



Live Ramp Addendum

_____ (“you”) have asked Pontiac Intelligence LLC (“Pontiac” or “us”) either (a) to serve as an intermediary for delivering certain information and data provided by you for use in media targeting (“Client Targeting Information”) to one or more platforms, including without limitation Live Ramp, Amazon, Google, and Facebook, and such other platforms as you or we designate from time to time, or (b) to make available to you the ability to upload and use Client Targeting Information through the LiveRamp service and platform accessible via the Pontiac Intelligence LLC self-service platform. It is our understanding that the Client Targeting Information may include information considered to be personally identifying information (“PII”), such as postal and email addresses. You agree that you are solely responsible for any Client Targeting Information you provide, including PII; represent that such information has been lawfully obtained and that you have all permissions and authorizations necessary for its intended or anticipated use; and that your provision of the Client Targeting Information to us or to LiveRamp, our or your upload of the information and use of it in connection with our or LiveRamp’s services, and our targeting of ads using the Client Targeting Information will not violate the rights of any third-party or any applicable law or regulation. You will defend, indemnify and hold Pontiac Intelligence LLC, LiveRamp and their respective affiliates, successors, managers and employees harmless from and against any claim or loss (including reasonable attorneys fees) arising from (a) your breach of this agreement, or your representations and warranties herein, or (b) our or LiveRamp’s use of the Client Targeting Information for the designated purposes. You will further defend, indemnify and hold harmless Pontiac, its affiliates, successors, managers and employees from and against any claim or loss arising from a claim by LiveRamp, any consumer, or any governmental agency related to your use of LiveRamp’s services. If you provide us with Client Targeting Information for us to upload on your behalf, we will not retain a copy of Client Targeting Information after upload and we will not use it for any purposes other than for the designated purposes.

In order to make LiveRamp services available to you through Pontiac, you must agree in writing to the following terms and conditions and appoint us as your agent for the limited purpose of agreeing to LiveRamp’s terms and conditions of use on your behalf.

You agree to honor all consumer elections not to receive marketing solicitations, whether such elections are directed initially to you, to us, or to any of your representatives. If such an election is related to email marketing, you must unsubscribe the consumer within ten (10) business days from receipt of the request or election. It is your responsibility to ensure that the most current, legally required suppression information has been applied prior to marketing use of any data files you provide to us or of any PII. You also agree to comply with applicable laws, including without limitation the CAN-SPAM Act, regulations and self-regulatory guidelines of



the DAA, IAB and/or DMA, including the provisions in the DAA Self-Regulatory Principles restricting the merger of personally identifiable information with online behavioral data.

LiveRamp's services cannot be used for, and you will not use them in connection with (i) adult entertainment, i.e., pornography, (ii) illegal gambling, (iii) any other product or service that is illegal in the country or locality in which it is sent or received, including without limitation to discriminate on the basis of race, gender, religion, sexual orientation, or in any way that could be deemed unfair under applicable law. Further, you shall not use LiveRamp's products and services for the purposes of determining (iv) employment eligibility, (v) credit eligibility, (vi) health care eligibility, or (vii) insurance eligibility underwriting and pricing.

You must encrypt any PII, using industry standard encryption measures, before transferring such information to us or to LiveRamp over a public network or on physical media. You shall not provide to LiveRamp or us, or permit any third party to provide to LiveRamp or us on your behalf, any of the following information ("**Prohibited Data**"): (i) a government-issued identification number (*e.g.*, Social Security Number, driver's license number, state identification number, or passport number); (ii) a financial or customer account number, including financial institution or bank account number or a credit or debit card number; (iii) information regarding an individual's sexual orientation, religion, or health or medical condition, including Protected Health Information, as defined in 45 CFR 160.103, or any sensitive personal data or special categories of personal data as defined by applicable data protection law; (iv) unique biometric data or a digital representation of biometric data; (v) an individual's full date of birth; (vi) the maiden name of an individual's mother; (vii) an individual's digitized or other electronic signature; (viii) a user name, email address or other unique electronic identifier or routing code, which is sent in combination with a personal identification code, password, or security question and answer that would permit access to an online account, (ix) any data associated with an individual's status as a person under the age of thirteen (13), or (x) any information that would permit us or you to uniquely re-identify (a) specific individuals, (b) specific households or (c) groups of fewer than twenty-five (25) individuals or values.

You represent and warrant that (i) you fully own or have the authority to use and to allow us and LiveRamp to use the Client Targeting Information, and that in obtaining or collecting Client Targeting Information you did not violate any law, any applicable regulations or self-regulatory guidelines, such as those promulgated by the DAA, or the rights of any third party, (ii) you authorize us to provide Client Targeting Information to third parties on your behalf and to obligate you to abide by LiveRamp's service agreement and terms and conditions of use, (iii) you shall not instruct us or LiveRamp to process or to take any other action with Client Targeting Information that you know or should reasonably know would violate an applicable law, your or our published privacy policies, or any other published privacy policies or notice and disclosure



statements under which such data was collected, and (iv) the Client Targeting Information, when used by us or LiveRamp in the manner expected, will not infringe upon the intellectual property rights of any other party.

You agree that pursuant to this agreement you are authorizing us to act as your agent for purposes of entering into agreements with LiveRamp with respect to your access to LiveRamp services (including the uploading of Client Targeting Information via an FTP link accessed through the Pontiac platform) and the licensing of Client Targeting Information to LiveRamp in connection with those services. All rights, benefits, privileges and properties vested in us pursuant to such agreements are vested in us for your benefit, and all obligations, liabilities, and duties imposed on us pursuant to such agreements are imposed on you as principal.

You acknowledge and agree that (a) LiveRamp will be providing the IdentityLink Services; (b) you are prohibited from further resale or providing access to third parties of the IdentityLink Services; (c) you are prohibited from onboarding to LiveRamp (without LiveRamp's written consent) any data restricted under this agreement, including but not limited to, the provision of data associated with any individual's health or medical condition, sexual orientation, religion, or status as a person under the age of thirteen (13), or that may be used to uniquely re-identify specific individuals, households or groups smaller than 25 individuals; (d) you grant LiveRamp all licenses and authorizations necessary to provide the LiveRamp services; and (e) LiveRamp has the right to enforce its terms and conditions of service directly against you.

You are limited to only using the IdentityLink services for the purposes of ad targeting and measurement in the United States, and for no other purposes. You represent and warrant that (i) all Client Targeting Information is provided in compliance with applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer), proper notice and consent for the collection and use of such client data and your own privacy policies; (ii) you have procured all rights and licenses, and have all power and authority, necessary to provide such Client Targeting Information to us and to LiveRamp and to grant the rights granted to us and to LiveRamp herein without requiring the additional consent of any third party; and (iii) LiveRamp's and Pontiac's services and any output or reports therefrom shall not be used to advertise, sell, or exchange any illegal or illicit products or services, including pornography, illegal drugs, or illegal weapons.

This agreement shall apply to the parties' successors, predecessors, affiliates and assigns. It may only be amended by a signed writing. Nothing herein shall terminate, override or displace any terms of conditions of service, agreement or EULA applicable to use of Pontiac's services



generally. Any termination or breach of this agreement shall immediately suspend and terminate your right to use and access the LiveRamp services. This agreement shall remain in effect for one (1) year subsequent to your last use of Pontiac's services, provided that your representations and warranties and any other provisions intended to survive termination of this agreement shall survive the termination of this agreement. This agreement shall be governed by the laws of the state of New York applicable to contracts formed and to be performed wholly therein. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts located in the city, state, and county of New York.

At any given time, you will not have more than 300,000 distributed LiveRamp records, per Pontiac Seat ID. If your needs exceed the 300,000 limit, you will contact your Account Manager, in writing, asking for an exception. All exceptions are made on a case-by-case basis, and are solely at the discretion of Pontiac Intelligence. If not adhered to, Pontiac Intelligence reserves the right to remove segments from Distribution without warning. You are responsible for deactivating segments that are 'Inactive', as defined by no live media in the Pontiac Platform for 30 days or more. Pontiac Intelligence reserves the right to remove Inactive Segments from Distribution without warning. It is a violation of our agreement if the client repeatedly disregards the limits set by Pontiac Intelligence which can result in termination of the license to use the Pontiac Platform

Please confirm your agreement by signing below (a digital signature shall have the same force and effect as an original), in which case the foregoing shall become a part of the binding contractual relationship between you and Pontiac Intelligence LLC, and both parties shall have the right to rely upon same.

The undersigned persons represent and warrant that each is fully authorized to sign on behalf of, and to bind, the party on whose behalf he or she is signing.

Agreed this ____ day of _____, 20____.

Pontiac Intelligence LLC

Client

Entity:

Entity:

Signatory Name:

Signatory Name:



Title:

Date:

Title:

Date: