



RIDER FOR ORACLE AUDIENCE DATA

THIS RIDER FOR ORACLE AUDIENCE DATA (the “**Rider**”) forms part of the Services Agreement (“**Agreement**”) between Kenshoo Ltd. d/b/a Skai, or the Kenshoo Ltd. subsidiary, as applicable (collectively, “**Company**”) and the person or entity who acquires the Services under the Agreement (“**Customer**”). This Rider amends the Agreement for the purpose of enabling Customer to gain access to Company’s Audience Data offering provided by Oracle, all subject to the terms of this Rider as follows. For any conflicts between this Rider and the Agreement and any of its Amendments, this Rider shall take precedence. The terms and definitions in this Rider are identical to those in the Agreement and its Amendments, and shall be interpreted as such, unless expressly stipulated differently in this Rider

1. **Audience.** As part of Customer access to Company’s Audience Data offering to assist with its targeted marketing Customer will be entitled to use Oracle’s audiences and/or generate through Oracle’s lookalike audiences using Customer’s data (together: “**Specific Deliverables**”). Customer acknowledges that the Specific Deliverables are provided by Oracle, and their specifications, the Audience Data services (“**Audience Data Services**”), and use are subject to the then current Oracle terms and conditions.

Fees for the use of the Audience Data will be **15% of the premium Oracle Audience Media Budget or 10% of the standard Oracle Audience Media Budget**. Where both premium and standard Oracle Audience Data is included in the same ad set, fees will be charged based on the use of premium Oracle Audience Data. Company may change fees once per calendar quarter by providing prior written notice to Customer. Customer may receive refreshed Audience Data once per calendar quarter. Additional refreshed Audience Data may require approval from Oracle.

2. The following additional obligations and restrictions will apply to this Rider, including to Customer’s use of Audience Data:
 - a. Customer will use the Specific Deliverables in compliance with all applicable laws, rules of the applicable publisher, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines, including, without limitation, each of the Self-Regulatory Principles of the Digital Advertising Alliance (“**DAA**”) (currently available at <http://www.aboutads.info/principles>), as each set of the foregoing may be amended from time to time (“**Rules**”).
 - b. Customer will not use Audience Data to build, create or target to a new audience consisting of different individuals or households that share the same or similar attributes (i.e. a “look-a-like audience”) without Company's express written consent.
 - c. Customer acknowledges that use of the Visa Audiences powered by Datalogix Custom Segments is subject to Customer’s agreement and execution of the Visa End User Consent Forms.
 - d. Customer acknowledges that Oracle has agreed to comply with the Rules applicable to its role of providing the Services including the collection (to the extent Oracle is collecting data directly from consumers), compilation and/or sharing of the Specific Deliverables. If Company is unable to provide the Audience Data Services due to any changes in law or regulations, the parties agree to negotiate in good faith to amend this Rider.
 - e. Customer acknowledges that Company and/or Oracle retain all ownership and intellectual property rights in and to the Audience Data, derivative works thereof, and anything developed or delivered by or on behalf of Company and/or Oracle under this Rider.
 - f. If Customer provides data under this Rider (the “**Content**”), it grants Company and Oracle the right to host, use, process, display, and transmit the Content to provide the Audience Data Services pursuant to and in



accordance with this Rider. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Content, and for obtaining all rights related to the Content required to perform the Audience Data Services. Content shall not include any data that is collected from individuals located outside of the United States. Customer shall document, deploy, and maintain appropriate safeguards designed to protect the security, confidentiality, and integrity of Audience Data and the Content in its control.

- g. If the Content includes personal data, as that term is defined in the Rules (“**Personal Data**”):
- (i) Customer undertakes and warrants that any such Content is accurate and up-to-date (including with respect to opt-out or suppression information), and it will provide the minimum necessary personal data for the purpose of this Rider.
 - (ii) Customer will transfer any Personal Data directly to Company.
 - (iii) Customer shall provide notices and obtain (and renew) consents or ensure notices have been provided and consents have been obtained (or renewed, including opt-in consents) as required by the Rules before making the Content available to Company or Oracle. Such notices and consents must sufficiently inform data subjects of the purposes for which Personal Data included in the Content is being collected and used as permitted under this Rider. Customer shall maintain an easily-accessible privacy policy that is conspicuously linked on the home page, other relevant pages of its websites, and within its mobile applications. Customer’s privacy policy must contain the word “Privacy” (or equivalent) in the title and hyperlinks. Customer’s privacy policy must be easy to understand and provide sufficient details describing (a) the Personal Data it collects and share, (b) the circumstances in which it collects and shares it, (c) the purpose(s) for which it is collected and shared (including the purposes permitted under this Rider), (d) the data recipients by name and type of organizations Customer share its data with, and (e) any additional information required under the Rules.
 - (iv) If the content includes Personal Data, Customer agrees that its privacy policy will reference the following opt-out mechanisms:
 - for U.S.-based individuals, include a link to the DAA opt-out program (currently available at <http://www.aboutads.info/choices/>);
 - for information Customer may obtain from or through interactions with mobile devices, Customer must also provide the disclosures and notices and obtain the consents required by the Rules for mobile devices and include a link to the AppChoices program for opting-out (currently available at <http://www.aboutads.info/appchoices>).
- h. Customer will provide individuals with the right and means to receive a copy of, amend, delete or erase, restrict the use of, or obtain an exportable copy of their personal data. If Customer receives a request to exercise such a right, Customer will promptly notify Company of the request and provide Company with instructions and assistance to comply with such request. As necessary or upon Company’s request, Customer will make changes to Customer’s data so that it does not include any prohibited or incorrect personal data.
- i. Customer shall not use the Audience Data Services and/or the Deliverables to: (i) make decisions related to: (a) an individual's eligibility for employment, (b) health care, or (c) credit or insurance; (ii) to make decisions solely by automatic means where the decision: (y) has a significant effect on an individual person in any way that does or may discriminate against any person or (z) promotes bigotry, racism or harm; (iii) provide to Company or Oracle any data that falls under the sensitive or special data definitions in the Rules; or (iv) provide to Company or Oracle any data collected from sites directed to children under the age of sixteen (16) or from children whose age You know to be under sixteen (16).
- (i) Customer represents and warrants that for any data it provides that is required for the purpose of generating Deliverables (e.g. a “look-alike” audience): all such data will contain data only on US residents over the age of eighteen; and
 - (ii) such data will not contain any special or sensitive data, as those terms are defined in applicable laws and regulations;



- j. Customer will not restyle, convert, or alter Specific Deliverables or combine the Specific Deliverables with any other data source; however, this Section does not prohibit retargeting an individual that Customer previously targeted using Deliverables, but any such retargeting is subject to payment obligations under this Agreement.
- 3. Service Analyses. Oracle may (i) compile statistical and other information related to the performance, operation and use of the Audience Data, and (ii) use data from the use of the Audience Data in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Service Analyses may include aggregated and anonymized results of reports that measure the impact of offline or online advertising across media partner and other publisher sites, and contain results, data, correlations, conclusions, effectiveness, or other information relevant to comparing advertising strategy or effectiveness. Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate any Customer content or Customer Confidential Information in a form that could serve to identify Customer or any individual. Oracle retains all intellectual property rights in Service Analyses.
- 4. Without derogating from Company's rights under this Rider and/or the Agreement, Company may terminate or suspend the Audience Data Services if Oracle suspends or terminates its agreement with Company.
- 5. Indemnification. Customer will, at its sole cost and expense, defend and indemnify Company, Oracle and any one on their behalf from any and all damages, liabilities, costs and expenses awarded by the court for any claims arising from or related to (i) any claims that the content that Customer provides to Oracle infringes on the third party's intellectual property rights; or (ii) Customer's use of the Audience Data is in violation of its obligations of this Rider and/or the Agreement.
- 6. No Warranty. COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT FOR ALL SPECIFIC DELIVERABLES. KENSOO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM THE CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

Without derogating from the generality of the above, Company does not warrant any accuracy of the audience data and/or the entire risk as to the quality and performance of the Specific Deliverables is borne by Customer. This disclaimer of warranty constitutes an essential part of this Rider.

- 7. Limitation of Liability for Oracle Audience Data Services. WITHOUT DEROGATING FROM THE ABOVE, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY SERVICES RELATED TO AUDIENCE DATA GENERATED THROUGH ORACLE'S LOOKALIKE AUDIENCES USING CUSTOMER'S DATA, DIRECT OR INDIRECT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DAMAGES TO CAMPAIGN MANAGEMENT, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS RIDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SPECIFIC DELIVERABLES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR ANY BREACH OF THE AUDIENCE DATA SERVICES WARRANTY, COSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE DEFICIENT SERVICES.