HEAP, INC. ADDENDUM TO

STANDARD CONTRACT FOR AWS MARKETPLACE version 2019-04-24

This Contentsquare Addendum ("**Addendum**") is made and entered into by and between Buyer and Heap, Inc. (the "**Licensor**") to that certain Standard Contract for AWS Marketplace accepted and agreed within the AWS Marketplace by Buyer and Licensor.

The terms of this Addendum are incorporated by reference in the Standard Contract. Except as specifically stated herein, each defined term utilized herein shall have the same meaning as is assigned to it in the Standard Contract.

In the event of any inconsistency or conflict between the Standard Contract and this Addendum, this Addendum shall be considered an "amendment" under the Standard Contract and therefore, the terms and conditions of this Addendum shall govern and control pursuant to the order of precedence set forth in Section 1.4 (Agreement) of the Standard Terms. For the avoidance of doubt, the Parties agree that this Addendum shall not be considered prohibited Additional Terms under the Standard Contract

Recital

WHEREAS, Buyer and Licensor desire to affect the license of a SaaS Software Subscription under the terms of the Standard Contract and this Addendum in the manner set forth below.

Agreement

Section 1.2 ("Software Subscription") shall be amended as follows:

1. If Buyer's usage exceeds the relevant Project(s) or Quantity of Units outlined in the order, then Customer agrees to pay Licensor overage fees for such excess use based upon the applicable list price per Unit for any such overage.

2. Licensor shall have sole discretion and authority to approve the products and services, and pricing therefor, included within the applicable Subscription. No change to the products, services, or pricing shall be effective unless confirmed in writing by Licensor.

Section 2 ('Licenses") shall be amended as follows::

1. License for the ordered Subscriptions is non-assignable and non-sublicensable.

2. Buyer may require the Subscription to interact with any other products, technology and/or services separately purchased (outside of a Subscription) and installed by Buyer from certain third parties (each a "Third-Party Product") and Licensor may provide certain integration capabilities in order to allow such interactions ("Integrations"). When Buyer 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

Buyer shall materially comply with such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Product, is between Buyer and the relevant third party, and not with Licensor. Licensor 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 Buyer with any such third party. Buyer acknowledges that use of the Third-Party Products or Integrations may involve the exchange of Buyer Data with the Subscription. Buyer acknowledges and agrees that, if Buyer or a User installs or enables a Third-Party Product or Integration, Buyer grants Licensor permission to allow the provider of such Third-Party Product to access Buyer Data solely to the extent required for the interoperation of the Third-Party Product with the Subscription and as Buyer authorizes or directs. Without limiting the generality of the foregoing, if Buyer subscribes in an Subscription to any Third-Party Product or Integration, Buyer is expressly agreeing to be bound by the terms and conditions applicable to such product and/or services.

Section 5 ('Warranties") shall be amended as follows:

1. Section 5.4 ("Special Remedy for Certain Entitlement Pricing Subscriptions") shall be deleted in its entirety.

Sections 7.2 ("Buyer Data and Buyer Materials") and 7.3 ("System Data") shall be amended as follows:

1. Sections 7.2.3, 7.2.4 and 7.3 shall be replaced in their entirety with the following:
   "Buyer hereby grants Licensor and its Affiliates a revocable, non-exclusive, non-sublicensable, worldwide royalty-free, right and license to use the Buyer Data solely to the extent necessary to perform its obligations under the Standard Contract. Buyer also grants Licensor and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free, right and license to compile and use Buyer Data, strictly in order to research, develop, modify, improve or support the services provided by Licensor, provided that such data is used in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to identify Buyer, Buyer's Users or its Visitors. In no event shall Licensor sell or transfer Buyer Data to third parties for marketing or advertising purposes."

Section 7.6 ("Data Protection Legislation") shall be amended as follows:

1. Section 7.6 shall be deleted in its entirety and replaced with the following provisions:

a) Each party will: (i) comply with its obligations under applicable data protection and privacy laws, and (ii) maintain a security program in accordance with industry standards that protects the security of Confidential Information. Such security program will include appropriate administrative, technical, and physical safeguards. The parties will process personal data in accordance with the Data Processing Addendum, which is incorporated by reference.

b) Buyer acknowledges and agrees that it is Buyer's responsibility to ensure that Buyer's use of the Subscription complies with all Data Protection Laws applicable to Buyer, including, but not limiting to: (i) providing the appropriate notice to Visitors (e.g., privacy policy conspicuously posted on the Buyer 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 Subscription and its use of the Subscription with respect to the collection of Visitor Data; and (iii)

if required by law, obtaining and maintaining a record of consent. Buyer warrants it has a valid lawful basis to collect and enable the processing of Buyer Data pursuant to the terms of the Agreement. Buyer shall not commit any act or omit to act in a way which places or is likely to place Licensor in breach of any Data Protection Laws or any other applicable laws or regulations.

c) Buyer agrees and acknowledges that the Subscription is not intended for the collection of any Restricted Personal Data (other than IP addresses and other unique, non-personal identifiers such as Cookie IDs which are necessary for the provision of services under this Agreement and the parties acknowledge Licensor is collecting), unless Licensor has provided its explicit written consent to such collection. For such purpose, Buyer shall prevent the transfer of any such Restricted Personal Data to Licensor, including, but not limited to, by implementing the appropriate blocking Scripts or other available tools and methods, on such relevant areas of the Buyer Site(s) and browser back-end where Restricted Personal Data may be collected by the Subscription (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).

d) If it becomes known to either Party that Restricted Personal Data has been collected or is being displayed or collected through the Subscription, 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 Subscription. It is hereby clarified that if Restricted Personal Data is required to be removed pursuant to this Section 7.6. and it is not commercially reasonable or technically feasible to delete only the Restricted Personal Data (as shall be determined by Licensor), other Buyer Data collected may be deleted in the process.

e) Buyer Data collected by the Subscription shall be available for Buyer's use for the duration of the relevant period specified in the Subscription. Following such retention period, Buyer Data will no longer be available to the Buyer and will be deleted no later than by thirteen (13) months following its collection.

f) Licensor makes available to Buyer the current list of sub-processors used by Licensor to process Personal Data at https://contentsquare.com/privacy-center/subprocessors/. Any termination right due to a change of subprocessors by Licensor in accordance with the terms of the Standard Contract will be subject to failure by Licensor to cure such objection by any of the following remediation processes (to be selected at Licensor's sole discretion): (i) Licensor shall cease to use the Sub-processor with regard to Buyer Personal Data; (ii) Sub-processor shall take the corrective steps curing the gaps listed by Buyer in its objection (which steps will be deemed to resolve Buyer's objection) and proceed to use the Sub-processor to process Buyer Personal Data; or (iii) Licensor may cease to provide, temporarily or permanently, the particular aspect of a Licensor Service that would involve use of the subcontractor to process Buyer Personal Data.

Section 8 ("Limitations of Liability") and Section 9 ("Indemnification") shall be amended as follows:
1.   Section 8.4 and the related Section 9.5 shall each be deleted in their entirety.

Section 10 ("Term and Termination") shall be amended as follows:

1. This Agreement shall not be effective until confirmed in writing by Licensor.

2. Section 10.2 of the Standard Contract is deleted in its entirety. Termination without cause shall not apply to this engagement or any Subscription ordered by Buyer.

3. Any Subscription will automatically renew for successive periods of the same duration as the initial Subscription term, unless stated otherwise in the Subscription, unless either Party gives written notice to the other to terminate the Standard Contract not less than ninety (90) days before the end of the initial Subscription term or any subsequent renewal term (as the case may be), in which case the Standard Contract shall terminate at the end of the initial Subscription term or any subsequent renewal term (as applicable).

Section 12 shall be amended as follos:

1. The Standard Contract and any dispute(s) or claim(s) arising out of or in connection with it or its subject matter or formation (including non-contractual dispute(s) or claim(s)) shall be governed by and construed in accordance with the laws of the Applicable State without giving effect to any choice or conflict of law provisions or rule (whether of the Applicable State or any other jurisdiction). In relation to any dispute(s) or claim(s), each Party irrevocably agrees that the courts of the Applicable State shall have exclusive jurisdiction to settle any such dispute(s) or claim(s). The Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the services contemplated hereby.

Section XII shall be amended as follows:

"Applicable State" means (i) for US and Canada – State of New York; and (ii) for outside of US and Canada – State of France.

"Buyer Data" means all data, including (i) all text, sound, software, image or video files that are provided to Licensor or its Affiliates or inputted by, or on behalf of, Buyer and its Affiliates for the purpose of accessing and using the Subscription, in any and all forms; (ii) Visitor Data; and (iii) all information derived from the foregoing, including results of processing the foregoing through the Subscription.

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

"Fees" means all fees payable by Buyer to Licensor as set out in the Subscription.

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

"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 Gram-Leach-Bliley Act (GLBA)), health information (including any health insurance information or information regulated under the Health Insurance Portability and Accountability Act (HIPAA)), government 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 sixteen (16) or information subject to the Children Online Privacy Protection Act (COPPA)) and any information defined as 'Special Categories of Data' under Article 9 of the General Data Protection Regulation 2016/679 (GDPR), and any "Personal Information" as defined under the California Consumer Privacy Act (CCPA).

"Script(s)" means the JavaScript generated by Licensor and provided to Buyer which, when implemented on Buyer 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.

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

"Visitor" means a visitor of the Buyer Site(s).

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