



IMPORTANT—READ CAREFULLY

INFORMATION SERVICES AGREEMENT

POSTED SEPT 21, 2020

THE PROVISION AND USE OF THE SERVICES OF CLARITAS, LLC AND ITS AFFILIATES (COLLECTIVELY, “CLARITAS”) ARE GOVERNED BY THE TERMS OF THIS INFORMATION SERVICES AGREEMENT (“AGREEMENT”), WHICH ARE INCORPORATED BY REFERENCE INTO LICENSE ORDERS, STATEMENTS OF WORK AND OTHER ORDERING DOCUMENTS EXECUTED BY THE PARTIES, UNLESS SUPERSEDED BY A SIGNED LICENSE AGREEMENT.

1. Agreement & Orders. This Agreement, including any service-specific appendices executed by the parties and made part of this Agreement (each, an “Appendix”), governs the provision of all Claritas services (each, a “Service”), including access to software applications, technology and tools through a web-based hosted interface (“Platform”) and/or delivery of licensed data, maps, reports, tools, technology and other materials (collectively, “Licensed Materials”), as identified in such license, service, or list orders, statements of work, or other ordering documents executed by Claritas and Licensee, or as otherwise issued subject to an Appendix (collectively, “Orders”). Unless superseded by a separately executed agreement, these terms apply to all Services provided to Licensee. Any entity which controls, is controlled by or is under common control with Licensee or Claritas (“Affiliate”) may issue Orders under this Agreement. An Order made only with Licensee or Licensee Affiliate does not automatically vest rights in any Licensee parent, subsidiary or affiliate that is not party to or authorized by the Order. All references to “Licensee” in this Agreement are deemed to include any Licensee Affiliate issuing an Order. In the event of a conflict between this Agreement and any Order, this Agreement will govern, with any additional terms or use restrictions expressly set forth in an Order governing the scope of that Order.

2. Updates & Enhancements. Claritas will provide Licensee with updates and enhancements to the Services as set forth in the Order, Appendix and/or as are generally made available to other licensees during the term of license (“Term”). Claritas reserves the right, from time to time, to enhance, update or otherwise change any Service, provided that such modifications do not materially degrade the functionality of that Service.

3. Payment & Invoicing. Charges are invoiced as stated in the Order or Appendix. Undisputed invoices, including those for any applicable sales or use tax, are payable within 30 days. Claritas reserves the right to suspend Services and invoice Licensee for accrued interest (at 1.5% per month) if past due, undisputed amounts remain unpaid 30 days following written notice.

4. License Grant. Services, including Licensed Materials, are the exclusive property of Claritas and/or its third party licensors (“Licensors”). Claritas grants to Licensee a non-exclusive, non-transferrable license for the specified Term to use the Services internally and as further specified below and in the Order or Appendix, in support of Licensee’s marketing and promotional purposes in the United States. Licensee may only use the Licensed Materials on behalf or in support of its clients’ (each a “Client”) promotional efforts to the extent specified in the applicable Order or Appendix. Licensee may enlist the services of a third party processor to utilize the Services on Licensee’s sole behalf, provided that such third party has executed a Third Party Processor Agreement with Claritas. Notwithstanding the foregoing, a Third Party Processor Agreement is not required for any dedicated third party processor or consultant functioning as part of Licensee’s internal team (not acting on behalf of multiple clients, while representing a separate service provider) or any technology service provider having incidental or indirect access to the Services; provided Licensee assumes responsibility and liability for such third party to the same extent as it assumes for its own employees.

5. Disclosure of Output. Licensee may share reporting and analysis containing excerpts of aggregated (not individual or household) data from the Licensed Materials (collectively, “Output”) with third parties, in support of Licensee’s efforts to market or promote its own (and/or its Clients’, to the extent authorized) business, products or services. Output disclosed to third parties may not be presented in a misleading



manner, must cite Claritas and any sourced Licensor, and may not remove or obscure any copyright, trademark or restrictive legend. No portion of the Services may be used internally or disclosed externally in a manner that is competitive with Claritas' services.

6. Use Restrictions. Except as expressly authorized in this Agreement or the applicable Order, Licensee will not:

(a) Copy or reproduce the Licensed Materials (except for execution and backup purposes, or to generate Output, which may be reproduced as needed), exceed the number of specified licensed users, or reverse engineer, decompile, decode or attempt to re-identify an individual from any portion of the Services;

(b) Distribute, resell, sublicense or otherwise provide Licensed Materials or derivatives based on the Licensed Materials to any third party, or place the Licensed Materials or Output on any publicly accessible website, without Claritas' prior written consent;

(c) Use the Licensed Materials to prepare, verify or modify any directory or mailing or marketing list which is owned by a third party or distributed to third parties not acting on Licensee's behalf, or to develop any application or service for list enhancement or data appending;

(d) Use any portion of the Licensed Materials (i) for determining terms or eligibility of an individual for employment, credit, healthcare, or insurance, (ii) for any purpose for which a consumer report may be used under the Fair Credit Reporting Act or that could result in disparate impact or treatment on a prohibited basis under the Equal Credit Opportunity Act or Fair Housing Act, or (iii) in conjunction with any content, including marketing communications, solicitation or ad copy, that is discriminatory, profane, obscene, or illegal, or that refers to selection criteria, presumed knowledge, or the source of personal information about a recipient;

(e) Use the Licensed Materials to drive physical store, site or location planning and placement, including the identification or ranking of: (i) markets based on growth potential (market prioritization) for site placement, (ii) high potential areas to determine the number of physical sites to drive optimal sales (market optimization), or (iii) physical locations for review and analysis of store trade area (site scoring or planning). If not used for site or store placement, scoring or planning, as prohibited above, Licensee may use the Licensed Materials to analyze store trade areas, geographies, clustering, consumer profiling and/or demand potential to enable product profiling, sales/pre-assortment analysis and/or demand.

7. Licensee Data. Licensee may submit to Claritas confidential and proprietary records that include personal data, such as names and addresses, originating from the United States only ("Licensee Data"). Such records must be in encrypted, machine-readable format and exclude all sensitive data elements, including protected health information, and any information not specifically requested by Claritas. Licensee grants to Claritas a limited, non-exclusive license, in the United States, to use Licensee Data for and on behalf of Licensee, for data append (e.g., segment coding) and other Services, solely to the extent authorized by the applicable Order or Appendix.

8. Confidentiality & Security.

(a) Either party ("Disclosing Party") may provide the other party ("Receiving Party") confidential materials and information, including Licensee Data, Licensed Materials, Output, and/or any financial, sales, or business information, that are not (i) disclosed in public materials or in the public domain through no action or disclosure by the Receiving Party; (ii) lawfully obtained from a third party without any obligation of confidentiality; (iii) lawfully known to the Receiving Party prior to disclosure by the other party; or (iv) independently developed by the Receiving Party without reference to the Disclosing Party's information (collectively "Confidential Information").

(b) As between the parties, each party retains all ownership to its Confidential Information. The Receiving Party will maintain the confidentiality of and will not use or disclose such Confidential Information to a third party, with the exception of disclosures to the Receiving Party's auditor or legal counsel and disclosures authorized by this Agreement or an Order, for which the Receiving Party will be responsible for compliance by recipients with applicable terms of confidentiality and use of such Confidential Information. If compelled by law or regulation, the Receiving Party may disclose Confidential Information to a court or regulatory authority following written notice to the Disclosing Party and, to the extent possible, the



opportunity to obtain protective orders or evidentiary stipulations. The Receiving Party will limit disclosures to the minimum necessary to comply with legal or regulatory requirements or other authorized purpose. If required, Licensee's name may be disclosed to a Licensor for royalty reporting purposes only, subject to obligations of confidentiality. Neither party may use the name, trademark or logo of the other party in any advertising or promotional material without prior written consent, except as part of a preferred vendor or customer list, which is permissible by either party. Any unauthorized disclosure or distribution of Confidential Information may cause irreparable harm and entitle the Disclosing Party to injunctive relief.

(c) The Receiving Party has implemented and maintains an information security program appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of information received and stored, containing appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Confidential Information, with measures designed to prevent unauthorized access and disclosure. The Receiving Party will notify the Disclosing Party of any unauthorized access to or unauthorized use or disclosure of the Disclosing Party's Confidential Information.

(d) The Receiving Party will destroy the Disclosing Party's Confidential Information within 30 days following the Term, or earlier, upon request, with the exception that any backup media created by the Receiving party and stored as part of its business continuity or disaster recovery plan, which may include portions of Confidential Information, will be destroyed in accordance with the Receiving party's internal destruction policy.

9. Representations & Warranties.

(a) Mutual. Each party represents and warrants that (i) it has all rights necessary to enter into this Agreement; (ii) its collection, provision and/or use of data and Services in connection with this Agreement will comply with all applicable laws and regulations, including privacy, data protection and telemarketing laws, self-regulatory standards and generally accepted industry guidelines ("Applicable Laws"), e.g., CCPA, CAN-SPAM, DO NOT CALL, COPPA, Child Registry laws, FCPA, IAB, DMA/ANA, DAA, NAI; and (iii) its respective data (e.g., Licensee Data, Licensed Materials), services and/or advertising content associated with the Services do not violate the rights of third parties, including material that contains or constitutes intellectual property infringement, false advertising, invasion of privacy or defamation.

(b) By Claritas. Claritas represents and warrants that the Services do not contain any hidden code, instruction or program that could be used to delete, disable or damage any software or hardware operated by Licensee.

(c) By Licensee. For any use of Services that includes measurement, tracking or targeting audiences within any website, web page component, podcast, advertising, email, application, or other digital property ("Site", which includes any website associated with advertised brands), such as Services involving the placement of Claritas tags or pixels ("Pixels") directing impressions data to Claritas, Licensee represents that: (i) no terms of use, privacy policy, or representations made to Site visitors will be violated by such use; (ii) Sites will display privacy policies that disclose applicable data collection practices, including the types of data collected and purposes for which data is collected by or transferred to third parties, plus feature working mechanisms that conspicuously enable consumers opt-outs in accordance with Applicable Laws; and (iii) such Services will not be used in conjunction with any Site directed to children under the age of 16, or in any manner implicating the Children's Online Privacy Protection Act. Unless incorporated into an email campaign, Licensee may not remove a Pixel from any Site without notifying Claritas or install the Pixel into unauthorized Sites without prior written consent. Licensee acknowledges that Claritas automatically rejects and will not process any personal information originating from outside of the United States. Claritas reserves the right to exclude any use of the Services that does not comply with these terms.

(d) Disclaimer. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. Data may be subject to transcription and transmission error and are provided on an "as is," "as available" basis.

10. Limitations of Liability. IN NO EVENT WILL CLARITAS, LICENSEE OR ANY LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES DUE TO LOSS OF DATA OR PROFITS ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM (WITH THE EXCEPTION OF A CLAIM FOR NONPAYMENT) BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOR FOR ANY CLAIM (UNLESS SUBJECT TO AN INDEMNITY OBLIGATION) IN EXCESS OF AMOUNTS PAID DURING THE PRECEDING TWELVE MONTHS (“ANNUAL SPEND”) IN CONNECTION WITH THE SERVICES GIVING RISE TO SUCH CLAIM. TOTAL LIABILITY FOR A CLAIM FOR WHICH A PARTY IS EXPRESSLY INDEMNIFIED WILL NOT EXCEED \$250,000 OR THE ANNUAL SPEND, WHICHEVER IS GREATER.

11. Indemnification. Each party will indemnify the other and defend or settle at its own expense any claim by a third party arising from the party’s breach of its Use Restrictions, Representations & Warranties, and Confidentiality & Security obligations, or arising from its gross negligence or willful misconduct. The indemnified party must provide prompt notification and reasonable information and cooperation in defense of the claim, ceding control of the defense and settlement to the indemnifying party, including selection of reputable counsel; provided that the indemnifying party will keep the indemnified party reasonably informed and will not enter into any settlement that includes an admission of fault or liability by the indemnified party without such party’s approval.

12. Term and Termination. An Order and each Service will remain in effect for the specified Term, except as set forth below or in the applicable Order or Appendix. Licensee may terminate and receive a refund of fees paid for any Service that fails to conform to this Agreement, the Order or published specifications, if not repaired or replaced with a conforming Service within 60 days following receipt of Licensee’s written notice of nonconformity. Either party may terminate a Service in the event of (a) a material breach by the other party (other than a Service nonconformity as specified above) which remains uncured after 30 days following written notice; (b) insolvency or a proceeding in bankruptcy against the other party; or (c) a change in applicable law or regulation that materially limits or prevents the provision or use of a Service. Claritas may also terminate a Service that is being discontinued or terminated for all licensees of that Service. Licensee may otherwise terminate Services only as specified in the Order or Appendix. Upon expiration or termination, Licensee will cease all use of the terminated Service, including any Licensed Materials stored in a data lake, repository or other multi-user environment. Output and appended Licensed Materials in Licensee’s possession may be retained internally for historical, comparative or archival purposes only. All other Licensed Materials in Licensee’s possession must be purged and destroyed within 30 days. Upon request by Claritas, Licensee will provide written verification of its compliance with this Section. Licensee’s failure to cease its use or provide written verification, as required, may effect, at Claritas’ sole discretion, an extension of the applicable Order for consecutive ninety day periods, for a prorated fee, until Licensee complies with its obligations pursuant to this Section.

General Provisions

13. Governing Law. This Agreement is governed by the laws of the State of Ohio, without regard to its choice of law provisions.

14. Merger; Modification. This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and merges and supersedes all prior proposals, discussions or other communications. This Agreement may not be modified, except by written consent of the parties.

15. Assignment. This Agreement is for the benefit of and binding on the parties and their successors and assigns. It may not be assigned by either party without the prior written consent of the other, except that either party may, upon written notice, assign its rights and obligations under this Agreement or any Order to an affiliate pursuant to a corporate re-organization or to a successor to its business; provided that (a) Licensee’s contemplated assignment will not be to a direct competitor of Claritas and (b) such assignment does not expand the scope of, or change the terms or charges, of any license granted.



16. Verification of Compliance. During the Term and 12 months thereafter, in the event Claritas reasonably suspects a breach by Licensee, Claritas may request and Licensee will provide a written account (email acceptable) by a duly authorized executive or officer of Licensee, along with any reasonably requested documentation, verifying compliance with applicable terms, as may be appropriate.

17. Force Majeure. Neither party will be liable for any loss arising out of a delay or interruption in its performance due to any act of God, governmental authority, or public enemy, or due to war, terrorism, riot, flood, civil commotion, insurrection, severe weather conditions, or other cause beyond the reasonable control of that party.

18. Purchase Orders. The terms and conditions of this Agreement supersede the terms of any purchase orders or other documents issued by Licensee with respect to the Licensed Materials.

19. Survival. Obligations concerning use restrictions, representations and warranties, confidentiality, liability, indemnification, payment and post-termination use and destruction will survive termination.
