10. Personal Data. In providing the Services hereunder Company will collect and analyze the following personal data: (i) log file data, including IP address, operating system, browser type, browser id, device id, date/time of visit, and pages visited; (ii) location data, including general (i.e., non-precise) geographic location based on IP address or more precise location when accessing our online services through a mobile device; and (iii) audience viewer data, including content category, genre, content rating, and series/title information (“**Customer Data**”). The collection and use of such Customer Data in connection with the Services hereunder shall be further governed by the Data Protection Terms set forth at <https://www.getpublica.com/eu-data-protection-terms>, which shall be incorporated into these Standard Terms and form an integral part of these Standard Terms. Notwithstanding the foregoing, Integral Ad Science, Inc. shall act as the Data Importer and/or Service Provider, as applicable, in the Data Protection Terms.

Solely where Customer uses the Verification Measurement solution, Company will collect and analyze the following personal data relating to digital advertisements served by Customer: (i) pseudonymous identifiers (e.g., IP addresses); and (ii) other data relating to a particular device used to navigate the internet, including non-precise location information (derived from IP address intelligence), activity related to digital advertising displayed on the device, and details related to the website or mobile app where the digital advertising was displayed (“**Ad Performance Data**”). The collection and use of Ad Performance Data in connection with the Services hereunder shall be further governed by the Data Protection Terms set forth at https://go.integralads.com/rs/469-VBI-606/images/IAS_Global_Client_Data_Processing_Agreement.pdf, which shall be incorporated into these Standard Terms and form an integral part of these Standard Terms.

For purposes of the EU Standard Contractual Clauses, Italy shall be the competent supervisory authority pursuant to Clause 13 and Annex II to the Standard Contractual Clauses, Italian law shall govern, pursuant to Clause 17, and Italian courts will have forum and jurisdiction with respect to disputes arising from processing under the Standard Contractual Clauses, pursuant to Clause 18.

For purposes of clarity, except as provided in these Standard Terms, the Customer Data does not contain any names, phone numbers, e-mail addresses or other contact details or information. Furthermore, Customer agrees that it will not pass to Company any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations on the processing of such data.

Company may use Customer Data, Ad Performance Data (if applicable), as well as any other data collected, provided, or shared by Customer with Company as part of the Services to the extent necessary to provide the Services to Customer. In addition, Company may use such data in aggregated, anonymized form for the purpose of incorporating such data (along with information collected from other Company customers) in Company’s products and services and its marketing and benchmark materials.

11. Term and Termination.

(a) This Standard Terms shall commence on the Effective Date and shall continue until such time as all outstanding Purchase Orders have expired or been terminated.

(b) Unless expressly agreed otherwise, a Purchase Order shall commence on the effective date noted therein and shall continue for one-year (the “**Initial Term**”). After the expiration of the Initial Term, the Purchase Order shall automatically renew for successive one-year periods (each a “**Renewal Term**”) unless either party gives not less than sixty (60) days’ prior written notice of its intention not to renew. The Initial Term and any Renewal Term shall be referred to collectively as the “**Term**”.

(c) Purchase Orders shall terminate thirty (30) days after a party’s receipt of written notice that such party is in material breach of any of the terms or conditions set forth therein or in these Standard Terms, unless such party cures such breach within said thirty (30) day period. Notwithstanding the foregoing, in the event Company determines, based on its reasonable, good faith judgment, that such breach by Customer is not curable within such thirty (30) day period, Company may terminate the Purchase Order and these Standard Terms immediately upon notice to Customer of such incurable breach.

(d) In addition to any other termination rights Company may have pursuant to these Standard Terms, Company may immediately suspend Customer’s use of the Services, without notice, (a) if deemed reasonably necessary by Company to prevent any harm to Company’s network, its business, reputation or its other customers, or (b) if Customer’s fail to pay any undisputed invoice within the time period set forth in Section 4 of these Standard Terms. When reasonably practicable and lawfully permitted, Company will provide Customer with advance notice of any such suspension. Company will use reasonable efforts to re-establish the Services promptly after it determines that the issue

causing the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer from its obligation to make payments under these Standard Terms and any Purchase Order.

(e) During the Term, Company may immediately suspend Customer's use of the Services upon written notice to Customer of the occurrence of a GIVT/SIVT Trigger Event. For purposes of these Standard Terms, a GIVT/SIVT Trigger Event occurs when (a) Company detects (and provides written notice to Customer of) GIVT (General Invalid Traffic) and/or SIVT (Sophisticated Invalid Traffic) within Customer's inventory, measured in accordance with the Media Rating Council (MRC) standard for Invalid Traffic Detection and Filtration Guidelines, on 20% or more of Customer's ad impressions. In the event Customer fails to provide evidence of significant improvement in reducing such GIVT and/or SIVT measurements detected by Company within thirty (30) days of receiving such notice from Company, Company may immediately terminate these Standard Terms and all Purchase Orders.

(f) All provisions of these Standard Terms which by their nature should survive termination shall survive termination.

12. Export Controls, Sanctions, and Anti-Corruption Laws. Customer shall not export, re-export, transfer, or use the Services in violation of (i) the Export Administration Regulations or any other applicable export controls, (ii) applicable economic sanctions laws, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") (collectively, "**Sanctions**"), or (iii) the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable laws related to the prevention of corruption or bribery. Customer shall ensure that the Services are not provided to or used or accessed by any person who is subject to Sanctions, including those on OFAC's Specially Designated Nationals and Blocked Persons List, or (ii) persons resident, located, or organized in any country subject to comprehensive Sanctions. Company shall have the right to immediately terminate Services should a breach of the foregoing terms occur.

13. Feedback. Customer may at its sole discretion provide comments and/or feedback to Company, including, but not limited to, ideas, suggestions, improvements, comments, errors, bug reports and other feedback with regard to the Services (collectively, "**Feedback**"). Notwithstanding, anything to the contrary herein, Company shall have the right to retain, use and incorporate Feedback into its products and Services during and after the Term, without payment of royalties or other consideration to the Customer.

14. Publicity. Neither party shall (a) make any public statements or announcements, or statements to third parties, regarding the Services provided by Company under these Standard Terms, or (b) use the other party's trademarks or logos, in each case, without obtaining prior written approval from the other party in each instance; provided that without such approval, Company may list Customer's name and use Customer's logo in Company's list of customers.

15. Assignment. Neither party shall have the right to assign any of its rights or delegate any of its obligations under these Standard Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that: (i) either party may assign its rights and obligations to a successor to substantially all its relevant assets or business or equity securities upon prior written notice to the other party; and (ii) Company may assign its rights and obligations to an affiliated entity that is owned or controlled by, or under common ownership or control with, Company upon prior written notice to Customer. Nothing in the foregoing prohibits Company from engaging subcontractors to perform Services provided that Company shall remain liable to Customer for any such subcontractor's Services and work product. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

16. Force Majeure. With the exception of a party's payment obligations hereunder, neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

17. Miscellaneous. These Standard Terms, including any attached exhibits which are hereby incorporated by reference into these Standard Terms, are the entire agreement between Customer and Company with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Company with respect to the Services or any other of the subject matter hereof. No amendment or modification of these Standard Terms shall be made except by a writing signed by both parties. If any provision of these Standard Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Standard Terms will otherwise remain in full force and effect and enforceable. No failure of Company to enforce any of its rights under these Standard Terms will act as a waiver of such

rights. No agency, partnership, joint venture, or employment relationship is created as a result of these Standard Terms and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under these Standard Terms, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under these Standard Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service to the address specified in these Standard Terms or such other address as may be properly specified by written notice hereunder. The Standard Terms shall be governed by the laws of the State of New York without regard to its conflicts of law provisions and each party consents to exclusive jurisdiction and venue in the courts located in New York County, New York.

EXHIBIT A DESCRIPTION OF SOLUTIONS

- *Ad Platform* - enables Customer to put compatible video buyers listed in the bidders tab of the Publisher UI and the campaigns configured within the campaigns tab of the Publisher UI (i.e., direct campaigns) in competition for a piece of video Inventory.
- *Server-Side Ad Insertion (SSAI)* - enables Customer to stitch a content stream with an advertisement.
- *Audience Manager* - enables Customer to deliver ads targeted against any First Party Segment or Third Party Segment. As used herein, "First Party Segment" means a segment of inventory built from Customer's data, and "Third Party Segment" means an audience segment built from a data provider integrated within the Company system.
- *Context Manager* - enables Customer to deliver ads targeted against any contextual First Party Segment or contextual Third Party Segment.
- *Elea AI* - Company's machine learning algorithm that seeks to detect logos within ads and deduce the advertiser and IAB category of an ad.
- *Verification Measurement* - enables Customer to apply verification measurement to all or part of its inventory ("First Party Measurement") and enables Customer to access aggregated advertiser verification measurement across its inventory ("Third Party Measurement").
- *Managed Platform Connection* - a connection created between two customers for exchanging data, e.g., in a buyer/seller relationship, allowing one customer (the seller) to make its inventory available to another customer (the buyer) for that customer to access, purchase, and monetize.
- *White-Labeled Interface* - a version of the Publisher UI branded to Customer's specifications. Use of the White-Labeled Interface is subject to the additional terms and conditions below.

Subject to the fees indicated in the Purchase Order, the parties will collaborate to create a custom version of the Publisher UI for inventory management and ad serving solutions. This custom version will include the following:

(a) Customer logo and color scheme (primary and secondary colors). Customer will provide Company with a stylesheet outlining the changes to the visual representation of the UI (the "**Skin**") for the White-Labeled Interface. The Skin will extend to all internal and external reports generated by the White-Labeled Interface including: (a) any reporting (whether emailed to Customer or downloaded by Customer), and (b) all Client facing pages, links and redirects accessed from the White-Labeled Interface, including pages related to the management of the solution for the Client.

(b) Company will support a vanity domain for all pages and instances and endpoints created under the White-Labeled Interface to be directed under the Customer domain or subdomains. Customer will provide all DNS/Redirect information as requested and required by Company.

(c) During the Term, Company will provide software updates to custom versions in production when they become available and shall ensure that the Services retains similar performance, features, and integrations as non-custom versions of the system.

(d) Company will provide master accounts that will allow dedicated account creation within the White-Labeled Interface. Customer will be able to access and manage all Client accounts in the same fashion that Company is able to manage Customer Accounts in non-White-Labeled Instances.

In the event Customer elects to use the White-Label Interface, Customer will be fully responsible for Client's use of the Services in compliance with these Standard Terms. Any breach by Client of these Standard Terms shall be deemed a breach by Customer of those provisions, and Company may seek any relief from Customer it would similarly be entitled to under the Standard Terms if Customer had breached such provisions. As used herein, "**Client**" shall refer to a third party brought to Company by Customer.

Dated: October 11, 2022
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