CONTENTSQUARE MASTER SERVICE AGREEMENT

Each Order Form signed by Customer and Content Square SAS, a company incorporated in France under number 503 916 033 RCS Paris, with an address for the purposes of this Agreement at 7 rue de Madrid – 75008 Paris – France, is subject to the terms and conditions of this Master Service Agreement (hereafter these “Terms and Conditions”, and together with the Order Form, the “Agreement”).

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CONTENTSQURE AND CUSTOMER. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM. BY SIGNING AN ORDER FORM, OR ACCESSING OR USING ANY PRODUCT OR ADDITIONAL SERVICE, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THESE TERMS AND CONDITIONS AND THE ORDER FORM(S), AND HAS READ AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ORDER FORM IN THEIR ENTIRETY. CUSTOMER ACKNOWLEDGES THAT THE SPECIFIC TERMS AND CONDITIONS OF THE ORDER FORM(S) ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT AS IF SET FORTH FULLY HEREIN.

1. DEFINITION AND RULES OF INTERPRETATION

1.1. “Account” means an account with Contentsquare to use the CS Digital Experience Platform (“CS Solution”).

1.2. “Additional Services” means those professional services provided in accordance with Section 4, as more particularly described in the Order Form. Such Additional Services may include, without limitation: (i) training services, (ii) assistance with the implementation of the Script(s), (iii) set-up of the CS Solution, (iv) provision of comprehensive audit analysis reports of data collected by the CS Solution; and (v) support and maintenance services.

1.3. “Affiliate” means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.4. “Agreement” means this Master Services Agreement and its exhibits, together with any completed and signed Order Form(s) incorporated by reference.

1.5. “Confidential Information” means all information provided directly or indirectly by a Party (the “Disclosing Party”), to the other party (the “Receiving Party”) before, on or after the date of this Agreement, whether orally or in writing, which is of confidential nature or which would be reasonably considered as being confidential. Confidential Information shall include, without limitation, information relating to this Agreement which is not generally known to the public, non-public financial information/data, business plans or methods, marketing strategies, sales projections, supplier lists/names, and Customer Data. Provided that for all intents and
purposes, Confidential Information shall not be construed to include any information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

1.6. “CS Solution” means the products ordered by Customer under this Agreement, as described in an Order Form, including upgrades and updates thereto that are made available by Contentsquare from time to time.

1.7. “Customer” means any entity that purchases the CS Solution, as more particularly detailed in the Order Form.

1.8. “Customer Data” means, when applicable, (i) the data, materials or information provided or inputted by or on behalf of Customer or a User for the purpose of accessing and using the CS Solution, in any all forms; (ii) Visitor Data; (iii) User Data; and (iv) all information derived from the foregoing, including results of processing the foregoing through the CS Solution.

1.9. “Customer Site(s)“ means those website URL(s) and/or native mobile application(s) (as applicable) owned and operated by Customer or a Customer Affiliate on which Customer elects, and Contentsquare agrees, to implement the Script(s) and provide the CS Solution, as detailed in the Order Form. For the avoidance of doubt, the CS Solution shall not operate for any Customer website or mobile app not listed in an Order Form unless otherwise explicitly agreed to in writing by Contentsquare.

1.10. “Data Protection Laws” means any local laws, rules and regulations, as well as foreign laws and government-issued rules, regulations, guidelines, directives and requirements currently in effect or later implemented, modified, or amended, as they become effective that relate in any way to the privacy, security and processing of personal data, including data protection laws and their regulation in any jurisdiction applicable to the Parties.

1.11. “Documentation” means any and all guides, user manuals, and other technical requirements applicable to the CS Solution provided by Contentsquare to Customer under this Agreement, including any updates as provided from time to time to Customer.

1.12. “Fees” means all fees payable by Customer to Contentsquare as set out in the Order Form.

1.13. “Initial Term” means the initial term set out in the Order Form, commencing on the Order Form Effective Date.

1.14. “Intellectual Property Rights” means all intellectual property rights in any part of the world, including, without limitation, patents, rights to inventions, utility models, copyright and related rights, trade and service marks, trade, business and domain names, rights in trade dress, rights to goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semiconductor and topography rights, moral rights, rights
in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist or may subsist now or in the future.

1.15. “Page View” means a single occurrence on a Customer Site created by a Visitor’s interaction with such Customer Site which provides new information for Contentsquare to collect and process. The maximum number of Page View on Customer Site(s) is set out in the Order Form. Any visitor-interaction-triggered dynamic elements or other web technology that causes a change in the content of the webpage but not the actual URL of the webpage shall be considered as a separate Page View.

1.16. “Order Form” means a written ordering document for the CS Solution (and Additional Services if and when applicable) that is signed by the Parties, which together with this Agreement form a separate and independent agreement between Contentsquare and the Customer signing such Order Form.

1.17. “Order Form Effective Date” means the effective date of an Order Form specified in such Order Form.

1.18. “Renewal Term” means the period described in Section 13.1 of these Terms and conditions.

1.19. “Permitted Personal Data” means only such Visitor personal data that the CS Solution is designed to collect, namely, IP address, online unique ID (Cookie ID), and online behavioral data.

1.20. “Script(s)” means the JavaScript generated by Contentsquare and provided to Customer which, when implemented on Customer Site(s), interacts with the CS Solution and enables the CS Solution to function including, without limitation, for the purpose of blocking of personal data other than Permitted Personal Data.

1.21. “Term” means the Initial Term together with any subsequent Renewal Term(s).

1.22. “Users” means any and all employees, agents and independent contractors of Customer or a Customer Affiliate who are given access to the CS Solution in accordance with this Agreement, authorized to that purpose either by Customer or by a Customer Affiliate.

1.23. “User Data” means, when applicable, the data relating to the User of the CS Solution collected or received by Contentsquare in connection with their use of the CS Solution including, but not limited to, name, email address, IP address, Cookie ID, usage and online behavioral data.

1.24. “Visitor” means a visitor of the Customer Site(s).

1.25. “Visitor Data” means, when applicable, the data relating to a Visitor collected or received by Contentsquare in connection with Customer’s use of the CS Solution including (i) such technical information of a Visitor’s system (e.g., OS, IP address, cookie ID, Screen Resolution,
2. SUBSCRIPTION AND ACCOUNT

2.1. Contentsquare shall, during the Term, provide Customer with access to the CS Solution as described in the Order Form, in accordance with the terms of this Agreement.

2.2. To access and use the CS Solution, Customer must set up an Account. When setting up the Account, Customer must provide current, complete, and accurate information. Customer shall be responsible for maintaining the security of the Account, log-in information and password(s), and shall take all reasonable necessary steps to protect the Account password from loss, theft, or unauthorized disclosure. Customer is fully responsible for its own and its Users’ and Representatives’ use of the Account in accordance with the terms of this Agreement. Without limiting its information security obligations under this Agreement, Contentsquare shall not be liable for any loss and/or damage resulting from Customer’s failure to comply with this Section 2. Each Party agrees to notify the other Party promptly upon learning of any known unauthorized access or use of the Account or any other breach of security of the Account.

3. CUSTOMER’S USE OF THE CS SOLUTION

3.1. Subject to this Agreement (including payment of the Fees by Customer), Contentsquare hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable, (except as provided herein) right and license to: (i) copy, install and integrate the Script(s) with the Customer Site(s), and (ii) access and use the CS Solution as a software as a service (SaaS) solution for enterprise, in each case, in accordance with the terms of the Agreement and any Documentation, during the Term only.

3.2. Customer hereby agrees that Customer shall not, nor shall Customer allow any third party, its Users or Representatives to (or attempt to): (i) modify, adapt, frame, mirror, display, republish, download, translate or otherwise create derivative works of the CS Solution; (ii) reverse engineer, de-compile, disassemble, reverse compile or otherwise attempt to discover the source code of the Script(s) or the CS Solution or any part thereof; (iii) rent, lease, sell, assign, sublicense or otherwise transfer rights in the CS Solution (except as otherwise permitted in this Agreement); (iv) use the CS Solution or any part thereof to provide services to third parties; (v) remove any proprietary notices or labels on the CS Solution or placed by the CS Solution or any part thereof; (vi) use, post, transmit or introduce any device, software or routine in a manner intended to interfere or attempt to interfere with the operation of the CS Solution or any part thereof; or (vii) use the CS Solution or any part thereof for illegal purposes.

3.3. Customer shall use the CS Solution solely for Customer’s internal business operations, in accordance with the terms and conditions of this Agreement and the Documentation. Customer shall not: (i) make the Script(s) or the CS Solution available for timesharing, application service provider or service bureau use for the benefit of third parties; (ii) use the Script(s) or the CS Solution outside of the scope of the license granted hereunder; or (iii) use the Script(s) or the CS Solution after the expiration or termination of this Agreement. Customer acknowledges and understands that continued use of the CS Solution after the expiration or
termination of this Agreement may cause irreparable harm to Contentsquare, and accordingly, Contentsquare may take any and all actions necessary and appropriate to protect its rights.

3.4. Contentsquare may, at its sole discretion and without liability and without being subject to damages, or prejudice to its other rights under this Agreement, disable Customer’s and/or any Users’ access to the Script(s) or the CS Solution in the event of any breach or reasonably suspected breach of this Section 3 by Customer or its Users.

3.5. Customer may permit its applicable third-party consultants and contractors and/or its Affiliates (“Representatives”) to exercise all of the rights and licenses to the CS Solution and the Script(s) granted to them herein solely for the benefit of Customer’s internal business needs. Use of, or access to the CS Solution by such Representatives shall not be deemed to modify any of the subscription terms, limitations or restrictions as set forth in an Order Form. If Customer permits Representatives to access or use the CS Solution pursuant to the foregoing, Customer shall ensure such Representatives comply with the terms of the Agreement and shall remain in any event liable for any acts or omissions of its Representatives in breach of this Agreement with respect of their use of the CS Solution.

3.6. Each Party warrants that it shall comply with all applicable laws, rules and regulations in its provision, use of or access to the CS Solution, the Script(s), and the Additional Services.

3.7. Customer may require the CS Solution to interact with any other products, technology and/or services separately purchased (outside of an Order Form) and installed by Customer from certain third parties (each a “Third-Party Product”) and Contentsquare may provide certain integration capabilities in order to allow such interactions (“Integrations”). When Customer accesses any such Third-Party Product or uses the Integrations, it does so at its own risk. Any use of a Third-Party Product is subject solely to the terms and conditions governing such Third-Party Products (and Customer shall materially comply with such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Product, is between Customer and the relevant third party, and not with Contentsquare. Contentsquare makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product, Integration or any contract entered into and any transactions completed by Customer with any such third party. Customer acknowledges that use of the Third-Party Products or Integrations may involve the exchange of Customer Data with the CS Solution. Customer acknowledges and agrees that, if Customer or a User installs or enables a Third-Party Product or Integration, Customer grants Contentsquare permission to allow the provider of such Third-Party Product to access Customer Data solely to the extent required for the interoperation of the Third-Party Product with the CS Solution and as Customer authorizes or directs. Without limiting the generality of the foregoing, if Customer subscribes in an Order Form to any Third-Party Product or Integration, Customer is expressly agreeing to be bound by the terms and conditions applicable to such product and/or services.

3.8. Contentsquare may use such third-party service or product including: (i) its service partner, Converteo, and (ii) others as listed and found at the following URL: https://contentsquare.com/privacy-center/subprocessors/, in support of the CS Solution and
Addition Services. Contentsquare shall remain responsible for the performance by such sub-processors or sub-contractors, and their compliance with all obligations under this Agreement.

3.9. If Customer is an agency or is otherwise providing services for the benefit of a third party (“Third Party”), Customer represents and warrants that (i) Customer is authorized to act on behalf of the Third Party, and (ii) collect and view Customer Data belonging to the Third Party in connection with Customer’s use of the CS Solution. Customer shall ensure that each Third Party agrees to comply with the terms of the Agreement, provided however, that Customer shall remain liable for any acts, omissions or breaches of the Agreement by such Third Party.

3.10. Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback, excluding Customer Data, to Contentsquare with respect to the Services (“Feedback”). Contentsquare, in its sole discretion, shall determine whether or not to proceed with the development of the Feedback, including requested enhancements, new features or functionality. Customer hereby grants Contentsquare a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback; and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter thereof.

4. ADDITIONAL SERVICES

4.1. Customer may purchase Additional Services upon mutual agreement of the Parties and execution of one (1) or more separate Order Form(s). Unless otherwise identified in an Order Form, all Additional Services must be used within the term set forth in the Order Form. Any portion of the Additional Services not used within such period shall be automatically forfeited, with no further action required of either Party.

4.2. Contentsquare shall provide the Additional Services in a professional, workmanlike manner and in accordance with generally recognized commercial practices and standards. This warranty is exclusive and in lieu of all other warranties and conditions, whether express or implied. No implied conditions, warranties or other terms shall apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). Contentsquare shall re-perform Additional Services to remedy any breach of warranty without any additional charge to Customer.

4.3. Contentsquare shall deliver all Additional Services remotely from Contentsquare’s offices unless otherwise mutually agreed in writing between the Parties. If any Contentsquare resource is required to travel to Customer’s premises or any other third party premises to deliver the Additional Services to Customer, upon prior written approval of Customer, Customer shall be responsible for all reasonable travel expenses, hotel accommodations, and any other out-of-pocket travel expenses properly and reasonably incurred by Contentsquare in connection with the Additional Services as approved in advance in writing by Customer and in conformance with Customer’s travel expense policy for contractors.
4.4. Contentsquare shall provide Customer with technical support services (“Support Services”) in accordance with the support level set forth in the Order Form (each level a, “Support Package”). The Support Services and Support Packages (“Service Level Commitment”) are further defined at the following link: https://contentsquare.com/legal/support-package-sla/. Contentsquare may update the Support Package from time to time, upon prior written notice to Customer, provided that such updates shall not adversely affect the existing support service levels. Customer shall provide Contentsquare with sufficient data and assistance with respect to any reported issue and shall reasonably cooperate with Contentsquare in order for Contentsquare to comply with its support obligations under the applicable Support Package.

5. PROPRIETARY RIGHTS

5.1. Customer acknowledges and agrees that the Script(s) and the CS Solution and all Intellectual Property Rights in the Script(s) and the CS Solution, including any and all updates, enhancements, derivatives, modifications or improvements thereof created by or on behalf of Contentsquare, are, and shall remain, the sole property of Contentsquare and/or its licensors. Except as expressly stated in this Agreement, this Agreement does not grant Customer any Intellectual Property Rights or any other rights or licenses in respect of the Script(s) or the CS Solution. Contentsquare expressly reserves all right, title and interest in and to any Intellectual Property Rights not specifically granted to Customer herein.

5.2. Contentsquare acknowledges and agrees that Customer (or Customer Affiliate(s) as applicable) remains at any time the sole owner of (or where applicable, must ensure it has a valid license to) the Customer Data, Customer Site(s), and all Intellectual Property Rights in the Customer Data, and other proprietary assets that may be accessed by Contentsquare during the Term of this Agreement. Customer hereby grants Contentsquare and its Affiliates a limited, revocable, non-exclusive, non-sublicensable, worldwide royalty-free, right and license to use the Customer Data and any Intellectual Property Rights therein solely to the extent necessary to perform its obligations under this Agreement during the Term. Customer also grants Contentsquare and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free, right and license to compile and use Customer Data, strictly in order to research, develop, modify, improve or support the services provided by Contentsquare. Contentsquare may also use data in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to identify Customer, Customer’s Users or its Visitors, for benchmarking purposes. In no event shall Contentsquare sell or transfer Customer Data to third parties for any marketing or advertising purposes whatsoever.

6. CONFIDENTIALITY

6.1. The Receiving Party shall use Confidential Information only for the purposes of this Agreement and shall not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this Section 6. The Receiving Party shall treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.
6.2. The Receiving Party may disclose Confidential Information: (a) as approved in a writing signed by the Disclosing Party; (b) as necessary to comply with any law or valid order of a court or other governmental body; or (c) as necessary to establish the rights of either party, but only if, in the case of Section 6.2(b) and Section 6.2(c), the Receiving Party: (i) promptly notifies the Disclosing Party the particulars of the required disclosure, if legally permitted to provide such notice; and (ii) gives the Disclosing Party all assistance reasonably required by the Disclosing Party to enable the Disclosing Party, at Disclosing Party’s sole expense, to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

6.3. The Receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the Recipient under this Section 6.

6.4. Each Party shall advise the other Party immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and it shall reasonably cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

6.5. Upon termination of the Agreement, in whole or in part, each Party shall, within ninety (90) calendar days from the date of termination (or as otherwise agreed as the retention period under this Agreement or the applicable Order Form with respect to Visitor Data), return or destroy all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party’s possession. Notwithstanding the foregoing, any Confidential Information that is stored on routine back-up media for the purpose of disaster recovery and subject to destruction in due course and any latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirements for return or destruction of Confidential Information as set forth by this paragraph but shall still be subject to the non-use and nondisclosure obligations hereunder.

6.6. The provisions of this Section 6 shall survive the expiration or termination of the Agreement for a period of five (5) years except that: (i) any trade secrets (including, but not limited to source codes, technology, algorithms, and protocols) shall be deemed and treated as Confidential Information for as long as such information continues to be protectable as trade secret information under applicable law; and (ii) Customer Data shall continue to be treated as Customer’s Confidential Information indefinitely.

7. PERSONAL DATA AND CUSTOMER DATA

7.1. Contentsquare agrees to: (i) comply with all applicable laws, including but not limited to privacy and Data Protection Laws and regulations; and (ii) maintain a written data privacy and information security program, that includes appropriate physical, technical, administrative, and organizational safeguards, designed to: (a) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (b) protect against unauthorized disclosure, alteration, access to, or use of the Customer Data; (c) ensure the proper disposal of Customer Data; and, (d) ensure that all employees, agents, and subcontractors, if any, comply with all of the foregoing.
7.2. Customer shall use the CS Solution in accordance with all applicable laws, including any applicable privacy or Data Protection Laws. Customer acknowledges and agrees that it is Customer’s responsibility to ensure that Customer’s use of the CS Solution complies with all Data Protection Laws applicable to Customer, including, but not limiting to: (i) providing the appropriate notice to Visitors (e.g., privacy policy conspicuously posted on the Customer Site(s)) that clearly and accurately discloses its privacy practices (including how data is collected and used); (ii) its placement and use of cookies relating to the CS Solution and its use of the CS Solution with respect to the collection of Visitor Data; and (iii) if required by law, obtaining and maintaining a record of consent. Customer warrants it has a valid lawful basis to collect and enable the processing of Customer Data pursuant to the terms of the Agreement. Customer shall not commit any act or omit to act in a way which places or is likely to place Contentsquare in breach of any Data Protection Laws or any other applicable laws or regulations.

7.3. Customer agrees and acknowledges that the CS Solution is not intended for the collection of any personal data from Visitors other than the Permitted Personal Data which is necessary for the provision of services under this Agreement and the parties acknowledge Contentsquare is collecting, unless Contentsquare has provided its explicit written consent to such collection. For such purpose, Customer shall prevent the transfer of any such personal data (other than the Permitted Personal Data) to Contentsquare, including, but not limited to, by implementing the appropriate blocking Scripts as provided under the CS Documentation or other available tools and methods, on such relevant areas of the Customer Site(s) and browser back-end where personal data (other than the Permitted Personal Data) may be collected by the CS Solution (e.g., via cookies, JS Error logs or other network communication), inserted by a Visitor (e.g., through keystrokes) or displayed (e.g., prefilled, data within the HTML).

7.4. If it becomes known to either Party that personal data (other than the Permitted Personal Data) has been collected or is being displayed or collected through the CS Solution, then, without limiting any of the rights or remedies available to a Party under the Agreement or under applicable law, the Parties agree to cooperate in good faith to delete any such personal data from the CS Solution. It is hereby clarified that if personal data is required to be removed pursuant to this Section 7.4. and it is not commercially reasonable or technically feasible to delete only the personal data (as shall be determined by Contentsquare), other Visitor Data collected may be deleted in the process.

7.5. Visitor Data collected by the CS Solution shall be available for customer’s use for the duration of the relevant period specified in the Order Form. Following such retention period, Contentsquare shall delete Visitor Data and Visitor Data will no longer be available to the Customer and will be deleted no later than by thirteen (13) months following its collection.

7.6. In respect of the processing of any personal data as defined under the General Data Protection Regulation – (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “GDPR”) the Parties agree that the terms of the Data Processing Addendum signed by the Parties (“DPA”) shall apply. If no DPA is signed by the parties, the terms of the standard Contentsquare Data Processing Agreement (located at: https://contentsquare.com/privacy-center/data-processing-agreement/) shall apply. If applicable, each Party agrees to comply with the terms of the DPA. The DPA shall be incorporated into this Agreement by reference.
Execution of this Agreement and/or any Order Form shall be deemed as execution of the DPA and the Standard Contractual Clauses attached thereto.

8. DATA SECURITY

8.1. Contentsquare shall comply with the Security Standards. Contentsquare shall ensure its subcontractors and other persons or entities who provide services to Contentsquare for delivery to comply with such Security Standards as may be applicable to such subcontractor due to the nature of services provided by the subcontractor.

9. WARRANTIES

9.1. Each of Customer and Contentsquare represents and warrants to each other that: (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation; (ii) it has all requisite corporate power, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors’ rights generally and by general equitable principles; and, (iv) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits, consents and licenses required of it in connection with its obligations under this Agreement.

9.2. Contentsquare represents and warrants to Customer that: (i) the CS Solution, as available to Customer, and the Additional Services shall not infringe, violate or misappropriate upon any third-party Intellectual Property Rights or other proprietary rights; (ii) it shall provide the CS Solution and Additional Services in a competent, workmanlike, and professional manner; (iii) it shall not knowingly introduce any computer viruses, malware, or similar malicious software into Customer's computing and network environment and shall take reasonable steps to ensure such viruses are not introduced through the CS Solution; and, (iv) Contentsquare shall comply with the Service Level Commitment.

9.3. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET OUT ABOVE IN THIS AGREEMENT, CONTENTSQUARE MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS WARRANTIES, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER WITH RESPECT TO THE CS SOLUTION, SCRIPTS, DOCUMENTATION, OR ADDITIONAL SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, CONTENTSQUARE DOES NOT WARRANT THAT THE CS SOLUTION, SCRIPTS, DOCUMENTATION, OR ADDITIONAL SERVICES SHALL MEET CUSTOMER NEEDS, BE ERROR FREE, OR THAT THE OPERATION OF THE CS SOLUTION WILL BE UNINTERRUPTED. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE CS SOLUTION BY CUSTOMER AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CONTENTSQUARE SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO CONTENTSQUARE BY CUSTOMER IN CONNECTION WITH THE CS SOLUTIONS OR ANY
ACTIONS BY CONTENTSQUARE AT CUSTOMER'S DIRECTION. THE CS SOLUTION, SCRIPTS, DOCUMENTATION, OR ADDITIONAL SERVICES ARE PROVIDED TO THE CUSTOMER ON AN “AS IS” BASIS. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES.

9.4. SUBJECT TO THE SERVICE LEVEL COMMITMENT, ACCESS TO THE CS SOLUTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONTENTSQUARE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS FULL KNOWLEDGE OF THE CHARACTERISTICS AND CONSTRAINTS OF THE INTERNET AND IN PARTICULAR THAT INFORMATION AND DATA TRANSMISSION, AND ANTI-INTRUSION SYSTEMS, HAVE A LIMITED RELIABILITY AND TECHNICAL SAFETY LEVEL.

10. INDEMNIFICATION

10.1. Contentsquare shall, subject to the remainder of this Section 10, (i) defend or at its option settle, any claim or suit against Customer on the basis of infringement of any third party’s Intellectual Property Rights by the CS Solution (hereafter “Infringement Claim”); and (ii) indemnify, defend and hold Customer harmless against any damages, costs, and reasonable attorneys’ fees, if any, finally awarded against Customer in connection with such Infringement Claim, provided that: (a) Contentsquare is given prompt notice of any such Infringement Claim specifying the nature of the Infringement Claim in reasonable detail; (b) Customer provides reasonable cooperation to Contentsquare in the defense and settlement of such Infringement Claim; (c) Contentsquare is given sole authority to defend or settle the Infringement Claim; and, (d) except with Contentsquare’s prior written permission, Customer makes no admission, agreement or compromise in relation to the Infringement Claim or otherwise takes any action which would compromise Contentsquare’s defense or settlement of the Infringement Claim.

10.2. In the defense or settlement of any Infringement Claim, Contentsquare shall, at its sole discretion and expense: (i) procure for Customer the right to continue to use the CS Solution in accordance with the terms of this Agreement; (ii) modify or replace the CS Solution, at no additional cost to Customer, provided that any such modification and/or replacement shall not materially adversely affect or reduce the functionalities offered by the CS Solution, so as to avoid the infringement; or (iii) if Contentsquare reasonably determines that none of the actions detailed in the above sub-sections (i) and (ii) of this Section 10.2. are commercially feasible, Contentsquare may terminate this Agreement early, in which case Contentsquare shall refund Customer any prepaid but unused Fees as of the date of termination.

10.3. Notwithstanding the foregoing, Contentsquare shall not be liable for any infringement, to the extent such infringement arises as a result of: (i) any combination of services, software or other materials provided by Customer with the CS Solution and/or the Script(s), to the extent the infringement relates to such combination; (ii) Customer’s use of the CS Solution in a manner not instructed by Contentsquare nor permitted by this Agreement or the Documentation; or (iii) modification of the CS Solution or the Script(s) by anyone other than Contentsquare or Contentsquare’s sub-contractors.

10.4. This Section 10 states the entire liability of Contentsquare and, except for termination rights under this Agreement, the exclusive remedy of Customer with respect to any infringement or
alleged infringement of any third party’s Intellectual Property Rights by the CS Solution any part thereof.

11. LIMITATION OF LIABILITY

11.1. Subject to Section 11.4, this Section 11 sets out the entire financial liability of either Party (including any liability for the acts or omissions of either Party’s employees, agents or sub-contractors) to the other Party arising under this Agreement, including in respect of: (i) any breach of any obligation (whether implied or express) arising out of or in connection with this Agreement; (ii) any use of the CS Solution and the Script(s) by the Customer or any part of them; and, (iii) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with this Agreement.

11.2. Subject to Section 11.4, neither Party shall under any circumstances whatsoever be liable to the other Party for any loss of profit, loss of contracts, loss of business opportunities, loss of revenue, loss of operation time, loss of operational effectiveness, loss of anticipated savings or loss of use of any equipment or process, loss or damage to goodwill and or similar losses or corruption of data or information, pure economic loss or for any incidental, special, consequential or indirect loss or damage howsoever arising under this Agreement.

11.3. Subject to Section 11.4, each Party’s total aggregate liability arising under or in connection with this Agreement or the performance or contemplated performance of this Agreement shall be limited to the Fees actually paid by Customer for the CS Solution under the applicable Order Form during the twelve (12) months immediately preceding the date on which the claim arose.

11.4. Nothing in this Agreement excludes or limits the liability of either Party for: (i) fraud, gross negligence or willful misconduct; (ii) death or personal injury caused by either Party’s gross negligence; or (iii) any other liability which may not be limited or excluded by applicable law.

11.5. Contentsquare shall have no liability for: (i) any damage resulting from any integration by Customer of the Script(s) with Customer Site(s); (ii) any damage caused by errors or omissions in any information, instructions or scripts provided to Contentsquare by Customer in connection with this Agreement; or (iii) any content published on a Customer Site(s) by, or on behalf of, Customer or any actions taken by Contentsquare at Customer’s direction.

12. CHARGES AND PAYMENT

12.1. Customer shall pay the Fees set out in the Order Form(s). All Fees shall be invoiced by Contentsquare in accordance with the provisions of the Order Form(s). Unless otherwise stated in the respective Order Form, payment is due by Customer within thirty (30) days from Customer’s receipt of the invoice. In the event that the Page View limits set forth in an Order Form are exceed during any given twelve (12)-month period of the Term, Customer will be charged over-usage fees accordingly yearly, based on Contentsquare’s then-applicable rate or any overage rate agreed in an Order Form.

12.2. All payments must be made by SWIFT or wire transfer, at the sole cost of the Customer. Contentsquare shall not bear the cost of Customer’s transactions fees related with its payment obligation under this Agreement. Without prejudice to any other rights Contentsquare may have, if Customer fails to make payment in accordance with this Agreement within ten (10)
days of receipt of a written reminder requesting it to comply with its obligations hereunder, then Contentsquare may: (i) charge interest at a monthly rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law on any overdue fees from the due date until the date the overdue amount (plus applicable interest) is paid in full, and/or (ii) suspend access to all or part of the CS Solution until such time as Customer’s obligations have been fully complied with. In the event that Contentsquare fails to amicably recover unpaid fees and charges due by Customer under this Agreement, all costs, fees or expenses that are incurred by Contentsquare arising out of Customer’s failure to make payment in accordance with this Agreement shall be recoverable in full by Contentsquare from Customer.

12.3. The Fees for the Initial Term shall be the prices set out in the Order Form. After the Initial Term, unless otherwise agreed by the Parties under the Order Form, all prices set out in the Order Form with respect to the same scope of services, may be revised annually every 1st of January, not to exceed an increase of 3%.

12.4. All Fees stated or referred to under the Order Form: (i) shall (unless otherwise detailed in the Order Form) be payable in pounds sterling; (ii) are exclusive of value added tax (VAT) and/or any other applicable taxes or charges (including any excise, sales, use or other transaction-based tax, or value added or non-resident withholding tax) which shall be assessed and invoiced separately. To the extent Customer is subject to any state sales tax exemption(s), Customer shall provide Contentsquare with all necessary sales tax exemption documentation and take all such other actions as may be necessary or advisable to cause the purchase of the Services to Customer not to give rise to sales tax liability. Unless an appropriate exemption certificate is provided to Contentsquare upon execution of this Agreement and signed and dated where required, Customer shall be charged and invoiced sales taxes as applicable. For the avoidance of doubt, Customer shall not be responsible for any payment of taxes based on Contentsquare’s net income, payroll, or property; and (iii) are non-cancellable and non-refundable (unless otherwise stated under the Agreement).

12.5. Customer is responsible for providing complete and accurate billing and contact information to Contentsquare and notifying Contentsquare of any changes to such information.

12.6. Any terms and conditions included in a Customer purchase order shall be deemed to be solely for the convenience and no such term or condition shall be binding upon the Parties.

13. TERM AND TERMINATION

13.1. This Agreement shall commence on the Order Form Effective Date and shall continue for the Initial Term. After the Initial Term, this Agreement shall automatically renew for successive periods of the same duration as the paid initial term, unless stated otherwise in the Order Form (each a “Renewal Term”), unless either Party gives written notice to the other to terminate this Agreement not less than ninety (90) days before the end of the Initial Term or any Renewal Term (as the case may be), in which case this Agreement shall terminate at the end of the Initial Term or Renewal Term (as applicable).

13.2. Without prejudice to any other rights or remedies which the Parties may have under this Agreement, either Party may terminate this Agreement without liability to the other upon giving written notice to the other if the other Party is in material breach of this Agreement and the
breaching Party fails to remedy that breach within thirty (30) days after receiving written notice of such breach.

13.3. Either Party may terminate this Agreement, in whole or in part, immediately upon written notice: (i) if required by law, rule or regulation, and (ii) if the other Party is in breach of any confidentiality provisions of this Agreement.

13.4. Upon termination of this Agreement: (i) all rights granted by each Party to the other party under this Agreement shall immediately revert to the granting Party and terminate; (ii) Customer shall delete all copies of the Script(s) from Customer Site(s) and certify thereto in writing to Contentsquare within ten (10) business days of such termination; (iii) all Visitor Data stored in the CS Solution shall be permanently deleted no later than ninety (90) days following the date of termination (unless Customer specifies in writing earlier deletion of Visitor Data by Contentsquare); and, (iv) Customer shall immediately cease all use of the CS Solution and or the Script(s).

13.5. Upon the termination of this Agreement or an Order Form, Customer shall pay to Contentsquare all amounts due and payable pursuant to such Order Form, if any, and if terminated by Customer for cause pursuant to Section 13.2 or 13.3, Contentsquare shall refund to Customer all prepaid amounts on a pro rata basis with respect to the period as of the termination effective date and the expiration of Term.

13.6. All obligations under this Agreement which are expressed, or by their nature are intended, to survive beyond the termination or expiry of an Order Form or Agreement shall survive the termination or expiry of any such Order Form or this Agreement.

14. GENERAL

14.1. Headings. The section headings herein are provided for ease of reference only and shall have no legal effect.

14.2. Force Majeure. Save for an obligation for Customer to pay the Fees under this Agreement, each Party shall not have any liability to the other if it is prevented from performing the Agreement on account of a Force Majeure Event. The term “Force Majeure Event” shall mean any unavoidable cause, event or circumstances beyond a Party’s reasonable control, including, without limitation, acts of war or terrorism, civil or military disturbances, government actions or restrictions, nuclear or natural catastrophes, earthquakes, fires, floods, epidemics, or pandemics. If a Party is not able to perform any obligation or duty hereunder due to a Force Majeure Event, which could not with the exercise of diligent efforts have been avoided, the affected Party shall use its best efforts to mitigate the effects of any such failure or delay in performance. In the event that a Party is subject to a Force Majeure Event, the Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and details of the Force Majeure Event and fees shall be refunded on a pro-rata basis after a period of sixty (60) calendar days in the event the Force Majeure Event persists beyond the notice of the Force Majeure Event.

14.3. Commercial Reference. Customer hereby grants Contentsquare with the right to use and display Customer’s name, logo and/or any other identifying words or marks associated with
Customer, in whole or in part, and in any media for the sole purposes of identifying Customer as a customer of Contentsquare. Customer may withdraw such right for any reason or no reason at all immediately upon written notice to Contentsquare.

14.4. **Contentsquare Customer Loyalty Program.** Unless otherwise stated in the Order Form, Customer agrees that Contentsquare will include Customer as a participant in the Contentsquare’s Customer Loyalty Program (the “Customer Loyalty Program”). Customer will have sole discretion in selecting and approving which of its Users may be included as part of its participation in the Customer Loyalty Program. Customer will have no obligation to provide any minimum or maximum number of such Users to participate in the Customer Loyalty Program and will not be penalized or otherwise liable to Contentsquare in any manner whatsoever with respect to the level of such participation or any results that Contentsquare may expect from participation in its Customer Loyalty Program. Additional information on the Customer Loyalty Program can be found [here](#).

14.5. **Non-Solicitation.** Neither Party shall individually or in concert with any other person or entity, without the prior written consent of the other Party, solicit, either directly or indirectly, on its own behalf or any other’s behalf, any of the other Party’s or their respective Affiliates’ Personnel during the Term of this Agreement and for a period of twelve (12) months thereafter. For the purposes of this Section 14.5, “Personnel” includes any individual or entity a Party employs or otherwise contractually engages as a partner, employee or independent contractor and which the other Party comes into direct contact during the course of this Agreement. The foregoing shall not apply (a) where such Personnel has responded to a bona fide public advertisement, or (b) to search firm engagements initiated by such Personnel, or (c) to Personnel-initiated contact with a Party.

14.6. **Transfer and Assignment.** Neither Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement as a whole without such consent to: (i) any current or future Affiliates (provided that the assigning Party shall remain primarily liable for the performance of the any such Affiliate) or (ii) any person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business.

14.7. **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

14.8. **Severability.** If any provision of the Agreement or the application thereof to any Party or circumstance shall to any extent be declared invalid, illegal or unenforceable in any jurisdiction, that provision shall be severed from the Agreement as to such jurisdiction (but, to the extent permitted by law, not elsewhere), and shall not affect the remaining provisions hereof. The Parties agree to substitute for such provision a valid provision that most closely approximates the intent and economic effect of such severed provision.
14.9. **Nature of Relationship.** The Parties are independent contractors and nothing in the Agreement shall be construed as constituting a partnership, joint-venture, common undertaking or other association between the Parties. Neither Party shall be deemed to be an employee, agent, partner nor legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. The Parties shall take all necessary precautions to ensure that third parties cannot consider the other Party to be their representative or agent.

14.10. **Notices.** Unless otherwise specifically indicated, all notices under this Agreement, the DPA or an Order Form, must be in English, in writing, and addressed as follows: (i) in the case of Contentsquare to legal@contentsquare.com and (ii) in the case of Customer to the postal address or email address detailed in the Order Form, or such other address as either Party has notified the other, in accordance with this Section.

14.11. **Governing Law – Venue.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France without giving effect to any choice or conflict of law provision or rule. In relation to any such dispute or claim, each of the Parties irrevocably agrees that the courts of Paris shall have exclusive jurisdiction to settle any such dispute or claim.

14.12. **Entire Agreement.** This Agreement, and any documents referred to in it, constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter (including any Customer purchase orders). Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), other than as expressly provided in this Agreement. Each Party represents and warrants that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings (or the failure or omission of the other Party to make statements, assurances, representations or undertakings) other than what is expressly set forth in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. This Agreement may be executed and delivered via facsimile or electronic scan (PDF).