

**Brilig**  
**Data Marketplace Master Services Agreement**

Please read this agreement ("Master Services Agreement") carefully before using the Brilig Data Marketplace. By using the Brilig Data Marketplace, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not use the data marketplace. By entering the word YES on this form, and pressing the SUBMIT button, you are agreeing to be bound by the terms of this agreement effective as of the date you gave your acceptance.

This Brilig Data Marketplace Master Services Agreement ("Agreement") is entered into as of today's date (the "Effective Date"), by and between Brilig, LLC ("Brilig"), a New York limited liability company, and the Customer whose name is set forth on the signature page hereof ("Customer"). Brilig and Customer agree as follows:

1. DEFINITIONS

"BDM" means the online technology platform operated by Brilig which is known as the Brilig Data Marketplace.

"Confidential Information" is defined in Section 10.

"Data" means anonymous audience data and/or advertisement campaign data which is provided to the BDM by Marketplace Members, or made available by Marketplace Members, for use by other Marketplace Members.

"Data Buyer" means a Marketplace Member that licenses Data and/or Segments from Data Sellers and/or Segment Builders through the BDM.

"Data Seller" means a Marketplace Member that transmits to the BDM Data which is then available to be licensed to other Marketplace Members that are Data Buyers and/or Segment Builders.

"Indemnifying Party" is defined in Section 11(C).

"Intellectual Property" is defined in Section 12(B).

"Legal Requirements" means all applicable federal, state and local laws, rules, and regulations including, without limitation, privacy, data protection, direct marketing and electronic communication laws, rules and regulations.

"Losses" is defined in Section 11(C).

"Marketplace Members" means customers of Brilig, including Customer, who have been authorized to access the BDM.

"PII" means personally identifiable information, i.e., data that could be used to identify, contact or locate a person or entity including, without limitation, name, address, telephone number, email address, social security or taxpayer identification number.

"Product Guide" means the most recently released version of the Brilig Data Marketplace Product Guide, which describes the functionality, operating guidelines and rules of conduct of the BDM and the manner in which BDM Members interact with the BDM. The Product Guide is revised from time to time by Brilig, and Customer will receive advance notice of the effective date of an updated Product Guide.

"Segment Builder" means a Marketplace Member that licenses data from Data Sellers through the BDM to create Segments which then may be licensed to Data Buyers.

"Segments" means anonymous audience data segments of Internet users based upon those users' Internet usage and other preferences. Segments are unique groups of Internet users that are dynamically created using criteria selected and defined by Marketplace Members.

2. ACCESS TO BRILIG DATA MARKETPLACE

A. Customer is hereby authorized and permitted to utilize the BDM as a Marketplace Member, and the attached Schedule or Schedules identify whether Customer is being authorized to access the BDM as (i) a Data Seller, (ii) a Data Buyer, and/or (iii) a Segment Builder. If at any time Customer desires to participate in the BDM in one of the foregoing categories for which it has not previously been authorized, the parties may execute and deliver an appropriate Schedule for such additional category, which shall be attached to and shall become a part of this Agreement. Brilig is not obligated to authorize Customer's access to the BDM in any capacity beyond that initially authorized hereunder.

B. Customer understands and agrees that from time to time the BDM and the features, functionality and services provided through the BDM may be inaccessible, unavailable or inoperable for any reason, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of Websites or interfaces, network congestion or other failures.

C. Solely for the convenience of Marketplace Members, the BDM makes available a form of data licensing agreement which Marketplace Members may elect to use for effecting licensing transactions between one another, whereby the parties may negotiate the license pricing, insert the agreed rate, and execute and deliver the license agreement. Brilig makes no representations or warranties of any kind with respect to such form agreement, does not provide or intend to provide legal advice, and Customer assumes all responsibility and liability with respect to the use of such form agreement if it elects to use it.

3. PRODUCT GUIDE AND MEMBER CONDUCT

A. Customer acknowledges receipt of the Product Guide and represents and warrants that it has reviewed the Product Guide which is available at <http://www.brilig.com/guaranteedROI>. Customer agrees to abide by all of the BDM terms of service set forth in the Product Guide (except to the extent Customer and another Marketplace Member may have agreed in writing with one another to waive or alter certain of the rules of conduct specifically for transactions between such Marketplace Members). Customer represents that it understands that certain features of the BDM are subject to permissioning by Customer and/or opt-in/opt-out features, as further described in the Product Guide. It is Customer's sole responsibility to review the permissioning and opt-in/opt-out features of the BDM, to transmit its election to the BDM, and to transmit to the BDM any desired changes to its prior elections. Brilig shall have no responsibility or liability to Customer in the event Customer fails to make, change or update any particular optional election provided by the BDM.

B. Brilig may, in its sole and absolute discretion, refuse to accept on the BDM any Data from a Data Seller or any Segments which contain, promote, reference or relate to: profanity, sexually explicit materials, hate material, violence, illegal discrimination, or any other Data or Segments deemed inappropriate, sensitive, unsuitable, or

harmful to the reputation of Brilig or its Marketplace Members. Brilig will also not accept Data if Brilig determines that it is from illegal sources or contains a PII component, and Customer agrees not to transmit to the BDM any such Data.

#### 4. OWNERSHIP OF DATA AND SEGMENTS

Brilig and the BDM do not own any of the Data or Segments submitted to or made available through the BDM by Customer or any other Data Sellers, Data Buyers or Segment Builders. As between Brilig and the BDM, on the one hand, and the Marketplace Members, on the other, each Marketplace Member owns all right, title and interest in and to the Data and Segments submitted or made available by such Marketplace Member and all proprietary rights therein. Other than the rights expressly granted to Brilig and other Marketplace Members under the Agreement (or any separate agreement between the Data Seller or Segment Builder and any third party) with respect to the Data or Segments, no right, title or interest in or to any of the Marketplace Member's Data or Segments, or any proprietary rights therein, are transferred to Brilig, the BDM or any other Marketplace Member by the Customer under this Agreement.

#### 5. FEES

A. In connection with its use of the BDM and the products and services provided through the BDM, Customer agrees to pay all fees payable by Customer as set forth on Schedules I, II and III at the rates set forth thereon, and otherwise agrees to the terms set forth on Schedules I, II and III. Customer also agrees to pay all fees to other Marketplace Members as set forth in any separate agreement between Customer and such other Marketplace Members.

B. All payments for fees due to Brilig hereunder shall be paid within 30 days after Customer's receipt of an invoice. Late payments shall be subject to a late payment fee of 1.5% per month or, if lower, the highest rate permitted by applicable law. Customer will also be responsible to pay any collection fees and costs, including legal fees and expenses and collection agency charges, if Brilig incurs any of such costs in connection with collecting any unpaid fees. Unless otherwise specified, all charges are exclusive of taxes.

#### 6. TERM AND TERMINATION

A. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year, and thereafter shall continue and remain in effect for additional one-year renewal terms, in each case unless this Agreement is earlier terminated as provided below.

B. Either party may terminate this Agreement without cause by giving at least 90 days' prior written notice of termination.

C. Either party may terminate this Agreement by giving written notice of termination if the other party defaults in the performance of any material provision of this Agreement and fails to cure such default within 15 days after written notice from the non-defaulting party. Without limiting the foregoing, any failure by Customer to pay an amount due under this Agreement shall be deemed a default of a material provision of this Agreement.

D. Brilig may immediately terminate this Agreement, and disable Customer's access to the BDM, if Customer violates any of the terms of service set forth in the Product Guide (except to the extent Customer and another Marketplace Member may have agreed in writing to waive or alter such terms of service with respect to transactions solely between them).

#### 7. COMPLIANCE WITH LAWS

The parties shall comply in all material respects with all Legal Requirements.

#### 8. RECORD-KEEPING; AUDIT RIGHTS

A. If Customer is a Data Buyer or Segment Builder, Customer agrees that at all times during the term of this Agreement and for at least one year after the termination or expiration of the Agreement, it shall maintain current, accurate and complete books and records relating to its usage of the Data in compliance with the terms of this Agreement and the Product Guide.

B. If Customer is a Data Buyer or Segment Builder, Customer agrees that Brilig, or any designee of Brilig, shall have the right, at any time during the term of this Agreement and for one year thereafter, to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to Customer at least 10 business days prior to the commencement of any such examination, inspection, review or audit. Such audit shall be strictly limited to those books and records which specifically relate to information pertinent to the use of the Data. In the event an audit reveals an underpayment by Customer, Customer shall promptly pay the amount of the underpayment. If the amount of any underpayment by the Customer is more than 5% of the amount due for the period being audited, the Customer shall promptly reimburse Brilig for its costs and expenses of the audit in addition to payment of the underpaid amount.

#### 9. PRIVACY

Customer represents, warrants and agrees that (i) it will not provide to or through the BDM any Data containing PII and (ii) it will comply with the privacy standards and requirements set forth in the Product Guide.

#### 10. CONFIDENTIALITY

Each party (a "receiving party") may receive from the other party information that relates to the other party's business, research, developments or trade secrets, including but not limited to data, customer names and marketing plans ("Confidential Information"). Confidential Information shall also include the terms of this Agreement, including, but not limited to, pricing. Each party agrees to use at least the same degree of care, but not less than reasonable care, to prevent disclosing to other persons the Confidential Information of the other party. Each receiving party further agrees not to use for any purpose other than the purposes contemplated by this Agreement, or disclose, or permit any other person or entity access to, the other party's Confidential Information, except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such receiving party requiring access in order to perform his employment or services as they relate to this Agreement. Each receiving party shall insure that its employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section. A receiving party shall immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement. Confidential Information shall not include information of the other party which (i) the receiving party rightfully possessed before it received such

information from the disclosing party; (ii) subsequently becomes publicly available through no fault of the receiving party; (iii) is subsequently furnished to the receiving party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the receiving party will use reasonable efforts to notify the other party prior to disclosure. Upon the expiration or termination of this Agreement, each party shall, upon request of the other party, return or destroy all Confidential Information of the other party. In the case of destruction, the receiving party shall certify such destruction to the other party within thirty (30) days following request for such certification. The parties acknowledge that, if a party breaches (or attempts or threatens to breach) its obligations under this Section, the non-breaching party may suffer irreparable harm. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief against the breaching party, its officers or employees, without the necessity of posting a bond, in addition to such other rights and remedies to which the non-breaching party may be entitled at law, in equity or under this Agreement for any violation of this Section.

## 11. LIMITATION ON LIABILITY; INDEMNIFICATION

A. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM ANY ASPECT OF THE COMMERCIAL RELATIONSHIP DESCRIBED HEREIN. IN ADDITION, EACH PARTY'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO SUCH PARTY BY THE OTHER PARTY UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF THE RELEVANT CLAIM. THE FOREGOING LIMITATIONS SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS HEREUNDER; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY; OR (E) LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT.

B. BRILIG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), OR RESULTS TO BE DERIVED FROM THE USE OF ANY DATA, SOFTWARE, SERVICES, OR WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED HEREUNDER OR ANY PARTICULAR APPLICATION OR USE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER.

C. (i) Each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other party, its agents and employees from and against any cost, loss or expense (including reasonable attorney's fees) resulting from any claims by third parties for loss, damage or injury ("Losses") allegedly caused by any breach of a representation, warranty or covenant of this Agreement (including the

terms of service set forth in the Product Guide) by the Indemnifying Party, its agents or employees provided that the indemnified party provides the Indemnifying Party with (a) prompt written notice of such claim or action, (b) sole control and authority over the defense or settlement of such claim or action, provided that the Indemnifying Party shall not settle any claim without indemnified party's consent except if it involves a full release of the indemnified party and does not require the indemnified party to pay any money or subject it to any post-settlement restrictions, and (c) proper and full information and reasonable assistance to defend and/or settle any such claim or action.

(ii) If Customer is a Data Buyer, Customer agrees to indemnify, defend and hold harmless Brilig, its agents and employees from and against any Losses claimed to have been caused by (1) Data Buyer's websites, (2) any material to which users can link through Data Buyer's websites, (3) any consumer, governmental or regulatory complaint arising out of any campaign conducted by Data Buyer or its clients, including but not limited to any spam or fraud complaint and/or any complaint relating to failure to have proper permission to conduct such campaign to the consumer, (4) libel, defamation, violation of rights of privacy or publicity, or infringement of any third-party right, fraud, false advertising, misrepresentation, product liability or violation of any Legal Requirement in connection with Customer's websites and Customer's activities conducted using the BDM or Data obtained through the BDM, provided that the indemnified party provides Customer with (a) prompt written notice of such claim or action, (b) sole control and authority over the defense or settlement of such claim or action, provided that Customer shall not settle any claim without indemnified party's consent except if it involves a full release of the indemnified party and does not require the indemnified party to pay any money or subject it to any post-settlement restrictions, and (c) proper and full information and reasonable assistance to defend and/or settle any such claim or action.

(iii) If Customer breaches (or attempts or threatens to breach) its obligations under any of the rules of conduct set forth in the Product Guide which restrict Customer's use of Data to specifically agreed transactions conducted through the BDM, Brilig and its Marketplace Members may suffer irreparable harm. Accordingly, Brilig shall be entitled to seek injunctive relief against Customer, without the necessity of posting a bond, in addition to such other rights and remedies to which Brilig may be entitled at law, in equity or under this Agreement for any such actual or threatened violation.

## 12. INTELLECTUAL PROPERTY

A. If Customer is a Data Buyer or Segment Builder, Brilig hereby grants to Customer a nonexclusive, limited, revocable license to use the BDM, access the Data and Segments, and utilize the Data and Segments as contemplated herein, subject to paying the fees set forth on the Schedules. Customer acknowledges and agrees that the Data Sellers and Segment Builders own all right, title and interest in and to their respective Data and Segments and all related Intellectual Property rights.

B. Subject to the limited licenses granted to Customer hereunder, each party shall own and retain all right, title and interest in its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, know-how and proprietary technology, including, without limitation, those trade names, logos, trademarks, service marks, trade dress, copyrights, patents, testimonials, endorsements, know how, trade secrets and proprietary technology currently used or which may be developed and/or used by it in the future ("Intellectual Property"). Except as provided in this Agreement, neither party may distribute, sell, reproduce, publish,

display, perform, prepare derivative works or otherwise use any of the Intellectual Property of the other party without the express prior written consent of such party.

### 13. PUBLICITY

Neither party will, without the other party's prior written consent, use the name, service marks or trademarks of the other party or any of its affiliates; provided, however, that (i) Brilig may use Customer as a reference and may include Customer on a list of BDM members which may be used for marketing purposes; and (ii) Customer may indicate to others that Brilig is the provider of services covered by this Agreement.

### 14. REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that (i) Customer is the owner of each website Customer designates in connection with the use of the BDM, or that Customer is legally authorized to act on behalf of the owner of such website for the purposes of this Agreement, and (ii) Customer has all necessary right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder, and the person signing or otherwise accepting this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

### 15. MISCELLANEOUS PROVISIONS

A. The parties are serving as independent contractors to each other under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture between the parties. Neither party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.

B. Any notices to be given hereunder to the other party, including any notice of a change of address, shall be in writing and shall be deemed validly given (a) when delivered if delivered personally; (b) on the next business day if sent by prepaid next business day express delivery service; (c) three business days after mailing if sent by registered or certified mail, postage prepaid, return receipt requested; or (d) upon transmission if sent by confirmed fax transmission; and addressed to such party at the address or fax number indicated for such party on the signature page of this Agreement, or at such other address as a party may indicate in a written notice to the other party.

C. One or more Schedules are attached to this Agreement and are hereby incorporated by reference. Following execution of this Agreement, certain additional Schedules may be expressly agreed upon by the parties whereupon such Schedules shall become part of this Agreement and incorporated by reference. In the event of any conflict between the terms of this Agreement and any Schedule, the Schedule shall control.

D. Either party may assign this Agreement to a successor in connection with the sale or other transfer of such party's business or the operating unit involved with this Agreement upon prior written notice to the other party. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

E. No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of

any provision of this Agreement shall not be construed as a waiver of any subsequent breach.

F. Neither party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials or failures of telecommunications or electrical power supplies. A party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. Both parties shall use all reasonable efforts to overcome or work around the force majeure event as soon as reasonably practicable.

G. The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws rules which might otherwise require the application of the substantive law of a jurisdiction other than New York. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in New York County, New York, and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.

H. The provisions of Sections 4, 5, 8 through 13, and 15 shall survive any expiration or termination of this Agreement.

I. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

J. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

The parties have executed this Agreement as of the Effective Date.

**BY ENTERING THE WORD YES ON THIS FORM AND PRESSING THE SUBMIT BUTTON YOU ARE ELECTRONICALLY SIGNING THIS DOCUMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

attached.