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CONTENT SQUARE 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 3/5 boulevard de la Madeleine – 75001 Paris – France (**"Content Square"**), is subject to the terms and conditions of this Master Service Agreement (hereafter these **"Terms and conditions"**, and together with Order Form the "**Agreement**").

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CONTENT SQUARE 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. DEFINITIONS AND RULES OF INTERPRETATION

"Account" shall mean an account with Content Square to use the CS Solution.

"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, (iii) set-up of the CS Solution, (iv) provision of comprehensive audit analysis reports of data collected by the CS Solution; (v) support and maintenance services.

"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.

"Agreement" means these Terms and conditions, together with a completed and signed Order Form.

"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 a confidential nature or which is designated as being confidential. For purposes of this Agreement Customer Data shall be deemed to be Confidential Information. 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;

"CS Solution" means the products ordered by Customer under this Agreement, as described in the Order Form.

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

"Customer Data" means (i) the data inputted by Customer or a User for the purpose of using the CS Solution, and (ii) Visitor Data.

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

"Data Protection Laws" means any local laws, 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.

"Documentation" means any and all guides, user manuals, and other documents provided by Content Square to Customer under this Agreement, including any updates as provided from time to time to Customer.

"Effective Date" means the effective date specified in the Order Form.

"Fees" means all fees payable by Customer to Content Square as set out in the Order Form.

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

"Intellectual Property Rights" means all intellectual property rights in any part of the world, including 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 will subsist now or in the future.

"Monthly Page View (MPV)" means a single occurrence on a Customer Site created by a Visitor's interaction with such Customer Site which provides new information for Content Square to collect and process. The maximum number of Monthly Page Views 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 page but not the actual URL of the webpage shall also be counted as part of the MPV.

"Order Form" means the ordering document for the CS Solution (and Additional Services if and when applicable), which together with these Terms and Conditions form this Agreement.

"Renewal Term" means the period described in Section 13.1 of these Terms and conditions.

"**Restricted Personal Data**" means information that identifies or can be used to identify, contact or locate a specific individual including, without limitation, name, physical address, telephone number, fax number, email address, financial information (including, bank account numbers, credit or debit card information, PINs, or information regulated under the GLBA), health information (including any health insurance information or information regulated under HIPAA), government

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issued IDs (including driver's license number, passport number, national ID number, TIN or EIN number, social security number), medical information, biometric or genetic information, information regarding children (e.g. under the age of 16 or information subject to the Children Online Privacy Protection Act) and any information defined as 'Special Categories of Data' under Article 9 of the GDPR. For the purpose of this Agreement, Restricted Personal Data shall not include IP address (which is anonymised upon collection) and other unique identifiers such as cookie IDs.

 "Script" means the unique JavaScript generated by Content Square 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 Restricted Personal Data.

"Term" means the Initial Term together with any subsequent Renewal Term(s).

"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, authorised to that purpose either by Customer or by a Customer Affiliate.

"Visitor" means a visitor of the Customer Site/s.

"Visitor Data" means the data relating to a Visitor collected or received by Content Square in connection with Customer's use of the CS Solution including (i) such technical information of a Visitors system (e.g., OS, IP, cookie ID, Screen Resolution, Time Zone), (ii) information related to a Visitor's activity on Customer Site/s (e.g., mouse clicks, scroll moves, clicks, taps, browsed pages), and (iii) without derogating from Section 7, Restricted Personal Data.

Section and schedule headings are for informational and organisational purposes only and shall not affect the interpretation of this Agreement.

Unless otherwise provided in this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender. The word "including" or "includes" means "including, but not limited to" or "includes, without limitation".

If any term in these Terms and conditions conflicts with any terms or conditions in an Order Form then the Order Form shall prevail (to the extent of any inconsistency).

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. **SUBSCRIPTION AND ACCOUNT**

   2.1.   Content Square shall, during the Term, provide Customer with access to the CS Solution as described in the Order Form, subject to 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 will at all times be responsible for maintaining the security of the Account and shall take all necessary steps to protect the Account password from disclosure. Customer is fully responsible for its own and third party use of the Account. Content Square will not be liable for any loss and/or damage resulting from Customer's failure to comply with this section. Customer agrees to notify Content Square immediately upon learning of any unauthorised use of the Account or any other breach of security.

3. **CUSTOMER'S USE OF THE CS SOLUTION**

   3.1.   Subject to this Agreement (including payment of the Fees by Customer), Content Square hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable right and license to (i) integrate the Script 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 will not, nor will Customer allow any third party to (or attempt to): (i) copy, modify, adapt, frame, mirror, display, republish, download, translate or otherwise create derivative works of the CS Solution or any part thereof; (ii) reverse engineer, de-compile, disassemble, reverse compile or otherwise attempt to discover the source code of the Script or the CS Solution or any part thereof; (iii) rent, lease, sell, assign, sublicense or otherwise transfer rights in the CS Solution; (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 which interferes or attempts to interfere with the operation of the CS Solution or any part thereof; or (vi) use the CS Solution or any part thereof for illegal purposes.

   3.3.   Customer will 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 will not (i) make the Script or the CS Solution available for timesharing, application service provider or service bureau use; (ii) use the Script or the CS Solution outside of the scope of the license granted hereunder; or (iii) use the Script or the CS Solution after the expiration or termination of this Agreement or any Order Form. Customer acknowledges and understands that continued use of the CS Solution after the expiration or termination of this Agreement shall cause irreparable harm to Content Square, and accordingly, Content Square may take any and all actions necessary and appropriate to protect its rights. Content Square 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 or the CS Solution in the event of any breach or reasonably suspected breach of this Section 3 by Customer or its Users.

   3.4.   Customer may permit its applicable third party contractors and/or its Affiliates ("**Representatives**") to access and use the CS Solution on Customer's behalf 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 respect of their use of the CS Solution.

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3.5. Each party will comply with all applicable laws and regulations in its provision, use of or access to the CS Solution.

3.6. Customer may require the CS Solution to interact with any other products, technology and/or services separately purchased or installed from certain third parties (each a "**Third-Party Product**") and Content Square 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 Products 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 Content Square. Content Square 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 between the CS Solution. Customer acknowledges and agrees that, if Customer or a User installs or enables a Third-Party Product or Integration, Customer grants Content Square 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 or as Customer may otherwise authorise or direct. 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.

3.7. Content Square may use such third-party service or product including as listed in the List of Subprocessors, in support of the CS Solution and Additional Services. Content Square will remain responsible for the performance by such subcontractors, and their compliance with all obligations under this Agreement.

3.8. 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 authorised 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.

4. ADDITIONAL SERVICES

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

4.2. Content Square shall provide the Additional Services with reasonable skill and care and in accordance with generally recognised 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). Content Square shall re-perform Additional Services to remedy any breach of warranty.

4.3. Content Square shall deliver all Additional Services remotely from Content Square's offices unless otherwise mutually agreed between the parties. If any Content Square 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 will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Content Square in connection with the Additional Services as approved in advance by Customer.

4.4. Content Square 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**"). Content Square may update the Support Package from time to time, upon prior notice to Customer, provided that such updates shall not adversely affect the existing support service levels. Customer shall provide Content Square with sufficient data and assistance with respect to any reported issue, and shall reasonably cooperate with Content Square in order for Content Square to comply with its support obligations under the applicable Support Package.

5. PROPRIETARY RIGHTS

5.1. Customer acknowledges and agrees that the Script and the CS Solution and all Intellectual Property Rights in the Script and the CS Solution, including any and all updates, enhancements, derivatives, modifications or improvements made thereof, are, and shall remain, the sole property of Content Square 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 or the CS Solution. Content Square expressly reserves all right, title and interest in and to any Intellectual Property Rights not specifically granted to Customer herein.

5.2. Content Square 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 and the Customer Site/s. Customer hereby grants Content Square and its Affiliates a non-exclusive, worldwide royalty-free license to use the Customer Data solely to the extent necessary to perform its obligations or enforce its rights under this Agreement. Customer also grants Content Square and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to compile, use anonymous, aggregated statistics derived from Customer Data, strictly in order to research, develop, modify, improve or support the services provided by Content Square, provided that no such information will directly identify and cannot reasonably be used to identify Customer, Customer's Users or Visitors. In no event will Content Square sell or transfer Customer Data to third parties for marketing or advertising purposes.

6. CONFIDENTIALITY

6.1. The Receiving Party will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorised 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

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as restrictive as those in this section 6 (Confidentiality). The Receiving Party will 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 (1) promptly notifies the Disclosing Party the particulars of the required disclosure; and (2) gives the Disclosing Party all assistance reasonably required by the Disclosing Party to enable the Disclosing Party 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 (Confidentiality).

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 will 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 thirty (30) calendar days from the date of termination (or as otherwise agreed as the retention period under the applicable Order Form with respect to Customer 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.

6.6. The provisions of this Section 6 shall survive the expiration or termination of the Agreement for a period of five 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) Visitor Data shall continue be treated as Confidential Information indefinitely.

7. PERSONAL DATA AND CUSTOMER DATA

7.1. Content Square agrees to: (i) comply with applicable Data Protection and privacy laws and regulations; and (ii) maintain a data privacy and information security program, that includes appropriate physical, technical, administrative, and organisational safeguards, designed to: (a) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (b) protect against unauthorised 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 of 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 (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 appropriate consent from Visitors. 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 Content Square 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 Restricted Personal Data, unless Content Square has provided its explicit written consent to such collection. For such purpose, Customer shall implement the appropriate blocking Scripts on such areas of the Customer Site/s where Restricted Personal Data may be 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 Restricted Personal Data has been collected or is being displayed 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 Restricted Personal Data from the CS Solution. It is hereby clarified that if Restricted Personal Data is required to be removed pursuant to this Section and it is not commercially reasonable or technically feasible to delete only the Restricted Personal Data (as shall be determined by Content Square), other Customer Data collected may be deleted in the process.

7.5. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Customer Data. Customer acknowledges and agrees that while Customer Data is stored solely in the EU, Customer Data may be processed by Content Square, its Affiliates and subcontractors outside the EU. List of locations of such Affiliates and subcontractors can be found in the [List of Subprocessors](). Content Square will provide notice via this link of updates to the list of Affiliates and subcontractors. Customer may subscribe to receive notifications of updates to this list by providing a written request to Content Square via [privacy@contentsquare.com](). Customer may object in writing to the use of a new subcontractors within thirty (30) days following the update of the list by Content Square and such objection shall describe Customer's legitimate reason(s) for objection. If Customer does not object during such time period the new Affiliates or subcontractors shall be deemed accepted. If Customer objects to the use of a new subcontractors, Content Square shall have the right to cure the objection through one of the following options (to be selected Content Square's sole discretion): (i) Content Square will cease to use the new subcontractors with regard to Customer Data; (ii) subcontractors will take the corrective steps requested by Customer in its objection (which steps will be deemed to resolve Customer's objection) and proceed to use the subcontractor to process Customer Data; or (iii) Content Square may cease to provide or Customer may agree not to use (temporarily or permanently) the particular aspect of a Content Square Service that would involve use of the subcontractor to process Customer Data.

7.6. Customer Data collected in connection with Customer's use of the CS Solution shall be retained by Content Square for use by Customer through the CS Solution for the data retention period specified in the Order Form. Following such applicable retention period, Customer Data shall no longer be available to the Customer and shall be deleted.

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8. DATA SECURITY

8.1. Content Square shall comply with the Security Standards within Exhibit A attached hereto ("**Security Standards**"). Content Square shall ensure its subcontractors and other persons or entities who provide services to Service Provider 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 Content Square represents and warrants 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 authorised 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, reorganisations, 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. Content Square warrants that (i) the CS Solution, as available to Customer, and the Additional Services shall not infringe upon any copyright, patent, trade secret, or other proprietary right; (ii) it has the expertise to provide the CS Solution and Addition Services in a competent, workmanlike, and professional manner; and (iii) it will 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.

9.3. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET OUT ABOVE IN THIS SECTION 9, CONTENT SQUARE 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 QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, CONTENT SQUARE DOES NOT WARRANT THAT THE CS SOLUTION, SCRIPTS, DOCUMENTATION, OR ADDITIONAL SERVICES WILL 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. CONTENT SQUARE SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO CONTENT SQUARE BY CUSTOMER IN CONNECTION WITH THE CS SOLUTION OR ANY ACTIONS TAKEN BY CONTENT SQUARE 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 SUPPORT SERVICE, ACCESS TO THE CS SOLUTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONTENT SQUARE 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. Content Square shall, subject to the remainder of this Section 10, 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 "Claim"); and (ii) hold Customer harmless against any damages, costs, and reasonable attorneys' fees, if any, finally awarded against Customer in connection with such Claim, provided that: (a) Content Square is given prompt notice of any such Claim specifying the nature of the Claim in reasonable detail; (b) Customer provides reasonable co-operation to Content Square in the defense and settlement of such Claim; (c) Content Square is given sole authority to defend or settle the Claim; and (d) except with Content Square's prior written permission, Customer makes no admission, agreement or compromise in relation to the Claim or otherwise takes any action which would compromise Content Square's defense or settlement of the Claim.

10.2. In the defense or settlement of any Claim, Content Square 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, 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 Content Square reasonably determines that none of the actions detailed in the above sub-sections (i) and (ii) of this Section 10.2 are commercially feasible, Content Square may terminate this Agreement early, in which case Content Square shall repay to Customer any prepaid but unused Fees as at the date of termination.

10.3. Notwithstanding the foregoing, Content Square will not be liable for any infringement, where such infringement arises as a result of (i) any combination of services, software or other materials with the CS Solution and/or the Script, to the extent the infringement relates to such combination; (ii) Customer's use of the CS Solution in a manner not permitted by this Agreement or the Documentation; or (iii) modification of the CS Solution or the Script by anyone other than Content Square or Content Square's sub-contractors.

10.4. This section 10 states the entire liability of Content Square and 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. 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, including in respect of: (a) any breach of any obligation (whether implied or express) arising out of or in connection with this Agreement; (b) any use of the CS Solution and the Script by the Customer or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with this Agreement.

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11.2. Subject to section 11.4, neither party shall under any circumstances whatsoever be liable to the other 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 of or damage to goodwill and/or similar losses or loss or corruption of data or information, pure economic loss or for any 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 12 months immediately preceding the date on which the claim arose.

11.4. Nothing in this Agreement excludes the liability of either party for: (a) fraud, gross negligence or willful misconduct (b) death or personal injury caused by either party's negligence; or (c) any other liability which may not be limited or excluded by applicable law.

11.5. Content Square shall have no liability for: (i) integration of the Script with Customer Site/s; (ii) any damage caused by errors or omissions in any information, instructions or scripts that may be provided to Content Square 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 Content Square at Customer's direction.

12. CHARGES AND PAYMENT

12.1. Customer shall pay the Fees set out in the Order Form. All Fees shall be invoiced by Content Square in accordance with the provisions of the Order Form. Unless otherwise stated in the Order Form, payment is due by Customer within thirty (30) days from the invoice date. In the event that the Monthly Page View limits set forth in an Order Form are exceeded during any given month of the Term, Customer will be charged overusage fees yearly in arrears, based on Content Square's then-applicable rate or any overage rate agreed in an Order Form.

12.2. Without prejudice to any other rights Content Square 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 Content Square 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.

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 in this Agreement: (a) shall (unless otherwise detailed in the Order Form) be payable in pounds sterling; (b) 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). For the avoidance of doubt, Customer shall not be responsible for any payment of taxes based on Content Square's net income.; and (c) 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 Content Square and notifying Content Square 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 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 Initial Term (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 on giving written notice to the other if:

13.2.1. 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.

13.2.2. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

13.2.3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

13.2.4. the other party becomes bankrupt or goes into liquidation (whether voluntary or compulsory), becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that party or the other party suffers any similar process in any jurisdiction outside of England and Wales; and/or

13.2.5. the other party ceases or threatens to cease carrying on its business, operations or activities.

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

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

13.5. Upon the termination of this Agreement or an Order Form, Customer shall pay to Content Square all amounts due and payable pursuant to an Order Form, if any, and if terminated by Customer for cause pursuant to Section 13.2 or 13.3, Content Square 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. Except as specified in this Section all fees are non-cancelable and non-refundable.

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

14. GENERAL

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 any unavoidable circumstances beyond its control (a "Force Majeure Event"). The affected party will immediately notify the other party of a Force Majeure Event and take such steps as is reasonably practicable to overcome the same. During a period of Force Majeure, the obligations of the affected party shall be suspended to the extent that they cannot be performed.

Commercial reference. Customer hereby grants Content Square 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 Content Square. Customer may withdraw such right for any reason or no reason at all immediately upon written notice to Content Square.

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.

Transfer – Assignment. Neither party may 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 Affiliates or (ii) any person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business.

Amendments - 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.

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.

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.

No Third Party Beneficiary. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999. No third party beneficiaries are created by this Agreement.

Notices. All notices must be in English, in writing, addressed (a) in the case of Content Square to legal@contentsquare.com and (b) 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.

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 German laws 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 Munich shall have exclusive jurisdiction to settle any such dispute or claim.

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EXHIBIT A: Security Standards

1. Content Square designates a fully-qualified employee to coordinate with Customer and provide to Customer, as needed, all information reasonably requested in writing by Customer concerning the processing, storage and protection of Customer Data.

2. Content Square has implemented and maintains a written data information security program for the protection of Customer Data that included appropriate organisational, administrative, technical and physical safeguards and other security measures that are industry standard and commensurate with the nature of the Customer Data processed by Content Square (the "**Information Security Program**"). Content Square's Information Security Program includes regular training of its personnel on those policies, hiring and exit procedures including regular risk assessment of the risks to the security of Customer Data, and shall be updated as necessary with changes in any applicable law. Content Square reserves the right to, and may update or modify such measures from time to time provided that such updates or modifications do not result in any material degradation to the security of Customer Data.

3. Content Square implements appropriate physical, technical and organisational measures to ensure a level of security appropriate to the risk presented by processing Customer Data, in particular from unlawful and unauthorised destruction, loss, disclosure, or access to Customer Data, stored or otherwise processed by Content Square ("**Security Breach**"), including, inter alia, as appropriate: (a) implementation of reasonable and sufficient physical barriers and controls to prevent unauthorised physical access to, or compromise of Customer Data by human or environmental causes; (b) ensuring that only those authorised Content Square representatives gain access to the Customer Data, and taking commercially reasonable steps to prevent unauthorised access to or destruction or loss of any Customer Data; and (c) maintaining a secure processing environment for Customer Data, which includes: (i) timely application of anti-virus updates, system patches, fixes and updates to all operating systems and applications, the implementation of firewalls and other similar measures designed to ensure the confidentiality, integrity, and availability of Customer Data; (ii) encryption of all Customer Data at all times in transit and at rest, using and deploying a commercially acceptable encryption solution; and (iii) secure email (SMTP/TLS) for all Content Square domains.

4. Content Square maintains a business continuity plan so that Customer Data is protected and in the event of a disruption to, or loss of data or CS Solution, delivery of CS Solution and access to Customer Data are restored and continue at the applicable service levels. The plan is being reviewed and approved by management level and tested periodically.

5. If at any time Content Square determines that any individual or entity has attempted to circumvent or has circumvented the security of any computer, system, or device containing Customer Data, or that there has been a Security Breach (each an "**Incident**"), Content Square shall: (a) immediately terminate any unauthorised access and promptly notify Customer in writing of such Incident; (b) promptly investigate and take reasonable steps to remediate the Incident; and (c) cooperate with Customer investigation and provide documentation and assistance as may reasonably be requested by Customer.

6. Upon written request, and no more than once per each calendar year, Content Square shall respond to Customer's reasonable information security questionnaire ("**Security Questionnaire**"). Each calendar year, Content Square shall engage an appropriately recognised accreditor to conduct an audit in accordance with ISO 27001, ISO 27018, SSAE 16/SOC2 Type II, or other similarly-recognised standards (a "**Data Protection Controls Audit**"). Content Square shall cooperate with Customer and, upon reasonable prior notice to Content Square (no less than 14 days), Customer may conduct periodic security scans and audits of Content Square's systems holding or containing any Customer Data, using a third party scanning provider (under confidentiality obligations no less strict than the obligations of Customer under this Agreement) or software, to verify that all necessary security measures have been implemented and are functioning properly, and in any event no more than once per each calendar year (a "**Technology Security Audit**"). Content Square shall promptly address all critical deficiencies, concerns or recommendations arising out of any Security Questionnaire, Data Protection Controls Audit, or Technology Security Audit (each a "**Security Audit**"). If, as a result of any Security Audit, Customer reasonably deem Content Square's security measures insufficient, then promptly following Customer's written request, a senior Content Square executive shall meet with a representative of Customer to discuss the matter in good faith until its conclusion.