



FIRST ADDENDUM TO THE STANDARD CONTRACT

This First Addendum (“**Addendum**”) is made and entered into by and between Customer and Content Square, Inc. (the “Publisher”) to that certain Standard Contract signed within the Azure Marketplace and AppSource Marketplace executed by the parties.

The terms of this Addendum are incorporated by reference in the Standard Contract. Except as specifically stated herein, each defined term utilized herein shall have the same meaning as is assigned to it in the Standard Contract.

In the event of any inconsistency or conflict between the Standard Contract and this Addendum, the terms and conditions of this Addendum shall govern and control.

Recital

WHEREAS, Customer and Publisher desire to affect the purchase of the Offering under the terms of the Standard Contract, in the manner set forth below.

Agreement

Section I (‘License to Offerings’) shall be amended to reflect that:

1. License for the ordered Offerings is non-transferable, non-assignable and non-sublicensable.
2. Customer may require the Offering to interact with any other products, technology and/or services separately purchased (outside of an Offering) and installed by Customer from certain third parties (each a “Third-Party Product”) and Publisher may provide certain integration capabilities in order to allow such interactions (“Integrations”). When Customer accesses any such Third-Party Product or uses the Integrations, it does so at its own risk. Any use of a Third-Party Products is subject solely to the terms and conditions governing such Third-Party Products (and Customer shall materially comply with such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Product, is between Customer and the relevant third party, and not with Publisher. Publisher makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product, Integration or any contract entered into and any transactions completed by Customer with any such third party. Customer acknowledges that use of the Third-Party Products or Integrations may involve the exchange of Customer Data with the Offering. Customer acknowledges and agrees that, if Customer or a User installs or enables a Third-Party Product or Integration, Customer grants Publisher permission to allow the provider of such Third-Party Product to access Customer Data solely to the extent required for the interoperation of the Third-Party Product with the Offering and as Customer authorizes or directs. Without limiting the generality of the foregoing, if Customer subscribes in an Offering to any Third-Party Product or Integration, Customer is expressly agreeing to be bound by the terms and conditions applicable to such product and/or services.



3. Customer hereby grants Publisher and its Affiliates a revocable, non-exclusive, non-sublicensable, worldwide royalty-free, right and license to use the Customer Data solely to the extent necessary to perform its obligations under the Standard Contract. Customer also grants Publisher and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free, right and license to compile and use Customer Data, strictly in order to research, develop, modify, improve or support the services provided by Publisher, provided that such data is used in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to identify Customer, Customer's Users or its Visitors. In no event shall Publisher sell or transfer Customer Data to third parties for marketing or advertising purposes.

Section II ('Privacy') shall be amended to reflect that:

1. The processing of Personal Data by Publisher under the Standard Contract is subject to the Publisher's Data Processing Agreement ("DPA") as available at: <https://contentsquare.com/privacy-center/data-processing-agreement/>. Customer agrees that the DPA shall be incorporated into the Standard Contract by reference. Acceptance of the Standard Contract and/or any Offering shall be deemed as execution of the DPA and the Standard Contractual Clauses included thereto.
2. Customer acknowledges and agrees that it is Customer's responsibility to ensure that Customer's use of the Offering complies with all Data Protection Laws applicable to Customer, including, but not limiting to: (i) providing the appropriate notice to Visitors (e.g., privacy policy conspicuously posted on the Customer Site(s)) that clearly and accurately discloses its privacy practices (including how data is collected and used); (ii) its placement and use of cookies relating to the Offering and its use of the Offering with respect to the collection of Visitor Data; and (iii) if required by law, obtaining and maintaining a record of consent. Customer warrants it has a valid lawful basis to collect and enable the processing of Customer Data pursuant to the terms of the Agreement. Customer shall not commit any act or omit to act in a way which places or is likely to place Publisher in breach of any Data Protection Laws or any other applicable laws or regulations.
3. Customer agrees and acknowledges that the Offering is not intended for the collection of any Restricted Personal Data (other than IP addresses and other unique, non-personal identifiers such as Cookie IDs which are necessary for the provision of services under this Agreement and the parties acknowledge Publisher is collecting), unless Publisher has provided its explicit written consent to such collection. For such purpose, Customer shall prevent the transfer of any such Restricted Personal Data to Publisher, including, but not limited to, by implementing the appropriate blocking Scripts or other available tools and methods, on such relevant areas of the Customer Site(s) and browser back-end where Restricted Personal Data may be collected by the Offering (e.g., via cookies, JS Error logs or other network communication), inserted by a Visitor (e.g., through keystrokes) or displayed (e.g., prefilled, data within the HTML).
4. If it becomes known to either Party that Restricted Personal Data has been collected or is being displayed or collected through the Offering, then, without limiting any of the rights or remedies available to a Party under the Agreement or under applicable law, the Parties agree to cooperate



in good faith to delete any such Restricted Personal Data from the Offering. It is hereby clarified that if Restricted Personal Data is required to be removed pursuant to this Section 7.4, and it is not commercially reasonable or technically feasible to delete only the Restricted Personal Data (as shall be determined by Publisher), other Customer Data collected may be deleted in the process.

5. Customer Data collected by the Offering shall be available for customer's use for the duration of the relevant period specified in the Offering. Following such retention period, Customer Data will no longer be available to the Customer and will be deleted no later than by thirteen (13) months following its collection.

6. Publisher makes available to Customer the current list of sub-processors used by Publisher to process Personal Data at <https://contentsquare.com/privacy-center/subprocessors/>. Any termination right due to a change of subprocessors by Publisher in accordance with the terms of the Standard Contract will be subject to failure by Publisher to cure such objection by any of the following remediation processes (to be selected at Publisher's sole discretion): (i) Publisher shall cease to use the Sub-processor with regard to Customer Personal Data; (ii) Sub-processor shall take the corrective steps curing the gaps listed by Customer in its objection (which steps will be deemed to resolve Customer's objection) and proceed to use the Sub-processor to process Customer Personal Data; or (iii) Publisher may cease to provide, temporarily or permanently, the particular aspect of a Contentsquare Service that would involve use of the subcontractor to process Customer Personal Data.

Section IV shall be amended to reflect that:

1. Publisher's SLA is available at <https://contentsquare.com/legal/support-package-sla/>.

Section VI shall be amended to reflect that:

1. Publisher continuously represents and warrants that while using any Offering, it shall comply with all applicable federal, state, local, court orders, or other laws and regulations applicable to the performance by it of its obligations under the Standard Contract and shall obtain all applicable permits, consents and licenses required of it in connection with its obligations under the Standard Contract.

2. PUBLISHER DOES NOT WARRANT THAT THE OFFERING, SCRIPTS, DOCUMENTATION, OR ANY SERVICES SHALL MEET CUSTOMER NEEDS, BE ERROR FREE, OR THAT THE OPERATION OF THE OFFERING WILL BE UNINTERRUPTED. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE OFFERING BY CUSTOMER AND FOR CONCLUSIONS DRAWN FROM SUCH USE. PUBLISHER SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO PUBLISHER BY CUSTOMER IN CONNECTION WITH THE OFFERINGS OR ANY ACTIONS BY PUBLISHER AT CUSTOMER'S DIRECTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS FULL KNOWLEDGE OF THE CHARACTERISTICS AND CONSTRAINTS OF THE INTERNET AND IN PARTICULAR THAT INFORMATION AND DATA TRANSMISSION, AND ANTI-INTRUSION



SYSTEMS, HAVE A LIMITED RELIABILITY AND TECHNICAL SAFETY LEVEL.

Section IX shall be amended to reflect that:

1. In the event that the Page View limits set forth in an Offering are exceeded during any given twelve (12)-month period of the Term, Customer will be charged over-usage fees accordingly yearly, based on Publisher's then-applicable rate or any overage rate agreed in an Offering.
2. Publisher shall have sole discretion and authority to approve the products and services, and pricing therefor, included within the applicable Offering. No change to the products, services, or pricing shall be effective unless confirmed in writing by Publisher.

Section X shall be amended to reflect that:

1. This Agreement shall not be effective until confirmed in writing by Publisher.
2. Termination without cause shall not apply to this engagement or any Offering ordered by Customer.
3. Any Offering will automatically renew for successive periods of the same duration as the initial Offering term, unless stated otherwise in the Offering, unless either Party gives written notice to the other to terminate the Standard Contract not less than ninety (90) days before the end of the initial Offering term or any subsequent renewal term (as the case may be), in which case the Standard Contract shall terminate at the end of the initial Offering term or any subsequent renewal term (as applicable).
4. In the event that an Offering is no longer published through the Commercial Marketplace during the term of any Order, such Order will continue in full force and effect through its term and payments shall be made directly to the Publisher for such remaining term.

Section XI shall be amended to reflect that:

1. The Standard Contract and any dispute(s) or claim(s) arising out of or in connection with it or its subject matter or formation (including non-contractual dispute(s) or claim(s)) shall be governed by and construed in accordance with the laws of the Applicable State without giving effect to any choice or conflict of law provisions or rule (whether of the Applicable State or any other jurisdiction). In relation to any dispute(s) or claim(s), each Party irrevocably agrees that the courts of the Applicable State shall have exclusive jurisdiction to settle any such dispute(s) or claim(s). The Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the services contemplated hereby.

Section XII shall be amended to reflect that:



"Applicable State" means (i) for US and Canada – State of New York; and (ii) for outside of US and Canada – State of France.

"Customer Data" means all data, including (i) all text, sound, software, image or video files that are provided to Publisher or its Affiliates or inputted by, or on behalf of, Customer and its Affiliates for the purpose of accessing and using the Offering, in any and all forms; (ii) Visitor Data; and (iii) all information derived from the foregoing, including results of processing the foregoing through the Offering.

"Customer Site(s)" means those website URL(s) and/or native mobile application(s) (as applicable) owned and operated by Customer or a Customer Affiliate on which Customer elects, and Publisher agrees, to implement the Script(s) and provide the Offering, as detailed in the Offering. For the avoidance of doubt, the Offering shall not operate for any Customer website or mobile app not listed in an Offering unless otherwise explicitly agreed to in writing by Publisher.

"Fees" means all fees payable by Customer to Publisher as set out in the Offering.

"Initial Term" means the initial term set out in the Offering, commencing on the Offering Effective Date.

"Page View" means a single occurrence on a Customer Site created by a Visitor's interaction with such Customer Site which provides new information for Publisher to collect and process. The maximum number of Page View on Customer Site(s) is set out in the Offering. Any visitor-interaction-triggered dynamic elements or other web technology that causes a change in the content of the webpage but not the actual URL of the webpage shall be considered as a separate Page View.

"Restricted Personal Data" means information that identifies or can be used to identify, contact or locate a specific individual including, without limitation, name, physical address, telephone number, fax number, email address, financial information (including, bank account numbers, credit or debit card information, PINs, or information regulated under the Gram-Leach-Bliley Act (GLBA)), health information (including any health insurance information or information regulated under the Health Insurance Portability and Accountability Act (HIPAA)), government issued IDs (including driver's license number, passport number, national ID number, TIN or EIN number, social security number), medical information, biometric or genetic information, information regarding children (e.g., under the age of sixteen (16) or information subject to the Children Online Privacy Protection Act (COPPA)) and any information defined as 'Special Categories of Data' under Article 9 of the General Data Protection Regulation 2016/679 (GDPR), and any "Personal Information" as defined under the California Consumer Privacy Act (CCPA).

"Script(s)" means the JavaScript generated by Publisher and provided to Customer which, when implemented on Customer Site(s), interacts with the CS Solution and enables the CS Solution to function including, without limitation, for the purpose of blocking of Restricted Personal Data.



"Users" means any and all employees, agents and independent contractors of Customer or a Customer Affiliate who are given access to the CS Solution in accordance with this Agreement, authorized to that purpose either by Customer or by a Customer Affiliate.

"Visitor" means a visitor of the Customer Site(s).

"Visitor Data" means, when applicable, the data relating to a Visitor collected or received by Publisher in connection with Customer's use of the CS Solution including (i) such technical information of a Visitor's system (e.g., OS, IP, cookie ID, Screen Resolution, Time Zone), (ii) information related to a Visitor's activity on Customer Site(s) (e.g., mouse clicks, scroll moves, clicks, taps, browsed pages), and (iii) without derogating from Section 7, Restricted Personal Data.