

PONTIAC

Semcasting, Inc. Audience Designer Platform and Data Use Addendum

Pontiac Intelligence LLC offers its clients (each a "Client") the opportunity to use the Semcasting, Inc. Audience Designer Platform in connection with advertising campaigns run through Pontiac, including by uploading a Client's first-part data directly to the Audience Design Platform. In order to access and use the Semcasting Audience Designer Platform, a Client must agree to the terms of this Addendum. All other terms of any Master Services Agreement, End User License Agreement, Insertion Order, or other agreement between Pontiac and Client remain in full force and effect.

By executing this Addendum, Client agrees to the Semcasting (i) Client Terms and Restrictions, and (ii) Audience Designer Permitted Uses and Restrictions attached hereto. The Site and Services, as defined below, are provided solely by Semcasting and Pontiac shall have no responsibility or liability for the performance of same. Pontiac makes no warranties about the Semcasting Services or Site.

Client must meet Semcasting's minimum-security requirements set forth in that Exhibit A and Client must include language within Client's website Privacy Policy that complies with the Digital Advertising Alliance (DAA), any applicable privacy laws (i.e. California Consumer Privacy Act), and that the Client supports each user's right to opt-out of data collection. Central to this compliance is Client's obligation to notify consumers that Client collects certain information about them for marketing purposes, how Client uses that information, and how consumers may choose to opt out of any data collection process. Client further agrees not to (A) reproduce the Semcasting Site (the "Site") or the Semcasting Services (the "Services") or any portion thereof; (B) disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Site or Services, or otherwise apply any procedure or process to the Site or the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Site or Services or any algorithm, process, procedure or other information contained in the Site or Services; (C) rent, lease, assign, sublicense, transfer, modify, alter, or time share the Site or Services; (D) use the matched data for the purpose of developing, providing or facilitating any service which is competitive, in whole or in part, with the Services or the Site; (E) use the Site, Services or matched data in violation of any applicable law, regulation, or other governmental order; (F) probe the Site for vulnerabilities or otherwise hack or attempt to violate the security of the Site and Services; (G) use the Site, Services or matched data in violation of the restrictions set out in the exhibits. Customer agrees not to (or to assist or permit any third party to) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., or to submit Client data that is false, spoofed, or otherwise not derived from actual arm's length third party traffic to any website. The Semcasting Audience Designer and the Site shall remain the sole property of Semcasting.

Client represents, warrants and covenants that: (a) Client is and will continue to be in compliance with the Digital Advertising Alliance ("DAA") Code located at <http://www.aboutads.info/principles> (or a successor website thereto); (b) Client will not use, and will use reasonable efforts to ensure that its agents, customers, clients and affiliates do not use, Semcasting Data for the purposes of making decisions about a User's eligibility for credit or insurance; and (c) any data provided by Client does not and will not fall under any of the sensitive data definitions contained the DAA Code or Network Advertising Initiative Code without first obtaining the prior affirmative consent of the applicable User.

Client will defend, indemnify and hold harmless Programmatic Mechanics LLC, Pontiac Intelligence LLC, and their affiliates, employees, owners and assigns from and against any claims, damages or losses, including reasonable attorneys fees, arising from Client's breach of the Semcasting Client Terms and Restrictions, the Audience Designer Permitted Uses and Restrictions, or this Addendum, or from any claim by Semcasting or a consumer arising from Client's use of the Services or the Site. Semcasting, Inc. shall be a third party beneficiary of this Addendum.

By Client's duly executed signature below, Client agrees to be bound hereby as of the date hereof.

[Client Name]

Pontiac Intelligence LLC

By:
Title:
Date:

By:
Title:
Date:

CLIENT TERMS AND RESTRICTIONS

1. AUDIENCE DESIGNER PLATFORM

1.1. Limitations of Rights Granted. Except and only to the extent expressly granted the rights herein, Client shall not, and shall not knowingly allow or permit any non-party to (A) use or reproduce the Site or Services or any portion thereof; (B) disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Site or the Services, or otherwise apply any procedure or process to the Site or the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Site or Services or any algorithm, process, procedure or other information contained in the Site or Services; (C) rent, lease, assign, sublicense, transfer, modify, alter, or time share the Site or Services; (D) use the Matched Data for the purpose of developing, providing or facilitating any service which is competitive, in whole or in part, with the Services or the Site; (E) use the Site, Services or Matched data in violation of any applicable law, regulation, or other governmental order; (F) probe the Site for vulnerabilities or otherwise hack or attempt to violate the security of the Site and Services; (G) use the Site, Services or Matched Data in violation of the restrictions set out in Section 4. Client agrees not to (or to assist or permit any third party to) use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., or to submit Client Data that is false, spoofed, or otherwise not derived from actual arm’s length third party traffic to Client’s website. Semcasting reserves the right in its sole discretion to block access to the Site or discontinue Services to offenders, and to investigate and take appropriate legal action against anyone who, in Semcasting’s sole discretion, violates these terms, including without limitation, reporting Client to law enforcement authorities.

1.2. Intellectual Property. Client acknowledges that the Audience Designer Platform, and all content contained therein, including, but not limited to, text, works of authorship, software, music, sound, photographs, video, graphics, and third party materials and advertisements, but excluding Client Data (collectively, “**Content**”) is proprietary to Semcasting and its licensors, and Semcasting and its licensors retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other intellectual property and proprietary rights thereto. Except for the limited rights expressly granted to Client under these Terms, Semcasting and its licensors retain all right, title or interest in and to the Content, including, without limitation, the Audience Designer Platform, services, and matched data. The Content is licensed and not sold. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights of Semcasting, whether by estoppel, implication or otherwise. Client acknowledges and agrees that any feedback, ideas, enhancements, improvements, additions or modifications to the Audience Designer Platform, suggested by it, and any and all intellectual property rights contained therein, will become Semcasting’s property, and Client hereby assigns and agrees to assign any and all right, title and interest to any rights in such suggestions to Semcasting. Client hereby agrees to abide by the applicable laws of the United States and other nations, and any applicable international treaties. Neither this Agreement nor Client’s use of the Audience Designer Platform grant any right to use any trademark or service-mark accessed on or through the Audience Designer Platform. By making a query on the Audience Designer Platform, if applicable, Client agrees that Semcasting can store the query in log files and use it to generate the results given back to Client. Client also agrees that Semcasting may use queries to evaluate and enhance performance of the Audience Designer Platform to analyze usage patterns. Client will not have ownership rights to any type of data or information obtained through the Audience Designer Platform or any other services. The Audience Designer Platform, including but not limited to text, content, and data, is protected by copyrights, trade secret law, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The selection and arrangement of any matched data is protected by copyright. Any Matched Data is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. Client agrees to abide by all additional copyright notices or restrictions contained in any matched data. Client acknowledges that matched data has been developed, compiled, prepared, revised, selected and arranged by Semcasting through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Semcasting.

1.3. Aggregated Data Right. In the normal course of operations, the Audience Designer Platform provides Semcasting with aggregated, statistical data (such as product or feature usage and functionality metrics), which is anonymized and aggregated with other such anonymized data so that it does not and cannot contain any information identifiable or attributable to any individual or client, either alone or in combination with other data (“**Aggregated Anonymous Data**”). To the extent that any Aggregated Anonymous Data is collected by Semcasting, Client agrees that Semcasting may use, store, analyze, and disclose such Aggregated Anonymous Data for any lawful business purpose without a duty of accounting to Client.

2. SEMCASTING DATA

2.1. Access to Semcasting Data. Client may incorporate Semcasting Data into Client Data to create Matched Data. Each agent, representative, employee, or any person or entity acting on Client’s behalf with respect to the use of Semcasting Data will be subject to and will abide by this Agreement. Semcasting does not represent or warrant that the Matched Data will be current, complete, or error free.

2.2. License to Semcasting Data. Subject to the terms of this Agreement, Semcasting hereby grants Client a limited, nonexclusive, nontransferable, non-sublicensable license to use Semcasting Data as part of Matched Data for the targeting of Client’s content and advertisements to Users in the United States. For clarity, Client has no right to receive or use the Semcasting Data directly.

2.3. Reservation of Rights. The Semcasting Data is licensed, not sold. Semcasting and its suppliers reserve all rights, including intellectual property rights, in and to the Semcasting Data not granted expressly in this Agreement. Client must not, directly or indirectly: (a) reverse engineer, decompile, disassemble, reproduce, modify, translate, enhance, or create derivative works of any Semcasting Data, (b) copy, rent, sell, lease, or distribute any Semcasting Data; (c) blend or otherwise combine Semcasting Data with any third party cookies or other data of any form; (d) use Semcasting Data in any sharing arrangement, or resell, rent, lease, sublicense, or transfer Semcasting Data to any third party; or (e) use or attempt to use Semcasting Data after it has passed the expiry date set by Semcasting.

2.4. Protection of Rights. Client will: (a) protect Semcasting's proprietary and intellectual property rights in and to Semcasting Data including, without limitation, notifying Semcasting of any breach of this Agreement that involves Semcasting Data or User privacy; (b) not use the Semcasting Data in a way that harms or is intended to harm Semcasting or our data providers, affiliates, customers or vendors; and (c) if requested by Semcasting, cooperate with Semcasting (at Semcasting's expense) in any legal action to prevent or stop unauthorized use, reproduction, or distribution of Semcasting Data or any action that may subject Semcasting or Users to harm or liability.

2.5. No PII. Semcasting will not include personally identifying information which it has collected from non-public sources ("PII") within Semcasting Data that it provides to Client without written notice. Client must not bundle, commingle, join, or associate Semcasting Data with PII or in a manner which generates PII. Client will adhere to all applicable provisions of the then-current NAI Self-Regulatory Code of Conduct ("NAI Code").

2.6. Privacy. Client must adhere at all times to Semcasting's Data Use Privacy Requirements, available at <https://www.semcasting.com/privacy-policy/>, as they may be amended from time to time.

2.7. Compliance with Laws. Client will comply with all applicable laws and regulations in its use of Semcasting Data and its performance under this Agreement.

2.8. Suspension. If Client is in default of any obligation under this Agreement or if use of Semcasting Data is restricted or otherwise becomes restricted by any laws or regulations, Semcasting may, in addition to any other rights and remedies, block or restrict Clients' access to Semcasting Data, and otherwise suspend performance under this Agreement, without liability.

2.9. Privacy Restrictions. Semcasting is offering Semcasting Data to Client as supplied data and has no visibility or responsibility for how Client ensures that privacy standards are met vis-à-vis its use of the Semcasting Data. Client represents, warrants and covenants that: (a) Client is and will continue to be in compliance with the Digital Advertising Alliance ("DAA") Code located at <http://www.aboutads.info/principles> (or a successor website thereto); (b) Client will not use, and will use reasonable efforts to ensure that its agents, customers, clients and affiliates do not use, Semcasting Data for the purposes of making decisions about a User's eligibility for credit or insurance; and (c) any data provided by Client does not and will not fall under any of the sensitive data definitions contained the DAA Code or Network Advertising Initiative Code without first obtaining the prior affirmative consent of the applicable User.

3. CLIENT DATA

3.1. Intellectual Property Ownership. Semcasting acknowledges and agrees that the Client Data constitutes the proprietary information of Client (or its data suppliers and Clients), and exclusive title thereto and all applicable copyrights, trade secrets, patents and other intellectual and proprietary rights in the Client Data remains in Client, and/or its data suppliers.

3.2. Consumer Inquiries. Client shall be responsible for accepting and responding to any communication initiated by a consumer ("Consumer Inquiries") arising out of Client's use of the Matched Data. Client agrees that it will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by Client and agrees to honor any such request by suppressing such consumer information from Client's marketing solicitations. Client agrees to notify Semcasting of users who wish to be excluded from the Matched Data. No reference to Semcasting in written or oral communication to a consumer or in scripts used by Client in responding to Consumer Inquiries shall be made without Semcasting's specific prior written approval.

4. MATCHED DATA

4.1. Matched Data. Client agrees to use any Matched Data solely for the purposes of marketing programs and targeting customers and website clients. Additionally, Clients agrees to use Services and Matched Data only as permitted by applicable law, including export control laws and regulations.

4.2. Permitted Uses and Restrictions of Matched Data. Client use of Services and Matched Data must comply with Semcasting Permitted Uses and Restrictions (Section 5) included in this Agreement. Client must meet our minimum-security requirements set forth in that Section 5 and Client must include language within Client website Privacy Policy that complies with the Digital Advertising Alliance (DAA), any applicable privacy laws (i.e. California Consumer Privacy Act), and that the Clients supports each user's right to opt-out of data collection. Central to this compliance is Client's obligation to notify consumers that Client collects certain information about them for marketing purposes, how Client uses that information, and how consumers may choose to opt out of any data collection process.

5. AUDIENCE DESIGNER PERMITTED USES AND RESTRICTIONS

5.1. The Services and the Matched Data will be used exclusively for Client's marketing programs to consumers and businesses, anonymous online Identifiers, mailing lists, analytics, modeling and list analysis.

5.2. Client may not market, sell, lease, rent, resell, incorporate the information in any other database or compilation or provide to any reseller or to any other party (i) the Matched Data or a derivative of the Matched Data, (ii) its own file, as enhanced with the Matched Data, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Matched Data.

5.3. All marketing communications used in connection with any list created by or for Client consisting of Matched Data shall:

5.3.1. be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address,

5.3.2. comply with all applicable federal and state laws, rules and regulations, and comply with all applicable privacy policies, ethical use and fair information practices as published in the Direct Marketing Association Guidelines for Ethical Business Practice (<https://thedma.org/accountability/ethics-and-compliance/dma->

AUDIENCE DESIGNER PERMITTED USES AND RESTRICTIONS

Customer's use of the Site and Services are expressly subject to the following:

- a) The Services and the Matched Data will be used exclusively for Customer's marketing programs to consumers and businesses, anonymous online Identifiers, mailing lists, analytics, modeling and list analysis;
- b) Customer may not market, sell, lease, rent, resell, incorporate the information in any other database or compilation or provide to any reseller or to any other party (i) the Matched Data or a derivative of the Matched Data, (ii) its own file, as enhanced with the Matched Data, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Matched Data;
- c) All marketing communications used in connection with any list created by or for Customer consisting of Matched Data shall:
 - i. be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address,
 - ii. comply with all applicable federal and state laws, rules and regulations, and
 - iii. comply with all applicable privacy policies, ethical use and fair information practices as published in the Direct Marketing Association Guidelines for Ethical Business Practice (<https://thedma.org/accountability/ethics-and-compliance/dma-ethical-guidelines/>) as the same may be updated from time to time.
- d) Customer may not use the Matched Data as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment;
- e) Customer shall not use any Matched Data to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or involving credit repair services;
- f) Matched Data shall not be used in connection with any telemarketing activities;
- g) Customer agrees to furnish Semcasting, if requested, two (2) copies of each mail piece, digital ad creative, and/or e-mail using information derived from the Matched Data;
- h) Customer may not use the Matched Data, in whole or in part, in the development of any application that is outside the scope of this Terms or any data products or services to be provided to third parties including, without limitation, any list enhancement, data appending service or product, or any other product or service competitive with products or services offered by Semcasting;
- i) Semcasting reserves the right to review and pre-approve the Customer's intended use of the Matched Data;
- j) Customer will not remove any copyright, confidentiality or other proprietary markings associated with the Site, Services, or Matched Data;
- k) Customer shall use industry standard or better security practices to keep the Matched Data Secure, which shall, in any event, comply with all applicable law and be at least as stringent as the security practices Customer implements in regard to the handling and storage of its own highly sensitive data and/or personally identifiable information; and
- l) Customer shall comply with all restrictions and requirements placed upon Semcasting and the use of the Matched Data and Customer shall strictly comply with all these restrictions and requirements now or hereafter imposed or placed upon the Matched Data by Semcasting and made known to Customer through the Site or Services or otherwise in writing.
- m) Customer shall comply with industry regulations and applicable law in the use of the Matched Data for their marketing and advertising campaigns including, but not limited to, compliance with the NAI Self-Regulatory Code of Conduct ("**NAI Code**", the principles of the Digital Advertising Alliance (DAA), and any state or national privacy laws (i.e. California Consumer Privacy Act).

