

Part 1: General Terms and Conditions for Deep Sync Offerings

I. Introduction – Deep Sync Offerings Covered By these General Offering Terms, Acceptance, Definitions. Capitalized words are defined parenthetically (examples in subsection I.A., below) or in Section I.D., below.

A. **Introduction.** Compact Information Systems, LLC d/b/a “Deep Sync” (“**Deep Sync**,” “**we**,” “**us**,” or “**our**”) makes available a variety of marketing data-related Deep Sync Offerings (the “**Deep Sync Offerings**”) to its Clients, including access to marketing datasets under a variety of Deep Sync owned “**Deep Sync Brands**” (e.g., *AccuData Integrated Marketing*, *ASL Marketing*, *HomeData*) by license, list license or access and use of some of the available marketing datasets through online self-service subscription offerings on a Deep Sync Website such as Deep Sync’s proprietary software as a service Deep Sync One (defined below) for marketing data campaigns within supported third party platforms (e.g., *Meta Platforms, Inc. a/k/a Facebook*). Deep Sync Data Solutions services are described on <https://deepsync.com/data-solutions/> and include *Data Hygiene*, *Data Enrichment*, *Data Modeling*, *Customer Profiling & Analytics*, *Privacy Compliance*, *Data on Demand*, *Data Activation*, and *Identity Resolution*. Finally, Deep Sync also provides some Clients with marketing data subject matter consulting services defined in Section I.D. below as *Deep Sync Professional Services*. These Deep Sync General Terms and Conditions for Deep Sync Data Brands (“**General Offering Terms**”) and applicable terms and conditions specific to such Deep Sync Offerings (“**Offering Specific Terms**”) together are the “**Terms**” and are incorporated by reference into and become a part of each Order the Parties enter into and constitute the Agreement between Deep Sync and Client party to the Order (See definition of “**Agreement**” in Section I.D.1. that follows). Each Agreement governs and applies to Client’s access and use of any Deep Sync Offering pursuant to the Order, including payment of Fees for the same. Section I.D.1., also defines further in more detail what constitutes the Agreement, including the order of priority in case of conflicting terms in the Order, the General Offering terms and other applicable terms defined therein.

B. **Acceptance of and Agreement to the General Offering Terms.** There are two methods in which these Terms will apply to all of the Deep Sync Offerings and Client use of the Deep Sync Websites. The Terms will be agreed as incorporated by reference in an Order that the Parties execute, or with respect to Deep Sync One or any other transaction online between us and Client, by Client directly or through an authorized representative accepting the Terms in an online agreement process within Deep Sync One or any such other Deep Sync Website-based Deep Sync Offering (addressed in more detail in subsection I.C. below). With respect to any simple visitor access to and browsing of any Deep Sync Website that does not require a user to log-in, such browser visit and use of that Deep Sync Website is subject to the Terms. “CLIENT” AS USED IN THE TERMS ALSO INCLUDES THE CLIENT AS WELL AS ANY OTHER PERSON(S), LEGAL ENTITIES OR OTHER ORGANIZATION(S) WHO ARE ACTING FOR OR ON BEHALF THE CLIENT WHEN THEY REGISTER FOR AND USE DEEP SYNC ONE OR ANY OTHER ONLINE DEEP SYNC OFFERING ON BEHALF OF THE PAYING OR PRIMARY CLIENT OR WHEN THEY VISIT ANY DEEP SYNC WEBSITE.

SECTION III.E., SUBPARAGRAPHS 9.(a) AND 9.(b) TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” SET FORTH A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THEM.

C. Acceptance of the Terms Online for Deep Sync One or any Online Deep Sync Offering.

1. BY ACCESSING DEEP SYNC ONE (OR ANY OTHER ONLINE DEEP SYNC OFFERING), OR BY CLICKING OR CHECKING A BOX INDICATING “I AGREE,” “I ACCEPT,” OR ANY SIMILAR EXPRESSION OF AGREEMENT WHILE PURCHASING OR OBTAINING ACCESS TO DEEP SYNC ONE OR ANY OTHER DEEP SYNC OFFERING ACCESSIBLE ONLINE, THE CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE LEGALLY BOUND BY THE TERMS, AND FURTHER HAS READ, UNDERSTANDS AND IS SUBJECT TO THE DEEP SYNC PRIVACY POLICY.
2. IF YOU ACCEPT THE TERMS ON BEHALF OF ANY OTHER PERSON, LEGAL ENTITY, OR OTHER ORGANIZATION THAT IS ACTUALLY THE CLIENT, THEN YOU REPRESENT TO DEEP SYNC THAT YOU ARE LEGALLY AUTHORIZED TO ACCEPT THE TERMS FOR THAT ACTUAL CLIENT. IF THE CLIENT DOES NOT AGREE TO ANY OF THE TERMS, THEN NEITHER YOU NOR THE ACTUAL CLIENT ARE AUTHORIZED TO ACCESS USE DEEP SYNC ONE, OR ANY OTHER DEEP SYNC OFFERING ACCESSIBLE ONLINE, OR ANY DEEP SYNC WEBSITE.
3. FOR CLARITY, THE TERMS IN THIS SECTION I.C. APPLY TO ALL ONLINE DEEP SYNC OFFERINGS WHERE THE TERMS ARE LINKED TO AND ACCEPTED BY THE CLIENT IN THE ONLINE REGISTRATION OR PAYMENT PROCESS. REGARDLESS OF REFERENCE HEREIN ONLY TO DEEP SYNC ONE.

D. Definitions. Words having a specific meaning in these Terms are defined parenthetically throughout (as in Section I.A., above) or as follows in this Section I.D. below.

1. “**Affiliate**” means with respect to a party to this Agreement, an entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such party. For purposes of this definition of Affiliate, “**Control**” (including the terms controlling, controlled by and under common control with) means, with respect to a Party to this Agreement, the possession, direct or indirect, 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.

2. **“Agreement”** means the combination of each Order and the General Offering Terms, any Offering Specific Terms, and any Data Specific Attachment that are included and incorporated into each specific Order to be the Agreement for the transactions under such Order. Certain Deep Sync Data in a Deep Sync Dataset under an Order may also require specific terms and restrictions (more typically required by the third party supplier of the Deep Sync Data) and these may vary over time; thus, these data-specific terms will be described in data specific attachments to an Order (each a **“Data Specific Attachment”**).

Order of Priority for the Agreement. In the event of conflicting terms between the component parts of the Agreement, the order of priority and precedence is as follows: (i) Data Specific Attachments terms prevail over any other conflicting terms, (ii) Order terms prevail over conflicting terms in Specific Offering Terms or General Offering Terms, (iii) Specific Offering Terms prevail over conflicting terms in the General Offering Terms; and (iv) the General Offering Terms and Conditions prevail over any standard, preprinted, or otherwise not expressly agreed upon terms by both Parties in writing.

3. **“Analytics”** means use of the Deep Sync Data to support analytic and measurement applications, including audience counts, creation of general marketing analysis insights, site analytics, post-campaign measurement analytic reports. Deep Sync Data used for Analytics can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.

4. **“Applicable Law”** means applicable law, rule, code, order, treaty, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution issued or enacted by any governmental entity (including any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government) or any court, or government tribunal of competent jurisdiction over any party with respect to their conduct related to the Agreement, including those concerning Data Protection Laws (as defined parenthetically in Section II.E.1.a. of these General Offering Terms, further below).

5. **“Client”** means the individual person, legal entity, or other organization that is Deep Sync’s direct customer who is purchasing access to Deep Sync Offerings, and to which the Agreement applies, whether for the Client’s own internal use or for the Client’s customers if Client is a Reseller.

6. **“Client Data”** means any data or information provided by the Client to be used with the Deep Sync Data or Data Solutions.

7. **“Confidential Information”** is defined in Section II.D.1. below.

8. **“Data Enhancement”** means appending Deep Sync Data to match first party records for use in the conduct of direct mail marketing, digital marketing, modeling, and analytics. Data enhancement can include one or both of appending: a) contact attributes such as name, phone, email, or address; and b) demographic attributes. Any Deep Sync Data used for Data Enhancement can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.

9. **“Deep Sync Data”** means any form of data or information that Deep Sync sources and provides to Client or Client’s designee under an Order as part of a Deep Sync Dataset or included with Deep Sync Data Solutions but excludes any Client Data (defined above) that Client provide to Deep Sync for file enhancement or otherwise.

10. **“Deep Sync Data Solutions”** means specific technology and process enabled solutions that optimize Client Data and Deep Sync Data licensed to the Client under an Order, and include but are not limited to data append, data hygiene, data privacy offerings, identity resolution, modeling - generally any solutions that Deep Sync offers to optimize Processing, enhancing, performing identity resolution, or enabling activation of Client Data. The Deep Sync Data Solutions can be made available through APIs, websites, cloud applications, batch file deliveries, or other methods provisioned to meet a Client’s needs as described in the applicable Order.

11. **“Deep Sync Dataset”** or **“Deep Sync Datasets”** mean any proprietary structured, segmented and organized Deep Sync Data that Deep Sync licenses to or provides access to Client or Client’s designee under an Order. Deep Sync Datasets exclude any Client Data (defined above) unenhanced by any Deep Sync Datasets that Client provided to Deep Sync for Deep Sync Data Solutions or otherwise.

12. **“Deep Sync Dataset License”** or **“Deep Sync Dataset Licenses”** means a Deep Sync Dataset license typically provided in two types of license transactions, either (a) dataset licenses that are larger scale transactions often encompassing a variety of datasets and segments for specific authorized use(s) for an extended license term/period involving a more significant financial commitment for proportional use and benefit, the specific terms of which are agreed pursuant to the applicable Order and (b) data list rentals that are smaller in scale and limited to a specific number of direct marketing campaign licenses uses within a specific short-term period (**“Direct Marketing List License”** or **“Direct Marketing List Licenses”**) documented in an Order for the Direct Marketing List License.

13. **“Deep Sync Offerings”** means any of the Deep Sync offerings in any combination, such as Deep Sync Dataset License(s), Deep Sync Data Solutions, Deep Sync One, other Deep Sync online technology service via a Deep Sync Website or Deep Sync Professional Services.

14. **“Deep Sync One”** means Deep Sync’s proprietary software-as-a-service (or SaaS) offering that incorporates certain Deep Sync Data, Deep Sync Datasets, and Client Data in any combination, for use in marketing campaigns on specifically supported third party networking platforms (e.g., *Meta Platforms, Inc. a/k/a Facebook*).
15. **“Deep Sync One Marketplace”** means the capability in Deep Sync One that enables Clients to access and use in marketing campaigns marketing data from independent third party data vendors (each an **“IDV”**) who use Deep Sync One as a marketplace to host their marketing data for use in Client marketing campaigns enabled by Deep Sync One. In short, the Deep Sync One Marketplace is Deep Sync One but using IDV marketing data that is hosted and used in campaigns in Deep Sync One. Section I.H.2. of the Offering Specific Terms for Deep Sync One, is specific to the Deep Sync One Marketplace and explains which parts of the General Offering Terms and Offering Specific Terms for Deep Sync One are an agreement between Deep Sync and each Client using the Deep Sync One Marketplace versus Terms that are an agreement between the IDV whose marketing data the Client accesses and uses and that Client.
16. **“Deep Sync Privacy Policy”** means Deep Sync’s privacy policy applicable to all Deep Sync Brands, located at <https://deepsync.com/privacy-policy/>.
17. **“Deep Sync Professional Services”** means Client-requested data subject-matter expert advisory services provided by Deep Sync subject-matter (**“SME”**) data experts that augment and inform the capabilities of the Deep Sync Data or the Client Data or both, for assisting clients to segment, format, maintain promotion files, campaign processing, develop profiles/modeling, provide marketing analytics, otherwise configure and optimize Deep Sync One, assist with email deployment of data, and provide custom development of executable scripts and the like. Professional Services are agreed pursuant to an Order, which also will separately describe the general scope, detailed description and timing of the Professional Services, with Fees charged typically on a time and materials basis.
18. **“Deep Sync Websites”** means any websites operated by Deep Sync for any of the Deep Sync Brands or Deep Sync Offerings.
19. **“Digital Marketing”** encompasses digital targeting, messaging and other data driven marketing activities and advertising served to consumers and businesses via a digital or online channel, including via Client’s onboarding and activation services. Deep Sync Data can be used in combination with other third-party data or End User data unless otherwise restricted pursuant to Section I.A.1., of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.
20. **“Direct Marketing”** used in relation to Deep Sync Dataset Licenses means direct marketing activities such as direct mail, email marketing, and telemarketing, and excludes all digital and online advertising methods not explicitly mentioned in this definition. Deep Sync Data used for Direct Marketing can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.
21. **“Fees”** Fees are for any purchased Deep Sync Offerings and are agreed and set forth in Orders, including as a condition of using any Deep Sync Offerings as online technology services, e.g., Deep Sync One.
22. **“Modeling”** means the utilization of Deep Sync Data to develop and implement algorithmic models, both predictive and non-predictive, that analyze and understand consumer behaviors or identify similar audiences. This includes using Deep Sync Data to train, refine, and execute such models, and subsequently applying them to generate scores, rankings, or identify similar audiences, for more informed business decisions. Deep Sync Data used for Modeling can be used in combination with other first or third-party data unless otherwise restricted pursuant to Section I.A.1. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.
23. **“Multiple Use”** used in relation to Deep Sync Dataset Licenses means use of a dataset for up to one (1) year from the date of the Deep Sync Dataset License for Direct Marketing or digital targeting solicitation by Client or if Client is an authorized Reseller, by a single approved End User.
24. **“Order”** (or **“Orders”**, as applicable) mean either (a) the stand-alone agreement(s) executed between Client and Deep Sync by their authorized representatives for one or more transactions that incorporate by reference the General Offering Terms, certain Offering Specific Terms and any Data Specific Attachments, and that describes the essential terms including but not limited to the applicable Deep Sync Offerings, quantities, Fees, duration, Dataset scope, and authorized use cases agreed between a Client and Deep Sync, or (b) for any transaction for Deep Sync Offerings that is conducted online, in which the online experience describes the essential terms including but not limited to the applicable Deep Sync Offerings, quantities, along with the pricing and Fees all of which are maintained as an account record online or documented by a transaction (or order) confirmation or both.
25. **“Processing”** (including its cognate, **“Process”**) means any operation or set of operations that is performed upon data or information, whether or not by automatic means and whether electronically or in any other form or medium, including in any combination collection, recording, organization, storage, access, adaptation, alteration, modification, retrieval, consultation, use, reproduction, disclosure, transmission, dissemination, distribution, making available, publication, display, public performance, translation, alignment, combination, compilation, analysis, improvement, adaptation, preparation or creation of derivatives from, blocking, deleting, appending, erasure, or destruction.
26. **“Purpose”** the business marketing-related needs of Client whether internal or authorized but limited and restricted resale to third parties for their internal marketing needs (that may be more specifically described in and restricted by the applicable Order), provided that the Purpose complies with Applicable Law.



27. **“Reseller”** means a Client who purchases one or more Deep Sync Offerings and is authorized by Deep Sync under an Order to resell (or sublicense) such Deep Sync Offering(s) to (i) its own customers authorized in an Order (each an, **“End User”**) to promote the products/services marketed and sold by the End User or (ii) on a wholesale basis.

28. **“Single Use”** used in relation to Deep Sync Dataset Licenses means a one-time use right for direct marketing or digital targeting solicitation by Client or if Client is a Reseller, by a single approved End User for a single campaign. For telemarketing applications, one-time use is defined as usage within sixty (60) days of delivery.

29. **“Term”** is defined in Section II.C. below

II. **General Offering Terms Applicable to all Deep Sync Offerings.** The General Offering Terms apply to all of the Deep Sync Offerings.

A. **Orders for Deep Sync Offerings.**

1. **Delivery Format and Schedule.** Deep Sync will use commercially reasonable efforts to provide the Deep Sync Offerings in accordance with any schedule and materially conforming to any format set forth in the applicable Order, contingent on receipt of all Client materials reasonably necessary to provide the Deep Sync Offerings under such applicable Order.

2. **Cancellations and Change Orders.** If the Parties agree on a mutual change order to an Order, or any portion thereof, after Deep Sync has commenced providing Deep Sync Offerings under such Order, Client agrees to pay Deep Sync for its incurred costs for work in process, and if the Order commits Client to a specific volume of Deep Sync Offerings (e.g., volume of Deep Sync Data in a Deep Sync Dataset License) for the Term or any renewal, then Client also will remain obligated to pay Deep Sync the fees for the agreed committed volume for such Term. Client understands and agrees that any modifications to quantity or kinds of the Deep Sync Offerings originally described in the Order may result in additional Fees incurred and owed to Deep Sync.

B. **Fee Payments, Disputes, Late Fees and Taxes.**

1. **Payment for Deep Sync Offerings.**

(a) Unless the payment of fees for the Deep Sync Offering is self-service online by payment card automated within a Deep Sync Website (e.g., Deep Sync One and Deep Sync One Marketplace), the Client will pay the applicable Fees for the Deep Sync Offering as described in the applicable Order. If Client is a Reseller pursuant to Section I.A.2., of the Part 2: Offering Specific Terms for Deep Sync Dataset License, Reseller’s obligation to pay the fees and charges set forth on each invoice is entirely independent of whether Reseller receives payment from its End Users. Unless otherwise provided in the Order, payment of fees is due net-30 days of Deep Sync’s transmission by email or other electronic means of Deep Sync’s invoice. Deep Sync’s invoices will be deemed to be correct and accepted unless the Client reasonably and in good faith disputes the invoice in writing (email or other electronic communication is sufficient) within fourteen (14) days of its transmission, provided Client pays any undisputed Fees in the invoice on time.

(b) Deep Sync reserves the right to suspend performance of its obligations under any Order actively being performed (and under any other agreement with Client) in the event Client fails to make timely payment of Fees hereunder or under any other agreement with Deep Sync and has failed to cure such payment breach pursuant to Section II.C.2.(b) below. Such right to suspend performance is in addition to Deep Sync’s right to terminate the Agreement in accordance with Section II.C.2.(b) below.

(c) Upon termination of this Agreement by either party for any reason, any amounts invoiced and owed by Client to Deep Sync, will become immediately due and payable, and Client will pay any amounts invoiced after such termination within thirty (30) days of the date of invoice transmission.

2. **Interest Charges on Unpaid Fees, Unearned Discounts off Fees, and Collection.** All Fee amounts not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or at the highest contract rate allowed by law, whichever is more, from the date due until paid, which interest will be added to the unpaid amount due and owing by Client to Deep Sync. In addition, Client is obligated to repay Deep Sync in addition to interest any amounts equal to discounts off Deep Sync’s standard Fees that Deep Sync provided to Client as timely payment was consideration for such discounts. Client also agrees to pay all costs involved in collecting overdue Fee amounts, including but not limited to Deep Sync’s reasonable costs of collection, including attorneys’ fees.

3. **Applicable Taxes.** Client will pay, or reimburse Deep Sync, for all local, state and federal sales tax, which may now or hereafter be imposed upon this Agreement or any Order under the Agreement, or which become due as a result of paying Fees for any Deep Sync Offerings, excluding, however, taxes measured on Deep Sync’s net income.

4. **Travel Expense Payments.** Deep Sync Offerings typically do not require Deep Sync incurring travel and expenses. However, in the unlikely event it is necessary for Deep Sync personnel to travel to Client’s offices or to other locations on Client’s behalf, Client agrees to reimburse Deep Sync for all reasonable travel expenses incurred under this Agreement including transportation, lodging meals and other expenses. The parties will use commercially reasonable efforts to document in any Order as a stand-alone document any anticipated travel by Deep Sync personnel.

C. **Term and Termination.**

1. **“Term”** means from the effective date described in the applicable Order (**“Effective Date”**) for the period of time specified in such Order (the **“Initial Term”**) and also for renewal terms (if any). If the applicable Order requires a

minimum commitment to purchase Deep Sync Offerings for the Initial Term, then this Agreement will automatically renew for successive periods equal to the duration of the Initial Term on each anniversary of the Effective Date unless otherwise agreed in writing by the parties or one party provides the other party written notice of non-renewal no less than sixty (60) days prior to such automatic renewal.

2. **Termination.** Each Agreement and the rights granted thereunder may be terminated:

(a) except as provided in the following subclause (b), immediately following breach by the other party (the "**breaching party**") of any material term or provision of this Agreement and the breaching party's failure to cure such breach within thirty (30) days after written notice of such breach from the non-breaching party; or

(b) by Deep Sync thirty (30) days after providing written notice of any payment default for any overdue portion of Fees owed to Deep Sync that are not subject to a good faith and reasonable dispute by Client and for which the breach and default remains uncured following such notice.

3. **Termination in the event of Bankruptcy.**

(a) Subject to Applicable Law, each Agreement will terminate automatically if Client is liquidated or dissolved, or a receiver or trustee is appointed for it, or makes a general assignment for the benefit of its creditors or institutes or has instituted against it any proceedings under any law relating to bankruptcy or relief of debtors, and such filing is not dismissed or resolved within sixty (60) days.

(b) Subject to Applicable Law, termination of this Agreement hereunder will not relieve Client of its obligation to pay for any outstanding invoices for Deep Sync Offerings provided up until termination, or after termination for work in progress. In the event of a termination on behalf of the Client in accordance with any such proceeding described in the preceding subsection (a) and subject to Applicable Law, Client will not be entitled to a refund of any portion of any Fees or charges paid to Deep Sync or any of its Deep Sync's suppliers hereunder, including, without limitation, any prepaid fees.

4. **Effect of Termination.** Immediately upon any termination of this Agreement for any reason:

(a) All Deep Sync Dataset Licenses or other rights to use Deep Sync Data or Marketplace Data or any portion thereof, or Deep Sync One (or any other online service of Deep Sync), or any Deep Sync Data Solutions will terminate immediately unless Deep Sync agrees otherwise in writing;

(b) Client will pay to Deep Sync any and all outstanding fees, charges, payments and expenses due pursuant to this Agreement that are not disputed reasonably and in good faith;

(c) Unless otherwise provided in the Order, upon the termination of the Agreement, Client will destroy any Deep Sync Offerings or Confidential Information in its possession within thirty (30) days of such termination and Client will provide written certification of such destruction to Deep Sync within such time period.

(d) Deep Sync will delete all Client Data from systems it controls within thirty (30) days of the termination event; and

(e) the terms of the Agreement (including the General Offering Terms and any applicable Offering Specific Terms and Data Specific Attachments) that by their nature reasonably should survive termination will survive the termination, cancellation, or expiration of this Agreement for any reason.

D. **Confidentiality and Non-disclosure.**

1. **"Confidential Information"** means any and all information of a Disclosing Party that is proprietary or non-public information, including without limitation (a) information concerning trade secrets; (b) software source or object code, technical, operational, or procedural documentation, technology, ideas, formulae, know how, procedures, products, algorithms and trade secrets embodied in the source code or object code, solution methodology or technology, and other deliverables; (c) information relating to a party's business or other affairs; (d) financial, technical, operational and commercial information; (e) information regarding or that belongs to customers or suppliers, potential customers or suppliers, business plans or staff of the Disclosing Party; (f) information related to the transaction contemplated by this Agreement or any applicable addendum including without limitation Deep Sync One, Deep Sync Data, Deep Sync Datasets, Client Data; (g) information obtained by examination or review of information, books and/or records; (h) information obtained by testing or analysis of any combination of Deep Sync Offerings, including without limitation Deep Sync One and any other Deep Sync Offering online; and (i) notes, analyses, compilations, studies or other documents prepared by either party or a party's representatives based on, containing or otherwise reflecting its Confidential Information. Confidential Information may be disclosed in oral, written, graphic, electronic, machine recognizable and sample form, or otherwise obtained by the Receiving Party directly or indirectly from the Disclosing Party in connection with the transaction contemplated by this Agreement. As between the parties, the party that owns specific Confidential Information is the "**Disclosing Party**" and the party receiving any such Confidential Information is the "**Receiving Party**."

2. **Exceptions.** Information will not be protected as Confidential Information that can be proved with contemporaneous documents (a) was in the public domain through no fault of or wrongdoing directly or indirectly by the Receiving Party; (b) was already in the possession of, or actually and demonstrably known to, the Receiving Party at the time of disclosure; (c) is rightfully received by the Receiving Party without breach of any duty of nondisclosure; (d) is approved for public release by written authorization from the Disclosing Party; or (e) or was independently developed by the Receiving Party. For clarity and the avoidance of doubt, however, none of the preceding exceptions

will apply to the entirety of any Deep Sync Datasets made available to Client, even if portions of the same are arguably subject to one or more of the exceptions described in this subsection 2, and the entirety of a Deep Sync Dataset will be protected pursuant to this Section II.D.

3. **Protection of Confidential Information.** In the performance of each Agreement, Deep Sync and Client may receive and exchange Confidential Information from or on behalf of the other party. The Receiving Party will hold such Confidential Information in strictest confidence, for the exclusive use of the Receiving Party, and the Receiving Party will not take any action in derogation of such confidentiality. The Receiving Party will take all commercially reasonable steps to prevent the Confidential Information from being used by or made available or furnished or disclosed to any third party (other than the Receiving Party's employees directly concerned with the performance of the Agreement and who need such disclosure for the conduct of their ordinary responsibilities), including, but not limited to, taking all steps it takes to protect information, data or other tangible and intangible property of its own that it regards as its Confidential Information or proprietary property. Further, Client will limit access to Deep Sync Data, Deep Sync Datasets and Deep Sync One only to those of its employees, independent contractors, or agents with a need for access to perform under the Agreement.

4. **Compelled Disclosures of Confidential Information.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under the Agreement, including to make court filings permitted by Applicable Law.

E. **Deep Sync Offerings General Restrictions for Use and Access; Security Obligations.**

1. When using the Deep Sync Offerings, Client agrees to comply with the following obligations and restrictions. If Client is a Reseller pursuant to Section I.A.2. of the Part 2 Offering Specific Terms for Deep Sync Dataset Licenses, then Client will obligate its End Users to comply with and enforce as needed their compliance with this obligation.

(a) Compliance with Applicable Law. To the extent that Applicable Law including without limitation, any data protection laws ("**Data Protection Law**") such as the California Consumer Privacy Act ("**CCPA**" as amended by the California Privacy Rights Act of 2020 "**CPRA**"), all similar state laws, regulations and rules, the Telephone Consumer Protection Act of 1991, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act ("**FCRA**"), and the Federal Trade Commission ("**FTC**") Telemarketing Sales Rule, apply to either party: (i) such party agrees to comply with obligations under the Applicable Law; and (ii) in relation to any access to or transfer of "**Personal Information**" (as defined under any Data Protection Laws) from one party to the other party pursuant to the Agreement, the parties agree that Personal Information accessed or transferred under the Agreement is, as between the parties (and not as a status under applicable Data Protection Law), licensed and not sold. Client acknowledges that the Deep Sync Data provided contains sensitive US person information. Client represents and warrants that it shall not permit any Covered Entity or Covered Individual (as defined in 15 USC Ch. 123, §9901, 28 C.F.R. Part 202., and any other Applicable Laws), to access, view, or process the Data. Client is strictly prohibited from granting access to the Deep Sync Data via VPN, VDI, or any remote desktop technology to personnel, subsidiaries, or affiliates located in "Countries of Concern" (per 28 C.F.R. § 202.201) or "Foreign Adversary Countries" (per 15 USC Ch. 123, §9901, or "PADFAA"). Under no circumstances shall Deep Sync Data be stored on, processed by, or mirrored to servers or cloud instances located outside the United States that are prohibited via PADFAA or other Applicable Laws. To the extent a Client is authorized as a Reseller in an applicable Order, Reseller is strictly liable for the compliance of the End User or any downstream recipients with the terms of this Section, the Agreement, and any applicable Order or SOW. Prior to providing access to the Deep Sync Data, Reseller shall perform a know your customer ("KYC") verification to ensure the recipients are not an entity controlled by a foreign adversary as defined by PADFAA. Deep Sync reserves the right to terminate this Agreement, any Order, or applicable SOW immediately if any downstream access is detected from a prohibited jurisdiction. Reseller shall provide access logs (including originating IP and session duration) to Deep Sync upon forty-eight (48) hours written notice to verify compliance with 28 C.F.R. Part 202. If a party reasonably believes that any changes are required to the Agreement to ensure a party's compliance with Data Protection Law or to address the legal interpretation of Data Protection Law, including in relation to the respective roles of the parties with regard to any Personal Information that is Processed under the Agreement, that party may notify the other and the parties will negotiate in good faith appropriate amendments or addenda to the Agreement to the extent required to ensure both parties' compliance with Data Protection Law. Notwithstanding the foregoing, and for avoidance of doubt, the foregoing does not relieve Client of its restrictions, duties and obligations under the Agreement.

(b) Client will not itself or assist any other person or third party to interfere with, or attempt to interrupt the proper operation of Deep Sync One (or any other Deep Sync Offering online) through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to Deep Sync One (or any other Deep Sync Offering online) through data mining, hacking, or by any other means that Client should or has reason to know is not authorized by Deep Sync.

(c) Client will not itself or assist any other person or third party (i) to decompile, reverse engineer, or disassemble (as applicable) any Deep Sync Datasets, Deep Sync One Marketplace data, other Client Data, Deep Sync One or any other software-as-a-service, software, or other technology products or processes that Deep Sync makes available to Clients by delivery or otherwise accessible through online means, or (ii) to otherwise tamper with any of the same by any means that Client should or has reason to know is not authorized by Deep Sync.

(d) Client will not itself or assist any other person or third party to use any robot, spider, scraper, or other automated means to access for any purpose any Deep Sync Data, Deep Sync One Marketplace data or any Client Data Processed on Deep Sync One or on any other Deep Sync online resources, or Processed on any other Client owned or controlled information technology that Client should or has reason to know is not authorized by Deep Sync.

(e) Client will not itself or assist any other person or third party to use any Deep Sync Offerings to determine or in connection with: (i) any individual reference service application, skip tracing, electronic directory assistance or other e-data look-ups; (ii) employment or a review of employee records, including without limitation for evaluating an individual for employment or for promotions, reassignment, or retention as an employee; (iii) a determination of an individual's eligibility for housing, a license or, other benefit granted by a governmental instrumentality; (iv) healthcare or healthcare insurance/benefits eligibility, (v) performing any criminal background checks or the like, or (vi) any review, analysis, or assessment of an individual record in connection with credit granting, credit monitoring, account review, collection, financial services, or insurance underwriting, or for any other purpose covered by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.* ("FCRA").

(f) Client will not itself or assist any other person or third party to use any Deep Sync Offerings to send or facilitate any advertising related to or for the purpose of: (i) deceiving third parties or committing any form of fraud on third parties, (ii) adult entertainment (*e.g.*, pornography) or sexual products/paraphernalia, (iii) controlled substance/drug paraphernalia; (iv) government regulated weapons in a manner the Client has reason to expect will circumvent such regulations, (v) gambling, (vi) targeting underage persons in violation of any Applicable Law, (vii) promoting any other product or service that is illegal in the locality in which it is sent or received, including without limitation discriminating on the basis of race, gender, religion, sexual orientation, or in any way that may be unfair under Applicable Law, or (viii) for any use that Client knows or should know violates or circumvents Applicable Law or that will materially harm the reputation of Deep Sync or good will in Deep Sync and any Deep Sync Offering. Client will not refer to any selection criteria or presumed knowledge regarding the intended recipient of any solicitation. Client also will not use any Deep Sync Data on Meta Platforms, Inc. ("**Facebook**") in violation of any Facebook terms of use generally or related to advertisers; for the avoidance of any doubt, this restriction also includes prohibiting Client's use of Deep Sync Data in violation of policies related to "Special Ad Categories" or similar restrictions.

(g) No Sensitive Information. Client will not transmit or send to Deep Sync or use any of the Deep Sync Offerings to Process any Sensitive Information. "**Sensitive Information**" may include, but is not limited to, any of the following: (i) any "**Protected Health Information**" (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and including its implementing regulations, as amended); (ii) any social security number, passport number, military number, driver's license number, individual taxpayer identification number or other government-issued identification number; (iii) any payment card data, financial account numbers or "non-public personal information," as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and its implementing regulations or guidelines; (iv) any information which could be construed as "special categories of personal data/information" under any Applicable Laws.

(h) Client will not itself or assist any other person or third party to take any action that Client has reason to know will or may impose an unreasonable or disproportionately large Processing load on Deep Sync One or any other online Deep Sync Offering.

(i) Client will use an appropriate and reasonable combination of technology and process(es) to secure from and to prevent any unauthorized third parties directly or indirectly (*e.g.*, using robots/crawlers) from accessing without Deep Sync's authorization any Deep Sync Offerings Processed online or on premises whether on information technology infrastructure controlled by Client, Deep Sync or any third party and whether or not through Client's access to the same, including but not limited to the following:

- (i) preventing unauthorized access to Confidential Information of Deep Sync that are Processed online through Deep Sync Offerings and that are protected in any way under Applicable Laws;
- (ii) restricting authorized access to the online Deep Sync Offerings only to those employees (or contractors) of Client who have a need as part of their official duties and are bound by obligations of confidentiality;
- (iii) ensuring that none of Client's employees (or contractors) access and/or use any information available from online Deep Sync Offerings for personal reasons inconsistent with the restrictions and security obligations in this Section II.E.; and
- (iv) without unreasonable delay, deactivate the user access of Client's employees (or contractors) to any Deep Sync Offerings who no longer have a need to know, or for terminated employees (or contractors) on or prior to the date of termination;

Client will notify Deep Sync without unreasonable delay if it has any reason to believe that there has been any breach or non-compliance with the restrictions above through its access to the Deep Sync Offerings or that any Deep Sync Data or Confidential Information are or have been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized third party through Client's access to the Deep Sync Offerings, or for any purpose contrary to lawful purpose of Client's access. Client will comply with all Applicable Laws for breach notification in connection with any of the unauthorized access to or loss of Deep Sync Offerings in relation to Client's access, use or both.

(h) Condition Precedent: Processing Acknowledgement Form (PAF)

(I) Requirement for Processing. Notwithstanding any other provision of this Agreement, Deep Sync shall have no obligation to perform, and is strictly prohibited from commencing, any services involving Identity Resolution, NCOA (National Change of Address) processing, or Data Hygiene until Client has executed and Deep Sync has received a valid, complete, and verifiable USPS Processing Acknowledgement Form ("PAF").

(II) Regulatory Compliance. Client acknowledges that the PAF is a mandatory regulatory requirement of the United States Postal Service® ("USPS") for all NCOALink® Limited Service Providers. The PAF is required to ensure compliance with the Privacy Act of 1974 and to verify that the Client is the authorized owner (or authorized agent of the owner) of the mailing list being processed.

(III) Effect of Delay. Any delay by Client in providing the signed PAF to Deep Sync shall result in a day-for-day extension of any performance timelines or delivery dates. Deep Sync shall not be held in breach of this Agreement, nor shall it be liable for any delays in service delivery, resulting from the absence of a valid PAF.

(iv) Annual Renewal. In accordance with USPS regulations, Client agrees to execute and provide a new PAF to Deep Sync on an annual basis for as long as NCOA or related hygiene services are being performed.

(i) Client will not itself or assist any other person or third party to take any action that Client has reason to know will or may impose an unreasonable or disproportionately large Processing load on Deep Sync One or any other online Deep Sync Offering.

(j) Client shall ensure that it has provided legally sufficient consumer notice and choice mechanisms, including providing opt out and notice at collection disclosures and mechanisms in compliance with Applicable Law.

(k) Client will use an appropriate and reasonable combination of technology and process(es) to secure from and to prevent any unauthorized third parties directly or indirectly (e.g., using robots/crawlers) from accessing without Deep Sync's authorization any Deep Sync Offerings Processed online or on premises whether on information technology infrastructure controlled by Client, Deep Sync or any third party and whether or not through Client's access to the same, including but not limited to the following:

(i) preventing unauthorized access to Confidential Information of Deep Sync that are Processed online through Deep Sync Offerings and that are protected in any way under Applicable Laws;

(ii) restricting authorized access to the online Deep Sync Offerings only to those employees (or contractors) of Client who have a need as part of their official duties and are bound by obligations of confidentiality;

(iii) ensuring that none of Client's employees (or contractors) access and/or use any information available from online Deep Sync Offerings for personal reasons inconsistent with the restrictions and security obligations in this Section II.E.; and

(iv) without unreasonable delay, deactivate the user access of Client's employees (or contractors) to any Deep Sync Offerings who no longer have a need to know, or for terminated employees (or contractors) on or prior to the date of termination.

Client will notify Deep Sync without unreasonable delay if it has any reason to believe that there has been any breach or non-compliance with the restrictions above through its access to the Deep Sync Offerings or that any Deep Sync Data or Confidential Information are or have been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized third party through Client's access to the Deep Sync Offerings, or for any purpose contrary to lawful purpose of Client's access. Client will comply with all Applicable Laws for breach notification in connection with any of the unauthorized access to or loss of Deep Sync Offerings in relation to Client's access, use or both. Deep Sync may take reasonable and appropriate steps to ensure that the Client uses the Licensed Data solely as set forth above and solely in compliance with the CCPA. Upon reasonable notice, Deep Sync may take reasonable and appropriate steps to remediate Client's unauthorized use of the Licensed Data. To the extent that Deep Sync makes available to Client a list of consumers who have requested "opt out" or "deletion" of their personal information Client shall comply with such requests, to the extent required under applicable law. Without limitation, Deep Sync may require documentation that Client has complied with any "opt out" preference expressed by a consumer applicable to the Licensed Data.

(k) Privacy Policy and Website Disclosure(s). Client shall clearly and conspicuously maintain on each of the Client websites, banners, and other methods of conspicuous privacy notices that:

(i) comply with all applicable privacy laws;

(ii) provide an adequate description of the manner in which online behavioral data from visitors to the Client's website or platform (including data regarding website visits) is used, collected, and shared in order to facilitate the applicable Services; and

(iii) provide a manner for website visitors to opt-out of the Services, which may include a link to the opt-out located conspicuously on the Client's website(s). In some jurisdictions, a web banner may also be required or recommended as a means to provide additional notice. Further, Client acknowledges that Deep Sync recommends the following disclosure (or substantively similar language) will be inserted into Client's online privacy policy and/or any such notice banner:

"When you visit or log in to our website, we or our vendors may use cookies and similar technologies, combined with personal information from third parties, to market to you online and via email and direct mail, or for site performance and website analysis. You may opt out of this advertising by visiting and submitting a request at [Customer to insert Opt Out Link]"

Client acknowledges that the above is not and should substitute for legal advice, and (notwithstanding any recommendations provided by Deep Sync (including the above)) Client has sole responsibility for ensuring that its privacy disclosures are sufficient and complete.

(l) As further set forth in an Order, the Licensed Data may contain pseudonymous information (such as IP address or mobile ad identifiers) as well as hashed personally identifiable information (such as email addresses). Should Client employ any such information to derive personally identifiable information, such as to determine the name or email address of an individual for purposes of targeted advertising, Customer shall ensure that affected consumers are provided with prominent, legally sufficient notice that such data combination or usage is occurring (such as through an appropriately worded web banner that notes such purposes and data usage). Deep Sync may recommend language for such disclosures, provided that Client shall not rely on such language as or as a substitute for legal advice, and Client shall (notwithstanding the above) be solely responsible for its own disclosures and solely liable for any errors or omissions in its disclosures.

2. **Client Data.** Client may provide access to Client Data whether by upload to information technology resources owned or controlled by Deep Sync, including Deep Sync One, or otherwise. As between Client and Deep Sync, Client owns Client Data, and is entirely responsible for owning or being duly licensed to, and represents and warrants to Deep Sync that Client owns or is duly licensed to and has all or all rights necessary to provide access to, transfer or upload Client Data to Deep Sync, including into Deep Sync One (or any other Deep Sync Offerings available as an online service) and use Deep Sync Offerings together with Client Data. Client hereby grants to Deep Sync a non-exclusive license to Client Data to copy, reproduce, store, adapt and translate Client Data collected and/or processed hereunder only to the extent necessary to perform Deep Sync's obligations under this Agreement. For the avoidance of any doubt and consistent with the preceding, Deep Sync will only transfer the Client Dataset to a third party as authorized or directed by Client to perform the agreed upon services as defined in the Agreement. Deep Sync has implemented and will continue to maintain processes and procedures to protect the confidentiality and security of the Client Data, including by maintaining appropriate organizational, technical and physical safeguards that are designed to (a) protect the security and integrity of the Client while they are within Deep Sync systems and (b) guard against the accidental or unauthorized access, use, alteration, or disclosure of Client Data within Deep Sync's systems. (deepsync.com provides additional information about the information security processes and procedures Deep Sync maintains to protect Client Data).

F. **Warranties and Disclaimers.**

1. **Limited Warranties and Remedy.**

(a) DEEP SYNC WARRANTS TO CLIENT THAT THE DEEP SYNC OFFERINGS WILL CONFORM MATERIALLY TO THE DESCRIPTION IN THE APPLICABLE ORDER.

(b) WITH RESPECT TO DEEP SYNC PROFESSIONAL SERVICES, DEEP SYNC WILL PROVIDE SUCH PROFESSIONAL SERVICES IN A WORKMAN-LIKE AND PROFESSIONAL MANNER.

2. **Sole and Exclusive Remedy.** IN THE EVENT ANY DEEP SYNC OFFERING DOES NOT CONFORM MATERIALLY TO THE DESCRIPTION IN THE APPLICABLE ORDER, DEEP SYNC'S SOLE LIABILITY WILL BE TO RE-PERFORM OR REDELIVER THE NONCONFORMING DEEP SYNC OFFERING OR REFUND OF FEES CLIENT HAS PAID FOR SUCH NONCONFORMING DEEP SYNC OFFERING UNDER THE APPLICABLE ORDER; PROVIDED, HOWEVER, IN NO EVENT WILL SUCH REFUND OF FEES EXCEED THE AMOUNT OF FEES PAID TO DEEP SYNC UNDER THE APPLICABLE ORDER.

3. **Deep Sync Controlled Technology Disclaimers.** REGARDLESS OF THE PRECEDING SUBSECTION F.1., CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT DEEP SYNC DOES NOT WARRANT THAT ANY DEEP SYNC OFFERINGS AND DEEP SYNC WEBSITES OPERATING ON TECHNOLOGY INFRASTRUCTURE CONTROLLED BY OR PROCURED BY DEEP SYNC WILL BE UNINTERRUPTED OR ERROR FREE AND WITH RESPECT TO DEEP SYNC OFFERINGS, WHETHER PROCESSED OR TRANSFERRED VIA DEEP SYNC CONTROLLED TECHNOLOGY, SUCH DEEP SYNC CONTROLLED TECHNOLOGY MAY OCCASIONALLY

EXPERIENCE “HARD OUTAGES” DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN DEEP SYNC OR ITS SUPPLIERS’ OR VENDORS’ CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED BREACH BY DEEP SYNC OF THIS AGREEMENT.

4. **Warranty Disclaimers for Deep Sync Offerings.**

(a) THE FOREGOING LIMITED WARRANTY IN THE PRECEDING SUBSECTION F.1., OF THIS SECTION II.F. IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AND CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OF DEEP SYNC TO CLIENT OR ANY OTHER THIRD PARTIES WITH RESPECT TO THE DEEP SYNC OFFERINGS. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE PRECEDING SUBSECTION F.1. OF THIS SECTION II., DEEP SYNC SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND PURPOSE OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

(b) CLIENT FURTHER ACKNOWLEDGES THAT THE DEEP SYNC OFFERINGS ARE NOT THE PRODUCT OF AN INDEPENDENT COMPILATION OR INVESTIGATION PROMPTED BY OR ON BEHALF OF ANY CLIENT BUT ARE UPDATED AND REVISED INDEPENDENTLY ON A PERIODIC BASIS.

G. **Reservations of Rights of the Parties.**

1. **Retained Ownership.** Nothing in this Agreement will transfer to or vest in Client (or its End Users as applicable pursuant to Section I.A.2. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses any right, title, or interest in or to Deep Sync Offerings, or any other Deep Sync Confidential Information, including without limitation, databases, hardware or software, or in any of Deep Sync’s intellectual property or other proprietary rights. If Client is a Reseller pursuant to Section I.A.2. of the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses, then Client will obligate its End Users to comply with and enforce as needed their compliance with this obligation.

2. **Client Data.** Client retains full ownership of its Client Data. Deep Sync agrees that it will use Client Data only for the purpose of providing the Deep Sync Offerings ordered by Client and will not disclose Client Data to any third party except as directed by Client or as necessary to provide the Deep Sync Offerings. Upon the termination of this Agreement, Deep Sync will delete all Client Data from its servers within thirty (30) days.

III. **General Risk Allocation and Miscellaneous Terms.**

A. **Defense and Indemnification.**

1. **Indemnification of Deep Sync.** Client agrees to indemnify and defend Deep Sync and its suppliers, and their officers, directors, shareholders, employees, agents, insurers, attorneys, successors, and assignees from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorney’s fees) that result directly by claims by a third party unaffiliated with Deep Sync to the extent such claim results from (a) Client causing any data breach that includes alone or in any combination any Deep Sync Data, Deep Sync Confidential Information, or Client Data, (b) Deep Sync’s use of the Client Data in compliance with Client’s authorized use under the applicable Order that still results in violations the legal rights of another person or any Applicable Laws, including without limitation Client’s failure to honor any Opt-out designations or that Client should reasonably have honored; (c) any breach of Client’s obligations in Section II.E.1. of these General Offering Terms, or any misrepresentation or breach of any warranty made by Client herein; (d) any infringement of a copyright, trademark, trade secret or patent by any Client Data or other Client provided materials, created or used by Deep Sync under the Agreement; and (e) any and all negligent, grossly negligent or willful acts and omissions of Client committed in relation to the Agreement (excluding all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses which are caused in whole or in part by Deep Sync). For the avoidance of any doubt, Client is not responsible for any third party claim to the extent the claim is caused by Deep Sync’s gross negligence or willful misconduct.

2. **Indemnification of Client.** Deep Sync agrees to indemnify and defend Client, its officers, directors, shareholders, employees, agents, insurers, attorneys, successors, and assigns harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including reasonable attorney’s fees) arising out of or in connection with or resulting directly or indirectly from claims by a third party unaffiliated with Client to the extent resulting from (a) Deep Sync causing any data breach that includes any Client Data, (b) Client’s use of the Deep Sync Offerings in compliance with the applicable Order including violations of the legal rights of another person or any Applicable Laws; (c) any misrepresentation or breach of any warranty made by Deep Sync herein; (d) any infringement of a copyright, trademark, trade secret or patent by any materials provided, created or used (other than materials provided specifically for such use by the other party) by Deep Sync as part of a Deep Sync Offering under the Agreement; and (e) any and all negligent, grossly negligent or willful acts and omissions of Deep Sync committed in relation to the Agreement (excluding all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses which are caused in whole or in part by Client).

3. **Indemnification requirements.** The indemnifying party will promptly notify in writing the indemnified party of when it becomes aware of any claim or actual or threatened claim or action. The indemnified party will reasonably cooperate with the indemnifying party in its defense of such claim or action at the indemnifying party’s expense for

reasonable out-of-pocket expenses. The indemnified party may participate in the defense at its option and expense. The indemnifying party will have the right to conduct the defense and/or settlement of any such claim or action; provided that in conducting such defense or settling such claim or action, the indemnifying party will not compromise, impair or use in an improper or manner not authorized under this Agreement the intellectual property rights or disclose or use in an improper or manner not authorized under this Agreement the Confidential Information of the indemnified party without the prior written consent of such party.

B. Exclusions of Certain Damages. CLIENT UNDERSTANDS THAT UNDER NO CIRCUMSTANCES WILL DEEP SYNC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH CLIENT, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, OR DAMAGE OR DESTRUCTION OF DATA, EVEN IF DEEP SYNC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM OR BASIS, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN EIGHTEEN (18) MONTHS AFTER CLIENT KNEW OR SHOULD HAVE KNOWN OF THE OCCURRENCE OF THE EVENT(S) WHICH GAVE RISE TO SUCH ACTION. CLIENT ACKNOWLEDGES THAT THE ALLOCATION OF RISK IN THIS AGREEMENT IS CONSISTENT WITH THE INDUSTRY STANDARD AND CUSTOM AND IS AN INTEGRAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, WITHOUT WHICH DEEP SYNC WOULD BE UNABLE TO PROVIDE THE DEEP SYNC OFFERINGS FOR CLIENT FOR THE AMOUNTS SPECIFIED.

C. Limitation of Liability. SUBJECT TO APPLICABLE LAW, IT IS UNDERSTOOD AND AGREED THAT THE TOTAL LIABILITY OF EITHER PARTY (OR DEEP SYNC'S SUPPLIERS), IF ANY, UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED AND RECOVERABLE BY A PARTY OR THIRD PARTY CLAIMING THROUGH SUCH PARTY AGAINST THE OTHER PARTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY THEORY, IN NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO DIRECT MONEY DAMAGES ACTUALLY INCURRED AND WILL NOT EXCEED THE AMOUNT OF FEES PAID OR COMMITTED TO BE PAID TO DEEP SYNC BY CLIENT PURSUANT TO THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY SUCH DAMAGES OR LIABILITY. THE PARTIES EACH UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL DEEP SYNC BE LIABLE FOR ANY AMOUNTS OVER THIS LIMITATION AMOUNT.

D. WITH RESPECT TO SUBSECTIONS B. AND C. ABOVE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIABILITY; THEREFORE, SOME OF OUR DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO CLIENT. NOTHING IN THE AGREEMENT SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO CLIENT. SUBJECT TO THE SEVERABILITY PROVISION IN SECTION III.E.3. BELOW, THE FOREGOING LIMITATIONS OF LIABILITY DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

E. Insurance.

(a) Requirements: During the Term and for two (2) years thereafter for any claims-made coverage, each Party will maintain, at its own expense, insurance coverage with reputable insurers authorized to do business in the applicable jurisdiction and having a financial strength rating of at least A- VII by A.M. Best or an equivalent rating from a nationally recognized rating agency. At a minimum, each Party will maintain:

- (i) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (ii) cyber liability and privacy/security liability insurance with limits of not less than \$5,000,000 per claim and in the aggregate; and
- (iii) workers' compensation insurance and employer's liability insurance as required by applicable law.
- (iv) technology errors and omissions or professional liability insurance with limits of not less than \$3,000,000 per claim and in the aggregate.
- (v) Upon a Party's written request, a Party will provide certificates of insurance or other reasonable evidence of the required coverage.

(b) Insurance Limitations.

- (a) The insurance requirements in this Agreement are minimum requirements only and will not limit Client's liability or other obligations under this Agreement, including Client's indemnification obligations.
- (b) A Party's review of any certificate of insurance or other evidence of coverage will not constitute approval of the adequacy of the coverage.
- (c) A Party may satisfy the foregoing requirements through a combination of primary, umbrella, excess, or self-insured coverage, if it remains fully responsible for any deductible, retention, exclusion, or uninsured amount.

F. Miscellaneous Terms.

- 1. **Amendments.** This Agreement may be amended only by a writing duly executed by the authorized representatives of the parties hereto which makes specific reference to this Agreement.

2. **Waivers.** No party to this Agreement will be deemed to have waived any of its rights, powers, or remedies under this Agreement unless such waiver is expressly set forth in a writing signed by the waiving party.

3. **Severability.** The parties agree that the invalidity or unenforceability of any provision of this Agreement, or part thereof, as determined by a court of competent jurisdiction, will not affect the validity or enforceability of any other provision of this Agreement, or part thereof, which will remain in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, territory, activity or subject, such provisions will be construed by limiting and reducing them to be enforceable to the maximum extent allowed by Applicable law.

4. **Promotional Release.** Neither party will issue press releases without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the parties may reference each other's approved logo in marketing materials or on their respective websites. In addition, Deep Sync may refer to Client as a client in business presentations, subject to the confidentiality provisions in this Agreement.

5. **Relationship.** The parties will perform its obligations under the Agreement as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties. Neither this Agreement nor any provisions set forth herein is intended to, or will, create any rights in or confer any benefits upon any person other than the parties hereto. This Agreement is binding upon and will inure to the successors of each of the parties hereto.

6. **Assignment.** Neither party will cause or permit any voluntary or involuntary assignment, sublicense or transfer, by operation of law or otherwise, of this Agreement or its rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that either party may assign or transfer this Agreement without the other party's consent (a) to a parent, subsidiary, affiliate or similarly related entity, (b) in connection with a merger, acquisition, reorganization or consolidation, or (c) in connection with the sale of the transferring party's corporate stock or assets, provided that (i) the transferring party obtains a written agreement the acquiring third party (e.g., transferee, beneficial owner of the assignee, etc.) to comply with the transferring party's obligations under the Agreement and (ii) the non-transferring party is made an intended third party beneficiary to such written agreement. Any other assignment will require the non-transferring party's consent, which consent will not be unreasonably withheld, delayed, or conditioned. Regardless of the preceding, Client understands and acknowledges that Deep Sync may use a third-party agent to provide certain portions of the Deep Sync Offerings.

7. **Non-Solicitation.** Each party agrees that, without the prior written consent of the other party, it will not, during the term of this Agreement and for a period of one-year thereafter, solicit for employment, directly or indirectly, or otherwise attempt to employ or retain any person who is an employee of the other party. The restriction in the preceding sentence does not apply to a general posting for open positions to which an employee of the other party responds.

8. **Force Majeure.** Neither party will be liable for any delay or failure in its performance under this Agreement if and to the extent which such delay or failure is caused by events beyond the reasonable control of either party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, that party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed jobs whenever such causes are removed. This Section III.E.8., will not apply to any of the payment obligations of Client under this Agreement; provided, however, that in the event of a Force Majeure event, Client and Deep Sync will reasonably agree to an extended cure period for payment on a case-by-case basis.

9. **Dispute Resolution: Binding Arbitration Agreement; CLASS ACTION WAIVER; Governing Law, Venue and Jurisdiction; and Equitable Remedies.**

(a) **BINDING ARBITRATION AGREEMENT.** In the event of a dispute arising under or relating to this Agreement in which the aggregate of claims by any single Client do not exceed USD\$250,000 in value (an "**Arbitrable Dispute**"), and otherwise subject only to superseding Applicable Law, the Small Claims Exception below, or a subsequent written agreement by the parties, the parties each intend and hereby elect to finally and exclusively resolve the Arbitrable Dispute by binding arbitration pursuant to and governed by the Federal Arbitration Act ("**FAA**"). For the avoidance of any doubt, THE PARTIES IRREVOCABLY CHOOSE ARBITRATION TO RESOLVE ANY ARBITRABLE DISPUTES (as defined in the preceding sentence), AND NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE ITS CLAIMS IN AN ARBITRABLE DISPUTE IN COURT OR TO HAVE A JURY TRIAL, EXCEPT FOR SUPERSEDING APPLICABLE LAW, OR EITHER PARTY BRINGING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION ("**SMALL CLAIMS EXCEPTION**"), OR BY SUBSEQUENT WRITTEN AGREEMENT BY THE PARTIES TO FOREGO ARBITRATION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All Arbitrable Disputes will be resolved before a single neutral arbitrator who is a licensed attorney having at least ten (10) years' experience primarily as a

commercial and business litigation attorney either currently or prior to serving as a judge in a trial court of general jurisdiction (e.g., court adjudicating criminal felonies and civil matters having no maximum monetary claim value restriction) or any higher courts of appeal thereto. Subject to the preceding sentence, the arbitrator may be jointly agreed in writing by the parties or otherwise pursuant to the JAMS' then current Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures (the "**Applicable JAMS Rules**"). The arbitrator's decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to the Applicable JAMS Rules. The Applicable JAMS Rules are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction as set forth in subparagraph 9.(d) below. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where the party responding to the other party's demand for arbitration resides. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Arbitrable Dispute immediately after commencement of the arbitration. As set forth in subparagraph 9.(d) below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests. Governing Law applied in the arbitration shall be as set forth in subparagraph 9.(c) below.

(b) **CLASS ACTION WAIVER.** *TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES THAT CLIENT MAY BRING CLAIMS AGAINST DEEP SYNC ONLY IN CLIENT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE CLASS ACTION WAIVER IN THE PRECEDING SENTENCE APPLIES BOTH TO ARBITRABLE DISPUTES AND ANY OTHER ADJUDICATED DISPUTES THAT ARE NOT ARBITRABLE DISPUTES.* Client agrees that any arbitration or other adjudicated proceeding shall be limited to Client individually and Deep Sync. To the full extent permitted by Applicable Law, Client waives, and there is no right or authority under this Agreement for (i) an Arbitrable Dispute or other adjudicated proceeding between Client and Deep Sync to be joined with any other; (ii) any Arbitrable Dispute or adjudicated proceeding to be resolved on a class action-basis or to utilize class action procedures; and (iii) any Arbitrable Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

(c) **GOVERNING LAW, VENUE AND JURISDICTION.** Whether in any arbitration described in subparagraph 9.(a) above or in the event of any other adjudicated proceeding that is not subject to such arbitration, including without limitation because of the claims amount, superseding Applicable Law, by the parties' subsequent written agreement, or otherwise, this Agreement will be interpreted and construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of Washington, excluding its conflict of law rules. In the event of a dispute related to this Agreement resulting litigation in another adjudicated proceeding not subject to arbitration pursuant to subparagraph 9.(a), whether in contract, tort or otherwise, the parties agree to submit to the jurisdiction of the courts of the State of Washington, and venue will be in the state and/or Federal courts located in the State of Washington; furthermore, each party hereby expressly submits and consents in advance to such jurisdiction and venue in any such action.

(d) **EQUITABLE REMEDIES.** Client acknowledges and agrees that in the event of a breach or threatened violation by a party of the other party's intellectual property rights or other proprietary rights, including without limitation rights in Confidential Information, the non-breaching/infringing party will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The non-breaching/infringing party may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the arbitration referenced above.

10. **Notices.** All notices and other communications hereunder will be given in writing to the parties at their respective addresses set forth in the Agreement, or at such other address as a party will designate for itself in writing with copies to their respective attorneys. If a time period is specified for any action or result from any Notice, such time will be based on calendar days unless otherwise indicated in writing. Notices are effective at the time of receipt if delivered by hand or communicated by electronic transmission to a recipient the sender has reason to know is authorized to receive contract or legal Notices (e.g., "legal@[Client].com"), or, if mailed, three (3) days after mailing registered or certified mail, return receipt requested, with postage prepaid. Deep Sync's email address for any Notices transmitted by email is legal@deepsync.com.

11. **Non-Exclusive Nature.** Client acknowledges and agrees that Deep Sync retains the right to provide similar varieties of Deep Sync Offerings to, and consult for, other persons or entities. In performing this Agreement, Deep Sync may learn general business principles pertinent to a specific industry. Deep Sync retains the right to use this general



business knowledge without limitation other than Deep Sync's obligations hereunder with respect to Confidential Information. Deep Sync further retains the right to provide best of industry solutions to all Clients.

12. **Rate Revisions.** Deep Sync data is procured by third party suppliers who can raise their prices without restriction. Deep Sync will only pass through price increases from third party suppliers during the Initial Term, and Deep Sync will provide reasonable prior notice to Client of any such price increases. After the Initial Term, all Fee pricing/rates are subject to change in the sole business discretion of Deep Sync, and Deep Sync will provide Client reasonable prior written notice (email or other electronic communication is sufficient) of any such increase.

13. **Client Purchase Orders.** Any Client purchase orders or other Client provided documents having terms that are in addition to or conflict with this Agreement will have no effect unless agreed in writing and executed by signature (including with a recognized e-signature service, e.g., DocuSign) by an authorized representative of Deep Sync, any such conflicting or inconsistent terms contained in any such Client purchase orders or other Client provided documents not so executed will have no legal effect whatsoever.

14. **Complete Agreement; No Oral Modifications.** This Agreement, including all of the Order, schedules, and attachments, referenced herein and attached hereto, constitutes the entire agreement between the parties hereto pertaining to the Deep Sync Offerings that are the subject matter hereof, and supersede, supplant, and render null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the parties hereto with respect to the subject matter hereof. The parties intend to be bound only upon execution of a written Order or valid online acceptance, and no negotiation, exchange of draft or partial performance will be deemed to imply an agreement or other understanding between the parties. No preprinted terms of a purchase order or similar document originating from a Client purporting to add or change any terms of an Order or the Agreement will be effective or valid unless in a writing signed by an authorized representative of Deep Sync.

Part 2: Deep Sync Dataset Licenses Offering Specific Terms

These Part 2: Offering Specific Terms for Deep Sync Dataset Licenses supplement the Part 1: General Offering Terms all of which are the Agreement between Client and Deep Sync. To the extent that any Part 2: Offering Specific Terms for Deep Sync Dataset Licenses directly conflict with specific terms on the same subject matter in the Part 1: General Offering Terms, the conflicting terms in the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses will supplement the Part 1: General Offering Terms, unless the conflict is irreconcilable in which case the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses will supersede the conflicting term of the Part 1: General Offering Terms.

I. **Deep Sync Dataset License Offering Specific Terms.** These Part 2: Offering Specific Terms for Deep Sync Dataset License(s) apply to any Direct Marketing List Licenses or any other Deep Sync Dataset License(s) with the Client.

A. **Generally Applicable Deep Sync Dataset License Terms.**

1. **Client Rights and Responsibilities; Restrictions.**

(a) Upon receipt, Client shall inspect any Deep Sync Datasets for compliance with Client's requirement. If verifiable errors are reported to Deep Sync within a reasonable time but not to exceed thirty (30) days, Deep Sync will reprocess the Order without charge. Under no circumstances shall reprocessing include the production costs of any Client materials.

(b) Client acknowledges that any Deep Sync Datasets provided by Deep Sync and its independent third-party vendors may contain error rates that are customary for such data. CLIENT ACKNOWLEDGES THAT THE ALLOCATION OF RISK IN THIS AGREEMENT IS CONSISTENT WITH THE INDUSTRY STANDARD AND CUSTOM AND IS AN INTEGRAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, WITHOUT WHICH DEEP SYNC WOULD BE UNABLE TO PROVIDE THE DEEP SYNC DATASET(S) AT THE COSTS SPECIFIED. For these reasons, Client agrees that it is responsible for determining that any Deep Sync Dataset is sufficiently accurate for Client's purposes. Deep Sync shall use commercially reasonable efforts to stay within an undeliverable rate of 10% and a disconnect rate of 15% when the Deep Sync Datasets are included in a Direct Marketing List License; actual rates will vary and are not guaranteed. These rates are based upon the full quantity of the prospect list(s) provided and are merely guidelines. Client acknowledges and agrees that it will not be entitled to any refund and will not withhold payment for any Deep Sync Datasets in the event that any such Deep Sync Dataset is inaccurate or the undeliverable and disconnect rates exceed any claimed industry standard.

(c) Client will comply with all Applicable Laws relating to any Do-Not-Call Registry promulgated by federal, state, foreign, international or self-regulatory bodies (such registries and lists collectively, the "**DNC Registries**") in its use of the Deep Sync Offerings for telemarketing campaigns.

(d) Client's use of any Deep Sync Data or Deep Sync Dataset will comply with the Association of National Advertisers (ANA) Guidelines for Ethical Business Practice, and agrees that their marketing materials and solicitations will not make direct reference to any selection criteria or presumed knowledge regarding the intended recipient of such solicitation.

(e) Resident Dataset. Client acknowledges that in the event it licenses "**Resident Occupant**" data, it is prohibited from obtaining computerized delivery sequencing (CDS) qualification or equivalent. Each End User of a Reseller pursuant to Section I.A.2., will itself and will obligate each of its users to comply with and enforce as needed their compliance with such obligation.

(f) Independent third-party vendor(s): Brokered Data and Services. In addition to the General Offering Terms Section II.E., Client acknowledges that in the event it orders brokered data and/or services through Deep Sync, any data or services provided are performed by an independent third-party vendor and are provided "AS IS AND WITH ALL FAULTS." Further, Client acknowledges that Deep Sync is not the owner or originator of such data. Whether included with any Deep Sync Data or licensed on a stand-alone basis, Deep Sync makes no representation or warranty, express or implied, regarding the accuracy or completeness of the brokered data, the results to be obtained, or that any lists in the data comply with Data Protection Law or have been scrubbed against any DNC Registries. Client further acknowledges and agrees that any brokered list or other data is for one-time rental use only and that no brokered list or other data will be copied, duplicated, transferred, disclosed or retained after the permitted one-time rental use, unless otherwise agreed to under an Order. Client will not merge, combine, or comingle the brokered data with any other database or use the brokered data for creating derivative works or building or integrating such data into any other database. Client acknowledges and agrees that any such data or lists shall at all times remain the intellectual property of the independent third-party vendors, and that neither Client nor its End Users or any other third-parties have any proprietary rights whatsoever in the data or lists.

(g) Email Data and Related Services. All prospect email elements of any Deep Sync Data or Deep Sync Datasets ("**Email Data**") are provided for one time use, unless otherwise specified in the applicable Order, except that Deep Sync allows email appends to Client Data files for Client use within a twelve (12) month period specified in the applicable Order. Each End User of a Reseller pursuant to Section I.A.2., will itself and will obligate each of its End Users to comply with and enforce as needed their compliance with such obligation. Client will comply with all

Applicable Laws in its use of the Deep Sync Offerings for email campaigns. Without limitation to the preceding sentence, Client will not itself or assist any other person or third party to violate the provisions of CAN-SPAM Act in performing their respective obligations hereunder, including but not limited to, the multiple sender rule, applying opt-out mechanisms within legally required time-frames, the use of clear and accurate header and subject line information, and the use of a physical mailing address.

(h) Deep Sync Dataset License (including a Direct Marketing List License) under an Order may authorize creation, use or both of derivative works from one or more Deep Sync Datasets. Deep Sync retains all right, title and interest to any such derivative works, and when Client's right to use any Deep Sync Data or Deep Sync Dataset expires or terminates under the applicable Deep Sync Dataset License or Deep Sync Marketing List License, unless otherwise agreed by Deep Sync in such Order, such expiration or termination terminates all right to continuing using such Deep Sync Dataset including any Deep Sync Direct Marketing List and including any derivative works from such Deep Sync Datasets.

(i) Third Party Restrictions. Deep Sync may, at any time, impose restrictions on the use of Deep Sync Datasets (i) to the extent they are imposed on Deep Sync by its supplier and/or licensor, or (ii) to properly manage the integrity of the Deep Sync Datasets or use considering issues concerning privacy, confidentiality, and other issues to which data subjects may be sensitive, or (iii) to comply with any Applicable Laws existing now or in the future.

Specific Epsilon Data Restrictions. In addition to the restrictions set forth in the Part 1: General Offering Terms Subsection II.E.1.f. , in no event may Client use or permit the use of the Epsilon data Licensed from Deep Sync to advertise, sell, or exchange any products or services that involve: explosives/fireworks; astrology/horoscope/psychic services; organizations that promote hatred, intolerance, harassment, discrimination or violence; corporate or brand attacks; cryptocurrency products/services and other blockchain-based digital assets; degree programs from non-accredited colleges; financial products/services offering guaranteed foreclosure prevention; unclaimed funds; foreclosure leads; survey companies that collect information under false pretenses and/or fail to obtain proper consumer consent for sharing the information; offers direct toward "opportunity seekers"; telemarketing offers that use the "magalog" format (e.g. multiple page supplement offers that typically speaks to one supplement).

2. Deep Sync Reseller Obligations.

(a) **Authorized Resellers and End Users.** If Deep Sync has authorized Client in the applicable Order to resell (sublicense) the Deep Sync Dataset Licenses, the Order will designate Client as a Reseller to Client's own End Users to use the Deep Sync Datasets to promote the End User's own products and services.

(b) **End User Flow Down Terms.** Client's End User agreement will be no less protective of any Deep Sync Data or Deep Sync Dataset than this Agreement, and Client will flow down the obligations, conditions and restrictions on Client in this Agreement to any End Users as either indicated expressly in this Agreement or that should reasonably be expected to be flowed down to the End User agreement. Client's End User agreement also will designate Deep Sync as an intended third party beneficiary of the End User's/users' obligations (including any applicable Deep Sync Dataset restrictions) in such End User agreement.

B. Deep Sync Dataset License.

1. **Scope of Deep Sync Data License.** Subject to any more restricted scope described in the applicable Order and the other restrictions described in the Agreement, Deep Sync grants Client a terminable, temporary, revocable, non-exclusive, non-sublicensable, non-transferable, limited, USA-only Deep Sync Dataset License to any Deep Sync Data or Deep Sync Dataset described in the applicable Order in sovereign US operations only (including any Order that is entered into online for Deep Sync Offering enabling Client to purchase a self-service Direct Marketing List License). Client may use the applicable Deep Sync Datasets for the purpose(s) and project(s) described in the applicable Order, and otherwise Client will only use any Deep Sync Data or Deep Sync Dataset as follows:

(a) for its own, or

(b) if Client is an authorized Deep Sync Reseller, then for sublicense to Client's approved End Users for Direct Marketing served to consumers and businesses within the authorized scope of this Section I.B.1., and the applicable Order;

(c) if the Client is purchasing only a "**Direct Marketing List License**," then in addition to the preceding scope described in this Subsection B.1, Client may use the applicable Deep Sync Dataset(s) for the Direct Marketing List License purposes and project(s) described in the applicable Order, for Single Use Direct Marketing campaign use only, unless such Order expressly states otherwise or an online Deep Sync Offering provides Multiple Use Direct Marketing List Licenses; and

(d) where not otherwise specified in an Order, exclusively for Single Use in either a Direct Marketing or Digital Marketing campaign (but not both).

All right, title and interest in any Deep Sync Data or Deep Sync Dataset will remain the property of Deep Sync or its suppliers and/or licensors and no right, interest in or title to any such Deep Sync Datasets is sold, conveyed or otherwise transferred to Client or its End Users or any other third-party.



2. **Pricing and Fees for Direct Marketing List Licenses.** All pricing is subject to change by written notice from Deep Sync (email or other electronic communication is sufficient) at any time, unless otherwise agreed by Deep Sync in the applicable Order for Deep Sync Dataset License or the Direct Marketing List License.
3. **Source Code/Segregated Data.** Client will appropriately source code or segregate the Deep Sync Dataset to ensure that: (a) use is consistent with the applicable Order and can be verified; (b) the Deep Sync Dataset can be returned or destroyed upon the expiration or termination of the applicable Order; and (c) the fees payable are properly assessed and can be verified by audit.
4. **Audit.** Client shall maintain accurate books and records in connection with activity under the applicable Order for the Term and for two (2) years thereafter. Such records shall include copies of all executed sale agreements transacting Deep Sync Data. Deep Sync, or its representative, may audit the relevant books and records of Client during the Term of and for two (2) years thereafter to ensure compliance with the terms of the applicable Order. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Client's business activities.
5. **Seed Records.** The Deep Sync Datasets may be seeded or otherwise monitored, and no method may be used to detect, alter, or eliminate such monitoring.
6. **Suppression Files.** Deep Sync may supply periodic suppression files directly to Client. Within the earlier of any time period required by Applicable Law or fifteen (15) business days after receipt of a suppression file, Client will delete from any Deep Sync Data or Deep Sync Datasets all records contained in such suppression file. Client will not thereafter direct mail, email, telephone, or otherwise contact records in the Deep Sync Dataset that match records in the suppression file unless Client has obtained such records from a source other than the Deep Sync Data.
7. **Location.** The Deep Sync Data or Deep Sync Datasets must exclusively reside on and be used on servers in a Client facility located within the United States.

Part 3: Deep Sync Data Solutions Specific Terms & Conditions

These Part 3: Offering Specific Terms for Deep Sync Data Solutions are supplemental to the Part 1: General Offering Terms all of which are the Agreement between Client and Deep Sync. To the extent that any Part 3: Offering Specific Terms for Deep Sync Data Solutions directly conflict with specific terms on the same subject matter in the Part 1: General Offering Terms, the conflicting terms in the Part 3: Offering Specific Terms for Deep Sync Data Solutions will supplement the Part 1: General Offering Terms, unless the conflict is irreconcilable in which case the Part 3: Offering Specific Terms for Deep Sync Data Solutions will supersede the conflicting term of the General Offering Terms.

I. **Deep Sync Data Solutions Terms.** The following are the different types of Deep Sync Data Solutions and the Offering Specific Terms applicable to each.

A. **Types of Deep Sync Data Solutions and Specific Applicable Terms.**

1. **Identity Resolution.** Deep Sync associates Deep Sync Data element IDs to Client Data in a way that enables Clients to improve the understanding of individual or household relationships within their Client Data. Deep Sync provides offline to online linkages (e.g. take Name and Postal Address as input and associate to and provide Mobile Advertising ID as output). Deep Sync also can provide online to offline linkages (e.g. take Mobile Advertising ID as input, output Name and Postal). All linkages provided by Deep Sync Datasets are “**Deep Sync Data Linkages**”.

(a) **License to Deep Sync Data ID elements and Deep Sync Online Data Linkages.** Subject to any more restricted scope described in the applicable Order and the other restrictions described in the Agreement, Deep Sync grants Client a terminable, revocable, non-exclusive, non-transferrable, limited license to the Deep Sync Data Linkages described in the applicable Order. Client may use such Deep Sync Data Linkages for the purposes and project(s) described in the applicable Order. Client will only use the Deep Sync Data Linkage(s) for the Client’s own internal use, unless and only for End Users (as defined in the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses if the applicable Order authorizes the Client to resell Identity Resolution.

2. **Data Hygiene.** Deep Sync uses technology scripts and similar solutions and a systemic process to clean and standardize Client Data to improve its accuracy, completeness, and reliability. Data Hygiene key activities most often include address standardization and change of address updates with NCOA^{Link}® processing. There are no data output licenses required with the Deep Sync’s Data Hygiene Solution. However, the following are required by the supplier to Deep Sync of capabilities essential to Deep Sync’s Data Hygiene Solution:

(a) **Data Hygiene Additional Source Disclaimer.** Use by Deep Sync on behalf of a Client to provide Data Hygiene is limited to and shall only be used for the sole purpose of updating address information for preparation of direct mail. This includes the use of United States Postal Service® licensed services such as NCOA^{Link} processing. The creation of “New Mover” lists or products and/or performing skip tracing services using NCOA^{Link} is strictly prohibited. *Deep Sync is a non-exclusive Licensee of the USPS® to provide Limited Service NCOA^{Link} processing. Information specific to Deep Sync’s Data Hygiene Solution is neither approved nor endorsed by the USPS. The following trademarks are owned by the United States Postal Service: United States Postal Service, USPS, and NCOA^{Link}.*

3. **Data Enrichment.** As a Deep Sync Data Solution, Data Enrichment uses Deep Sync Data to fill in gaps and augment the Client Data by licensing discrete enriching Deep Sync Data subtypes/attributes extracted from one or more Deep Sync Datasets (“**Deep Sync Specific Data Attributes**”).

(a) **License to Deep Sync Specific Data Attributes.** Subject to any more restricted scope described in the applicable Order and the other restrictions described in the Agreement, Deep Sync grants Client a terminable, revocable, non-exclusive, non-transferrable, limited license to the Deep Sync Specific Data Attributes for the purposes and project(s) described in the applicable Order for use within a twelve (12) month period. If Client is a Reseller, then Client will obligate its End Users to comply with and enforce as needed their compliance with this obligation. Client will only use the Deep Sync Specific Data Attributes for the Client’s own internal use, unless and only for End Users if the applicable Order authorizes the Client to resell Data Enrichment. Where not specified in an Order, authorized Client uses are: Direct Marketing, Digital Marketing, Modeling, and Analytics by the Client only. Deep Sync Specific Data Attributes appended by Deep Sync remain the sole property of Deep Sync, unless Client obtains independent verification that a data attribute existed in the Client Dataset independent of appended Deep Sync Specific Data Attributes or once Client confirms a relationship with the individual, at which point the Deep Sync Specific Data Attributes become part of the record and are no longer considered prospect data. Until such a relationship is established, however, all right, title and interest in the Deep Sync Specific Data Attributes will remain the property of Deep Sync and no right, interest in or title to the same will be sold, conveyed, or otherwise transferred to Client or any third-party.

4. **Privacy Compliance.** Privacy compliance as a solution provides a mechanism by which the Client can exclude certain individuals from the Client Dataset (or a Deep Sync Dataset License(d)) for privacy purposes (e.g., this Deep Sync Data Solution could include an API that Clients can call to determine which of the persons in their dataset opted out of marketing via Deep Sync’s public facing opt-out capabilities).

(a) **Privacy Compliance Deep Sync Data Solution Specific Restrictions.** The Privacy Compliance Deep Sync Data Solution (and any Deep Sync Data used with the same) are provided for Privacy Compliance, including suppression files or automated mechanisms, and the Client is strictly prohibited from using the same for any purpose other than respecting privacy choices by individuals.

5. **Modeling and Analytics.** The Modeling and Analytics Deep Sync Data Solutions use Deep Sync proprietary algorithms to help Clients discover trends in their Client Data, improve understanding customers, identify comparable (lookalike) audiences, and improve predicting marketing outcomes. For the avoidance of doubt any portion of a Deep Sync Dataset transmitted via a modeling solution (e.g. a lookalike audience) is subject to the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.

6. **Data on Demand.** The Data on Demand Deep Sync Data Solution enables online data purchasing options for Clients through a fully customizable, scalable solution for e-commerce applications, such as list ordering or print-on-demand. Solutions include an API for the seamless transfer of queries between Deep Sync Datasets and a Client website, or a custom website interface built by Deep Sync and linked to Deep Sync Datasets for online queries. (For the avoidance of doubt any data transmitted via an API or other technology Date Solution is subject to the Part 2: Offering Specific Terms for Deep Sync Dataset Licenses.)

7. **Data Activation.** The Data Activation Deep Sync Data Solution involves Deep Sync pushing data, either the Client Data or a blend of Client Data and Deep Sync Data, on behalf of a Client into the Deep Sync supported destination digital platform that the Client chooses.

(a) The Client must comply with the terms of the destination digital platform to which data is delivered. For example, on behalf of a Client Deep Sync can push data for a custom audience to a digital destination via LiveRamp. It is the Client's responsibility to locate and comply with such third party platform terms.

Part 4: Offering Specific Terms for Deep Sync Professional Services

AS APPLICABLE, these Part 4: Offering Specific Terms for Deep Sync Professional Services are supplemental to the Part 1: General Offering Terms all of which are the Agreement between Client and Deep Sync. To the extent that any Part 4: Offering Specific Terms for Deep Sync Professional Services directly conflict with specific terms on the same subject matter in the Part 1: General Offering Terms, the conflicting terms in the Part 4: Offering Specific Terms for Professional Services will supplement the Part 1: General Offering Terms, unless the conflict is irreconcilable in which case the Part 4: Offering Specific Terms for Professional Services will supersede the conflicting term of the Part 1: General Offering Terms.

I. Deep Sync Professional Services. Clients may request Deep Sync Professional Services (in addition to the other Deep Sync Offerings) in which Deep Sync data subject matter experts advise Clients about segmenting, formatting, organizing and otherwise on how best to use the Deep Sync Licensed Dataset(s) either through Deep Sync One or on a stand-alone basis or together with the Client Data or both.

A. Three Most Common Types of Deep Sync Professional Services.

1. Data Subject-Matter Expert (SME). Strategic consulting including developing strategies, Go To Market material, or analyses related to identity, data, or related applications.
 2. Email Deployment. This entails managing and developing, and then executing email marketing campaigns using Deep Sync Data and Deep Sync Datasets, or Client Data or any in combination.
 3. Custom Development. Deep Sync technologists and data SMEs develop software scripts and the like to automate a variety of uses of marketing data, both Deep Sync Data and Client Data.
- Regardless, Deep Sync Professional Services will be agreed in the applicable Order that describes the general scope, detailed description and timing of the Deep Sync Professional Services, with Fees typically on a time and materials basis.

B. Performing SME and Custom Development Deep Sync Professional Services.

1. Deep Sync Professional Services Commitment. Deep Sync will perform the Deep Sync Professional Services in a prompt and timely manner and use commercially reasonable efforts to complete the Deep Sync Professional Services substantially in accordance with the agreed upon processing schedule. Deep Sync may employ such methods and procedures as it determines is appropriate and may also refuse to perform the Professional Services where doing so may violate Applicable Law or otherwise have a material adverse effect on its reputation or goodwill. Client also understands and acknowledges that Deep Sync may use a third party to perform portions of the Professional Services.
2. Review of Interim Results and Non-conforming Services. Deep Sync will perform the Professional Services substantially in accordance with the applicable Order. At Deep Sync's expense, Deep Sync will correct any nonconforming Professional Services to the extent that the nonconformity results solely from errors on the part of Deep Sync. Client will review and approve interim results provided by Deep Sync and inform Deep Sync in writing of any nonconformance. Where Deep Sync is not informed of nonconformance, Deep Sync will be entitled to assume the correctness of the interim results for the purpose of completing the Professional Services under this Agreement, and will not be liable for the cost of correcting any nonconformance approved in error. Deep Sync will use all reasonable resources to reschedule the nonconforming Professional Services to enable the completion on or before the scheduled completion date for the Professional Services. Client's failure to give Deep Sync written notice of nonconforming Professional Services within ten (10) days of Deep Sync's performance of the Professional Services shall constitute final acceptance of the Professional Services by Client.
3. Custom Development Proprietary Rights. Unless otherwise set forth in an Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information: conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Deep Sync, solely or in collaboration with others, in the course of performing the Professional Services; or that form all or part of a deliverable provided as part of the Professional Services, whether developed as part of the Services or separately, but excluding Client Data or Client property (collectively, "**Custom Developments**") will be the sole property of Deep Sync. Upon and subject to final payment by Client of all amounts owing to Deep Sync under the applicable Order, Deep Sync hereby grants to Client a nonexclusive, perpetual, royalty-free license to use, copy, and modify the Custom Developments solely for purposes of Client's internal business operations only.

C. Email Deployment Managed Services.

1. Email Deployment. Emails to be sent by Deep Sync or its approved third-party partner on behalf of Client, shall first be subject to review and approval by Deep Sync. Deep Sync reserves the right to reject any message in its sole and absolute discretion. If Client is deploying an email marketing list not purchased from Deep Sync, Client represents and warrants that the list contains verified opted-in information that complies with Applicable Laws. Client will include approved opt-out verbiage in the email message. Deep Sync makes no representation or guarantee



as to the conversion results of the deployment. Client understands and agrees that Deep Sync or its approved third-party partner shall not be held liable for delivery or blocking issues and that no make-goods, reblasts, credits or refunds will be issued. Client will comply with all Applicable Laws in its use of the Deep Sync Offerings. Without limitation to the preceding sentence, Client will not itself or assist any other person or third party to violate the provisions of CAN-SPAM Act in performing their respective obligations hereunder, including but not limited to, the multiple sender rule, applying opt-out mechanisms within legally required time-frames, the use of clear and accurate header and subject line information, and the use of a physical mailing address. Client understands and agrees not to provide or market to emails of Canadian origin in compliance with Canada's Anti-Spam Legislation of 2014 (CASL). Client therefore agrees to accept liability and not to hold Deep Sync or its third-party partners liable for any fines or violations in compliance with CASL email communications.

2. ANA Guidelines Compliance. Client's use of the Deep Sync Data will comply with the Association of National Advertisers (ANA) Guidelines for Ethical Business Practice, and agrees that their marketing materials and solicitations will not make direct reference to any selection criteria or presumed knowledge regarding the intended recipient of such solicitation.

Part 5: Offering Specific Terms for Deep Sync One

These Part 5: Offering Specific Terms for Deep Sync One are supplemental to the Part 1: General Offering Terms all of which are the Agreement between Client and Deep Sync. To the extent that any Part 5: Offering Specific Terms for Deep Sync One directly conflict with specific terms on the same subject matter in the Part 1: General Offering Terms, the conflicting terms in the Part 5: Offering Specific Terms for Deep Sync One will supplement the Part 1: General Offering Terms, unless the conflict is irreconcilable in which case the Part 5: Offering Specific Terms for Deep Sync One will supersede the conflicting term of the Part 1: General Offering Terms.

I. **Deep Sync One Terms of Use.** Words having a specific meaning in this section of these Terms are defined in Section II., above or parenthetically throughout. Client is responsible for all compliance with these Terms by its authorized users (“**user**” or “**users**” as appropriate), whether such user(s) are employees or contractors of Client or of Client’s own customers to whom Client provides access to Deep Sync One in order to facilitate Client using Deep Sync One for the specific Client customer advertising campaigns.

A. **Deep Sync One and Third Party Platform Terms.**

1. In order to use Deep Sync One, Client through its authorized user or users may be required to agree, or Client’s users may have already agreed, to terms with third parties unaffiliated with Deep Sync. Such terms include, but are not limited to social media and other communications, marketing, or media buying platforms (each a “**Third Party Platform**”) such as Meta Platforms, Inc. (a/k/a “**Facebook**”). Using Facebook as an example only, Facebook’s advertising terms are located here: <https://www.Facebook.com/terms>, <https://www.Facebook.com/policies/ads/>. DEEP SYNC IS NOT A PARTY TO ANY SUCH THIRD PARTY TERMS THAT CLIENT THROUGH ITS USERS ENTER/ENTERED INTO AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR SUCH THIRD PARTY TERMS. CLIENT THROUGH ITS USERS IS SOLELY AND ABSOLUTELY RESPONSIBLE FOR ANY ACCESS TO OR USE OF DEEP SYNC ONE THAT VIOLATES ANY THIRD PARTY TERMS, INCLUDING WITHOUT LIMITATION, FACEBOOK OR ANY OTHER THIRD PARTY PLATFORM TERMS, RULES, POLICIES OR THE LIKE RELATED TO SUCH THIRD PARTY PLATFORM’S GENERAL AND SPECIAL ADVERTISEMENTS AND ADVERTISING CAMPAIGNS. SUCH THIRD PARTY TERMS ARE SOLELY BETWEEN CLIENT AND SUCH THIRD PARTIES, AND AS SUCH IT IS CLIENT’S SOLE RESPONSIBILITY TO LOCATE, READ AND TO UNDERSTAND CLIENT’S OBLIGATIONS TO SUCH THIRD PARTIES AND USAGE RESTRICTIONS FOR SUCH THIRD PARTY PLATFORMS’ AND/OR OTHER TECHNOLOGY SERVICES IN THAT REGARD.

B. **Deep Sync One Usage Restrictions.** When using Deep Sync One, Client agrees to the following:

1. Client’s users will provide accurate, complete, and up-to-date information about Client’s or Client’s customer’s users when requested or when registering a user account or the Client;
2. Client’s users will not impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with any person or entity;
3. to restrict access to Deep Sync One to those of Client’s or Client’s own customer’s employees (or contractors) who have a need to know as part of their official duties and are bound by obligations of confidentiality; and
4. to immediately deactivate the user access of Client’s or Client’s customer’s employee/s (or contractors) who no longer have a need to know, or for terminated employees (or contractors) on or prior to the date of termination;

C. **Terms for LiveRamp Data Marketplace Accessed through Deep Sync One.** If Client uses data from the LiveRamp Data Marketplace as provided through Deep Sync One, the following terms from LiveRamp apply to Client and are incorporated into these Terms, including by this reference. Client should refer to LiveRamp’s terms and conditions applicable to Client and/or LiveRamp’s website to understand specific and capitalized terms in the following:

1. Client is required to have a current Advertising Agreement with each Third Party Platform and Advertiser Direct Platform to which Client instructs Deep Sync or LiveRamp to distribute any Audience File(s), including any sourced from Deep Sync One, via LiveRamp Services. “**Advertising Agreement**” means a separate and active agreement between Client and a Platform or Advertiser Direct Platform for such Platform’s/Advertiser Direct Platform’s performance of



targeted advertising services for your benefit. Where Facebook is the Advertiser Direct Platform, such Advertising Agreement with Facebook includes any and all terms and conditions required by Facebook for use of its advertising services, including Facebook's Advertising Guidelines (currently accessible at <https://www.Facebook.com/policies/ads/>) and Facebook's Customer List Custom Audience Terms (currently accessible at <https://www.Facebook.com/legal/terms/customaudience/update>), each as may be updated by Facebook from time to time. Your ad purchases and use of services from such Platform/Advertiser Direct Platform in connection with all distributed Audience Files are subject to the applicable Advertising Agreement. Distributed Audience Files may be subject to approval and acceptance by the recipient Platform/Advertiser Direct Platform, and both Deep Sync or LiveRamp has no responsibility or liability for any Platform's/Advertiser Direct Platform's acceptance or rejection of, or refusal to utilize, any Audience File(s) as properly distributed by LiveRamp.

2. Client shall not instruct, authorize, or permit any third party to: (a) duplicate, compile, disassemble, decompile, re-identify, derive any data from, or otherwise reverse engineer any de-identified LiveRamp Data Marketplace Data; or (b) act in any way to derive personal information from, or merge personal information with, any anonymous information, including, but not limited to, as included within any Audience File(s).

3. Client is expressly prohibited from using any Data Marketplace Data, any Audience File, or LiveRamp Services in any manner to target, send, or facilitate any advertising for: (a) adult entertainment (*e.g.*, pornography); (b) illegal gambling; or (c) any other product or service that is illegal in the location in which it is sent or received, including, without limitation, to discriminate on the basis of race, gender, religion, or sexual orientation. Further, Client is expressly prohibited from using any Data Marketplace Data, any Audience File, or LiveRamp Services in any manner for the purposes of or in connection with: (d) employment eligibility; (e) credit eligibility; (f) health care eligibility; or (g) insurance eligibility, underwriting, and/or pricing.

4. Use of each distributed Audience File is subject to your compliance with Applicable Laws and Codes, Applicable Best Practices, and its own and each applicable Platform's/Advertiser Direct Platform's applicable privacy policies. "**Applicable Best Practices**" means the principles and best practices applicable to your performance pursuant to and in connection with this Agreement, Data Marketplace Data, and Audience Files and as promulgated by the Data and Marketing Association's Code of Conduct and the Digital Advertising Alliance Self-Regulatory Principles. Client is expressly prohibited from instructing, permitting, and/or authorizing any third party to sell, transfer, download, save, or redistribute any Audience File or any part thereof, including without limitation, redistributing any Audience File to any other Platform/Advertiser Direct Platform or any other Seat or ad account within the original Platform/Advertiser Direct Platform to which it was distributed (whether or not such other Seat or ad account is controlled or maintained by or for you).

5. **U.S. Only Data Marketplace Data and Distributions.** Client acknowledges and agrees that Client shall have no rights or authorization to view, select, or utilize any Data Marketplace Data labeled or otherwise indicated as being applicable to or originating from any country or region outside of the United States.

6. Client will not (a) use any Audience File to target any individual/data subject/consumer who has exercised an option to which Client has, directly or indirectly, committed to honoring any opt out of having such individual's/data subject's/consumer's data disclosed and used for targeted advertising; (b) to the extent any individual/data subject/consumer exercises any opt out right (after use of the Audience File) Client will remove such individual/data subject/consumer from all future applicable targeting, including, but not limited to, further use of the same or any other Audience File and including by providing the applicable Platform(s)/Advertiser Direct Platform(s) with the applicable opt-out information and requiring its application by the Platform(s)/Advertiser Direct Platform(s) in a timely manner; (c) use of each Audience File shall comply with Applicable Laws and Codes and Applicable Best Practices; (d) Client shall comply with any future requirements imposed upon LiveRamp by Applicable Laws and Codes and/or – where such requirements are made known to Client by LiveRamp – by any Data Marketplace Data Providers; and (e) none of the activities for which it uses LiveRamp Services or for which it or Client uses any Audience File(s) will directly or indirectly constitute, involve, or facilitate the commission by LiveRamp of any unlawful or illegal act or any offense (including without limitation the infringement of any laws relating to defamation, obscenity or indecency) or the infringement of the rights of any other person.

7. Client agrees to Automatic reporting (including LiveRamp's applicable access) for each Advertiser Direct Platform where such Automatic reporting is available.



8. Client is prohibited from further resale or providing access to third parties of the Data Marketplace and Platforms Distributions Services and from using any distributed Audience File for the benefit of any third party.
9. Client may only use the Data Marketplace and Platforms Distributions Services Audience Files for purposes of ad targeting and measurement via the Platforms/Advertiser Direct Platforms in the United States, and for no other purposes.
10. Client warrants that it has an Advertising Agreement in place with the Platform/Advertiser Direct Platform destination(s) receiving its Audiences, and that the handling of distributed Audiences by the receiving Platform/Advertiser Direct Platform is subject to the terms and conditions of that Advertising Agreement.
11. Upon any expiration or termination of any applicable Agreement, Client shall require each Platform and Advertiser Direct Platform in possession of any distributed Audience File(s) to immediately cease use of and destroy or render inaccessible such Audience Files where Client cannot itself destroy the Audience Files via its applicable Seat(s) or ad account(s).
12. Use of each Audience File must comply with the Business Rules applicable to the Data Marketplace Data selected and used in the Audience File creation. Further, use of each distributed Audience File is subject to your compliance with Applicable Laws and Codes, Applicable Best Practices, and its own and each applicable Platform's/Advertiser Direct Platform's applicable privacy policies. Each Audience File delivered to a Platform/Advertiser Direct Platform: (a) is for use within and by such Platform's/Advertiser Direct Platform's ad services only; (b) within and via the Seat to which it was delivered; and (3) may not be accessed or utilized by any third party other than you and the Platform/Advertiser Direct Platform. Client is expressly prohibited from instructing, permitting, and/or authorizing any third party to sell, transfer, download, save, or redistribute any Audience File or any part thereof, including without limitation, redistributing any Audience File to any other Platform/Advertiser Direct Platform or any other Seat or ad account within the original Platform/Advertiser Direct Platform to which it was distributed (whether or not such other Seat or ad account is controlled or maintained by or for you).
13. Client is prohibited from transferring any Marketplace Data or resulting Audience File(s) to any third parties beyond distribution to the initial receiving Platform/Advertiser Direct Platform or beyond the initial Seat to which it was delivered.
14. Client will not actually receive (outside of the applicable Seat) nor be able to view any actual Data Marketplace Data or Audience File created or the contents thereof.
15. Client shall not – and shall not instruct, authorize, or permit any third party to act in any way to derive personal information from, or merge personal information with, any anonymous information, including, but not limited to, as included within any Audience File(s).
16. Unless a shorter time frame is required and specified in any notice for updated Audience File permitted uses or restrictions, Client shall have thirty (30) days to comply with any additional Data Marketplace Data Provider restrictions. If Client is unable or unwilling to comply with the additional restriction(s), then Client must immediately discontinue using the affected Audience File(s) and delete the Audience File(s) from its Seat in each applicable Platform/Advertiser Direct Platform.
17. Client grants LiveRamp all permissions and authorizations necessary to perform and provide the Data Marketplace and Platforms Distributions Services.
18. LiveRamp reserves the right, at the direction of any Data Marketplace Data Provider, Platform, or Advertiser Direct Platform, or in its sole discretion, to immediately suspend your access to and use of any distributed Audience File(s) in the event of any suspected or actual violation of these terms or the terms of an end Client agreement either directly with LiveRamp or with Deep Sync.

D. **Deep Sync One Fees.**

1. When Client creates an account with us via Deep Sync One, Client's will provide a credit card that we can charge for Client's use of Deep Sync One. We will establish a minimum credit line deposit ("**Credit Line Deposit**") amount of no less than USD \$100.00, but the Credit Line Deposit also may be higher based on anticipated use of our Services. The instant that Deep Sync One detects data spending in Client's Third Party Platform advertising account, we will charge Client's credit card for the Credit Line Deposit, typically in \$100 increments, however larger charge increments of \$250,



\$500, and \$1,000 may be recommended and also are available upon Client's request. The first Credit Line Deposit incurred is a non-refundable App access charge, and this charge is a minimum use commitment. If any Credit Line Deposit or other valid charge to Client's credit card payment fails, the Client will be notified by email and provided a reasonable time to remedy/correct the non-payment including by alternative payment method. If the Client does not resolve the payment issue, the Client's account will be suspended and prevented from delivering additional audiences until the payment method is updated.

2. When Deep Sync One detects a data segment appended to an ad set, Deep Sync One will multiply the media spend for that particular campaign by the appropriate data segment tier (e.g., 10%, 12%, or 15%; excluding custom-built segments, which can be priced higher.) Deep Sync One will deduct Client's data spend amounts from Client's account Credit Line Deposit. Whenever Client's Credit Line Deposit is 80% depleted/utilized, we will charge Client's credit card again in the established increment to replenish Client's Credit Line Deposit.

3. Custom Data Segments and Pricing. In the event Client orders custom data segments from us, the Fees we charge are variable and subject to the rates of the data supplying partner from whom we receive the data for the custom data segments. Client will work with the supplying data partner to establish a rate or rates. The supplying data partner will transmit its fee based on the applicable rate to us, and we will include such data partner fee in our fees charged to Client's users. We are not responsible in any way for any incorrect or otherwise disputed rate or fees forwarded to us by the data partner, although we will use good faith efforts to try to assist resolving any such dispute related to the rate/fee charged by the supplying data partner.

4. If Client cancels its Deep Sync One account to stop accessing the Deep Sync One, we will refund to Client any remaining balance of Client's Credit Line Deposit except for the non-refundable App access charge referred to in subparagraph (a) of this section. To cancel, please email support@deepsync.com. Once data is removed from the Client's Third Party Platform account, we will initiate the refund process.

5. Enhanced Onboarding and Pricing. In the event Client uses the Enhanced Onboarding feature available in the platform, the Fees we charge are based on the total number of input records sent to a Third Party Platform within each monthly billing period (defined by the calendar month). Users have the ability to mark files/datasets as active or inactive within our platform, and Deep Sync will calculate fees based on the total number of input records that were active at any point during the billing period. The amount owed in each monthly billing period will be calculated by taking the total number of input records active at any point within that period, and multiplying that number by the CPM (cost per thousand) price shown during checkout and further described on the following page https://deepsync.com/wp-content/uploads/2024/03/Pricing-Sheet_Enhanced-Onboarding.pdf.

6. When Client accesses Deep Sync One, Client can also access the following page which further describes our pricing and fees <https://help.deepsync.com/knowledge-base/deep-sync-one-flexible-affordable-pricing>.

(a) Access. Payments must be made by credit card. All access fees are non-refundable, unless Deep Sync agrees in writing to alternative payment processes.

(b) Usage. Client will be billed for any data usage pursuant to the terms located at <https://help.deepsync.com/knowledge-base/deep-sync-one-flexible-affordable-pricing> and/or described in Section 3. Payments must be made by credit card. All usage fees incurred are non-refundable.

(c) Miscellaneous Fee Services. Deep Sync One enables a number of miscellaneous services such as report generation in PDF format, and billing and payment for such services typically is managed within Deep Sync One, unless subject to manual invoicing as described in subparagraph (d) below.

(d) Manual Invoicing. Where a Client's overall purchase volume is substantial and the Client is paying for multiple Deep Sync Offerings, Deep Sync will entertain a Client's requests for manual invoicing outside of the Deep Sync One SaaS. Clients who believe they match the criteria for manual invoicing may contact Deep Sync to request manual invoicing at support@deepsync.com.

F. Deep Sync One Support.

1. If Client is having technical difficulties with Deep Sync One at any time, or if Client has questions about Deep Sync One, Client may email or call Deep Sync using the contact information on our website. All interactions between Client and Deep Sync may be recorded, including phone calls, emails, and live chats.

2. With respect to all communications between Client and Deep Sync, including, but not limited to, feedback, questions, comments, suggestions, and the like, Deep Sync will be free to use any ideas, concepts, know-how, or techniques contained in Client's communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information, without compensation or attribution to Client.

G. **Deep Sync One Intellectual Property**

1. Deep Sync One may contain material such as data, information, videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Deep Sync (collectively referred to as the **"DS One Content"**). DS One Content may be owned by Deep Sync or third parties. DS One Content is protected under both United States and foreign laws. Unauthorized use of DS One Content may violate copyright, trademark, and other laws.

2. Client may view all DS One Content for Client's own use and strictly as necessary for the purposes described in the Order, and for no other uses whatsoever, including whether personal or non-commercial uses. No other use is permitted without the prior written consent of Deep Sync. Deep Sync and its licensors retain all rights, title, and interest, including all intellectual property rights, in and to Deep Sync One Content. Client must retain all copyright and other proprietary notices contained in the original DS One Content. Client may not sell, transfer, assign, license, sublicense, or modify DS One Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use DS One Content in any way for any public or commercial purpose other than as described in the Agreement. Except as authorized pursuant to the Agreement, the use or posting of DS One Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

3. The trademarks, service marks, and logos of Deep Sync (the **"Deep Sync Trademarks"**) used and displayed on Deep Sync One are registered and unregistered trademarks or service marks of Deep Sync. Other Client, product, and service names located on Deep Sync One may be trademarks or service marks owned by others (the **"Third-Party Trademarks,"** and, collectively with Deep Sync Trademarks, the **"Trademarks"**). Nothing on Deep Sync One should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without Deep Sync's prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Deep Sync in writing. All goodwill generated from the use of Deep Sync Trademarks inures solely and exclusively to Deep Sync's benefit.

4. Elements of Deep Sync One are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of DS One Content may be retransmitted without Deep Sync's express, written consent for each and every instance.

H. **Deep Sync One Disclaimers.**

1. **Disclaimers.**

(a) CLIENT ACKNOWLEDGES THAT DEEP SYNC ONE, AND ANY OTHER DEEP SYNC OFFERINGS PROVIDED IN COMBINATION WITH DEEP SYNC ONE ARE NOT MEANT TO BE SUBSTITUTES FOR THE EXERCISE OF CLIENT'S OWN JUDGMENT AND COMPLIANCE WITH ANY APPLICABLE LAWS, THIRD PARTY TERMS TO WHICH CLIENT IS SUBJECT, OR CLIENT'S OWN BUSINESS INTERNAL PROTOCOLS. DEEP SYNC ONE IS FOR CONVENIENCE PURPOSES ONLY, AND DEEP SYNC ITSELF DOES NOT MAKE ANY DETERMINATIONS ABOUT THE USEFULNESS OR THE NATURE OF CLIENT'S USAGE OF DEEP SYNC ONE.

(b) CLIENT ACKNOWLEDGES THAT DEEP SYNC ONE MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DEEP SYNC ONE AND ALL OTHER DEEP SYNC OFFERINGS PROVIDED BY DEEP SYNC IN COMBINATION WITH DEEP SYNC ONE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND DEEP SYNC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE



2. Deep Sync One Marketplace Terms and Conditions. WITH RESPECT TO ANY CLIENT USE OF DEEP SYNC ONE MARKETPLACE AND IDV DATA, CLIENT ACKNOWLEDGES AND AGREES THAT DEEP SYNC IS IN NO WAY WHATSOEVER RESPONSIBLE FOR IDV DATA, AND CLIENT THEREFORE FULLY WAIVES ANY AND ALL CLAIMS AGAINST DEEP SYNC IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS ARISING FROM ANY IDV DATA. AS A CONDITION OF USING THE DEEP SYNC ONE MARKETPLACE FOR THEIR IDV DATA, EVERY IDV WILL AGREE TO BE RESPONSIBLE FOR ANY CLAIMS BY CLIENTS ARISING FROM THE IDV's IDV DATA, IF ANY, WHETHER ARISING IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS. CLIENT THEREFORE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DEEP SYNC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, LICENSEES, LICENSORS (OTHER THAN IDV), AND ASSIGNS FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, AND RESULTING DAMAGES, LIABILITIES, LOSSES, EXPENSES, CLAIMS, ACTIONS, AND/OR DEMANDS ASSERTED BY CLIENT AS ARISING FROM IDV DATA ACCESSED AND USED BY CLIENT IN DEEP SYNC ONE. CLIENT'S SOLE RECOURSE, IF ANY, IS WITH THE IDV PROVIDING ANY SUCH IDV DATA IN THE DEEP SYNC ONE MARKETPLACE.

3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES; THEREFORE, SOME OF OUR DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO CLIENT. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO CLIENT.