ADDENDUM

PLATFORM APPLICATION TERMS AND CONDITIONS

This IDG Company Platform Application Terms and Conditions Addendum (the "**Addendum**") is included and made a part of any Statement of Work (the "**SOW**") entered into between an IDG entity ("**IDG Company**") and its client ("**Client**") which includes access to a Platform Application (as defined below). This Addendum, the SOW and the underlying terms and conditions referenced therein ("**Terms**") constitute the entire Agreement. In the event of a conflict this Addendum shall control. Any other terms not defined in this Addendum have the meaning given to them in the Agreement.

1. **The Platform Application**.

    (a) <u>Access and Availability</u>. Subject to and conditioned upon Client's and its Users' (as defined below) compliance with the terms and conditions of this Agreement, IDG Company hereby grants Client a limited, non-exclusive, non-transferable right to access and use one instance of the Platform Application, in each case during the Subscription Term (as defined below) and in accordance with this Agreement (including the specific access rights and limitations set forth in the SOW) (the "**Subscription**"). IDG Company will make the Platform Application available to (a) Client and (b) individuals who are authorized by Client to use the Platform Application on behalf of Client and who have been supplied user identification and passwords by Client (or by IDG Company at Client's request), including employees, consultants, contractors, and agents of Client ("**Users**"). Such use is limited to Client's internal, noncommercial use. "**Platform Application**" means the software-as-a-service offering identified in the SOW, provided by IDG Company via such designated URL as IDG Company may assign (including all components thereof, on an individual and collective basis).

    (b) <u>Subscription Term</u>. Client's initial subscription term for the Platform Application commences on the expected "Subscription Start Date" stated in the SOW, or, if none is provided in the SOW, the day Users' login names and a password are issued to Client to access the Platform Application under the Order Form (the "**Subscription Start Date**"). The Subscription will continue for the "Initial Subscription Term" specified in the SOW (the "**Initial Subscription Term**"), and will automatically renew for successive one (1) year periods (each, a "**Renewal Term**") at the Platform Application subscription price in effect on a generally commercially available basis at the time of the renewal, based on the data package and product functionality purchased by Client, unless (i) either party gives the other party written notice of nonrenewal at least thirty (30) days prior to the end of the Initial Subscription Term or the Renewal Term then in effect or (ii) the parties mutually execute a separate SOW for such renewal, in which case (a) the separate mutually executed renewal SOW will be deemed to be an addendum to and become part of the Agreement, (b) the renewal term set forth in such separate mutually executed renewal SOW will be deemed to be a "Renewal Term" hereunder, and (c) this sentence will continue to apply for further subsequent renewals. The Initial Subscription Term plus all Renewal Terms are referred to herein as the "**Subscription Term**".

    (c) <u>Client Affiliates</u>. The Subscription is granted solely to Client, and not any other third parties (specifically, not to any of Client's Affiliates), unless it is otherwise set forth in the SOW or agreed to by IDG Company in writing. Client's Affiliates may purchase Subscriptions to the Platform Application under separate SOWs. If any of Client's Affiliates are granted any right to access or use the Platform Application hereunder, Client will remain fully responsible and liable for all acts and omissions of such Affiliates and will cause such Affiliates to comply with the provisions of this Agreement. "**Affiliate**" means, with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common control with such party, wherein "**control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of such party.

    (d) <u>Service Level Agreement and Support</u>. IDG Company will use commercially reasonable efforts to make the Platform Application available 24 hours per day, 7 days per week, excluding scheduled maintenance periods. IDG Company may conduct scheduled maintenance at any time provided, however, that IDG Company will notify Client via email at least two (2) days in advance. IDG Company reserves the right to conduct unscheduled maintenance to resolve issues that are critical for Client and/or the performance of the Platform Application. IDG Company will use commercially reasonable efforts to notify Client via email at least four (4) hours prior to any such unscheduled maintenance. IDG Company provides Standard Support from 8:00 AM ET to 8:00 PM ET Monday through Friday, excepting IDG Company-observed holidays.

    (e) <u>Services Improvements and Upgrades</u>. IDG Company reserves the right, in its sole discretion, to make any changes to the Platform Application that it deems necessary or useful to maintain or enhance: (i) the quality or delivery of services to its clients; (ii) the Platform Application's cost efficiency or performance; or (iii) to comply with applicable law, rule, or regulation; provided, however, that IDG Company shall not make any change to the Platform Application that in any way degrades, removes features, functionality, capability, or adversely impacts performance of the Platform Application or otherwise materially adversely impacts Client's use thereof. The foregoing shall not be construed to impose any obligation on IDG Company to add functionality or features.

2. **Client Conduct and Use**.

(a) <u>Client Data</u>. Client will retain all right, title and interest in and to all Client Data provided in the planning, execution or analysis of marketing programs, as well as all information generated by Users using the Platform Application (collectively, "**Client Data**"). Client hereby grants to IDG Company the right to host, transmit, use and/or display Client Data in order to provide the Platform Application in accordance with this Agreement. For the avoidance of doubt, Client Data does not include any of the data or information identified as IDG Company IP in Section 5 below, regardless of whether such data or information is generated from Client Data. IDG Company will not access Client Data except: (i) to deliver the Service, and to respond to service or technical problems; (ii) to monitor compliance with this Agreement; (iii) if there has been a violation of this Agreement; (iv) to assess or determine whether the Platform Application is being properly implemented and configured for the service(s) purchased by Client; (v) at Client's request; or (vi) upon Client's written consent (including by email). The foregoing shall not be construed to require IDG Company to monitor Client's compliance with the terms of this Agreement; Client is solely responsible for the Client Data. IDG Company may also collect data with respect to Client's use of the Platform Application and report on such usage in an aggregated and anonymous manner.

(b) <u>Sensitive Information</u>. Client acknowledges that the Platform Application is not intended to collect, store, transmit, or receive Sensitive Information as defined herein, and that any use of the Platform Application for such information would constitute a material breach of this Agreement. Client shall not upload any Sensitive Information onto the Platform Application. "Sensitive Information" means credit or debit card numbers, personal financial account information, Social Security numbers, passport or visa numbers, driver's license numbers or similar personal identifiers, racial or ethnic origin, physical or mental health condition or information, birth dates, or other employment, financial or health information, or other similarly sensitive personal information. Client and its Users are solely responsible for reviewing all data uploaded to ensure that the Platform Application is not used to store or transmit Sensitive Information. In the event that any such Sensitive Information is uploaded to the Platform Application, Client shall remove all Sensitive Information from the Platform Application immediately or, at its sole discretion, IDG Company may purge the same from the Platform Application provided, however, that the foregoing shall not be construed to require IDG Company to monitor Client's use of the Platform Application.

(c) <u>Compliance</u>. Client is responsible for (i) all activities that occur with respect to the Client account; (ii) its and its Users' use of the Platform Application and compliance with this Agreement; (iii) all Client Data and other data uploaded, stored or accessible by Client or its Users via or on the Platform Application; and (iv) operation, maintenance, and management of, and all access to and use of Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of a third party.

(d) <u>Certain Restrictions</u>. Client and its Users will use the Platform Application for internal business purposes only as contemplated by this Agreement and will not:

   (i)   tamper with the security of the Platform Application;

   (ii)   attempt to probe, scan or test the vulnerability of the Platform Application, breach the security or authentication measures of the Platform Application without proper authorization or knowingly render any part of the Platform Application unusable;

   (iii)   access data on the Platform Application not intended for the Client or log into a server or account on the Platform Application that Client is not authorized to access;

   (iv)   lease, distribute, (sub)license, sell or otherwise commercially exploit the Platform Application, use the Platform Application for timesharing or service bureau purposes or otherwise for the benefit of a third party, or make the Platform Application (including any evaluation version) available to a third party other than as contemplated in this Agreement;

   (v)   allow any third party that offers or provides services that are competitive with IDG Company's products or services to use or access the Platform Application, use or access the Platform Application to develop a product or service that is competitive with IDG Company's products or services or otherwise copy any ideas, features, functions or graphics of the Platform Application;

   (vi)   reverse engineer, decompile, disassemble, translate or seek to obtain the source code of the Platform Application, or modify or create a derivative work of the Platform Application or any related documentation; and/or

   (vii)   disclose (whether orally or in writing) information or analysis regarding the specifications or performance of the Platform Application (including benchmark tests), or access or use the Platform Application beyond the scope of the authorization granted herein.

(e) <u>Communications</u>. Client will be responsible for the content of all communications sent using the Platform Application. Client will not use the Platform Application to communicate any message or material that (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the intellectual property rights of any third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any

applicable law. IDG Company will use commercially reasonable efforts to provide Client with the opportunity to remove or disable access to any offending material or content.

(f) <u>Suspension</u>. In the event of any breach or threatened breach of this Agreement by Client or any Users (including non-payment of fees), without limiting IDG Company's other rights and remedies, IDG Company may immediately suspend Client's access to the Platform Application.

3. Fees.

All payment obligations are non-cancellable, whether or not Client actually utilizes the Platform Application. IDG Company reserves the right, without prior notice to Client, to suspend Client's and its Users' access to the Platform Application in the event that payment is more than thirty (30) days past due until Client makes payment in full; in such case, IDG Company shall not incur any obligation or liability to Client.

4. Proprietary Rights.

Client is permitted to access and use the Platform Application, but this Agreement is not otherwise an agreement for the sale or license of any software. Client acknowledges that the Platform Application contains copyrighted and proprietary products and materials, certain components of which are licensed from one or more of IDG Company licensors. IDG Company and IDG Company's licensors solely and exclusively retain all right, title and interest in and to the Platform Application and related support, documentation and professional services deliverables, and all related and underlying software, interfaces, databases, data models, structures, non-Client-specific data, aggregated statistical data, technology, reports and other intellectual property, plus all intellectual and other proprietary rights therein or thereto (all of the foregoing, the "**IDG Company IP**"). Except for the Subscription granted hereunder, Client has no right, title or interest in or to the IDG Company IP.

5. Termination.

Upon any termination of this Agreement, all rights, permissions, and authorizations granted herein will terminate immediately. Client will immediately cease all use of and access to the Platform Application and any IDG Confidential Information in its possession, custody or control. IDG Company will have no liability for any suspension or termination of Client's access to the Platform Application, or any termination of this Agreement, provided such suspension or termination is in accordance with the terms of the Agreement. Upon written request by Client made within ninety (90) days after termination, IDG Company will provide Client with temporary access to the Platform Application solely for Client to retrieve its Client Data, but not any other purpose. After such 90-day period, IDG Company will have no obligation to maintain or provide access to such Client Data and will thereafter, unless legally prohibited and except for archival backup purposes, delete all such Client Data in its possession or control, unless such deletion has been requested by the Client sooner.

6. Warranties; Disclaimer.

<u>Disclaimer</u>. THE PLATFORM APPLICATIONS PROVIDED "AS IS." IDG COMPANY, ON BEHALF OF ITSELF AND ITS LICENSORS, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT AND FITNESS FOR ANY PURPOSE, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. IDG COMPANY AND ITS LICENSORS DO NOT WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE PLATFORM APPLICATION WILL MEET CLIENT'S REQUIREMENTS, (B) THE OPERATION OF THE PLATFORM APPLICATION WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, (C) ANY ERRORS IN THE PLATFORM APPLICATION CAN OR WILL BE CORRECTED, (D) THE PLATFORM APPLICATION OR THE FUNCTIONS CONTAINED THEREIN, OR ANY RESULTS OF THE USE THEREOF (INCLUDING ESTIMATES AND OPTIMIZATION OF THIRD PARTY ADVERTISING), WILL MEET CLIENT'S REQUIREMENTS, INCLUDING FOR RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS. IDG COMPANY AND ITS LICENSORS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, DELIVERY OR SERVICE FAILURES, OR ANY OTHER PROBLEMS OR DAMAGES ARISING FROM CLIENT'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS.

7. Data Privacy and Security.

(a) <u>Privacy Policy</u>. Client acknowledges and agrees that IDG Company will operate in accordance with its published Privacy Policy, as may be updated from time to time.

(b) <u>Security</u>. IDG Company has implemented Appropriate Security Measures (as hereinafter defined) and maintains the Platform Application at reputable third-Party Internet service providers and co-location facilities. "**Appropriate Security Measures**" means commercially reasonable efforts to ensure that Client Data will be maintained accurately and safeguarded including the use of technical and physical controls to protect Client Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by IDG Company.

(c) <u>EU/EEA/UK Data Processing</u>. To the extent that in the provision of the Platform Application hereunder, IDG Company processes any Personal Data from individuals on Client's behalf, the terms of the Data Processing Addendum, available at https://legal.idg.com as updated from time to time (the "**DPA**") . Further, Client acknowledges in all cases that IDG Company acts as the data processor of Client Data and Client is the data controller of Client Data, unless otherwise agreed in writing. Client will obtain and maintain any required consents necessary to permit the processing of Client Data and all Personal Data therein under this Agreement.

(d) <u>CCPA Service Provider Terms</u>. To the extent that Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., ("**CCPA**") the Parties agree that Client is a "Business" under the CCPA and IDG Company is a "Service Provider" that (a) provides the Subscription services to Client pursuant to this Agreement and (b) Processes, on behalf of Client, Personal Information that is necessary to perform the Services under this Agreement. The Parties further agree and covenant as follows:

1. IDG Company is acting solely as a Service Provider with respect to Personal Information.

2. IDG Company shall not Sell Personal Information.

3. IDG Company shall not retain, use or disclose Personal Information (i) for any purpose other than for the specific purpose of performing the Services, or (ii) outside of the direct business relationship between Client and IDG Company.

4. IDG Company shall cooperate with Client if a Consumer requests (i) access to his or her Personal Information, (ii) information about the categories of sources from which the Personal Information is collected, or (iii) information about the categories or specific pieces of the Personal Information, including by providing the requested information in a portable and, to the extent technically feasible, readily useable format that allows the Consumer to transmit the information to another entity without hindrance. IDG Company shall promptly inform Client in writing of any requests with respect to Personal Information.

5. Upon Client's written request, IDG Company shall promptly delete a particular Consumer's Personal Information from IDG Company's records. In the event IDG Company is unable to delete the Personal Information for reasons permitted under the CCPA IDG Company shall (i) promptly inform Client of the reason(s) for its refusal of the deletion request, (ii) ensure no further retention, use or disclosure of such Personal Information except as may be necessitated by the reason(s) for IDG Company's refusal of the deletion request and as disclosed to Client, (iii) take commercially reasonable steps to ensure the privacy, confidentiality and security of such Personal Information pursuant to this Agreement, and (iv) delete such Personal Information promptly after the reason(s) for IDG Company's refusal has expired.

6. For the purposes of this Section 7(d) only, the following definitions shall apply:

    (i) "**Consumer**" means an identified or identifiable natural person who is a resident of the United States, including without limitation an identified or identifiable natural person who is a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations.

    (ii) "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or household, that may be (i) disclosed or otherwise made available at any time to IDG Company by Client in anticipation of, in connection with or incidental to the performance of the Services; or (ii) Processed at any time by IDG Company in connection with or incidental to the performance of the Agreement.

    (iii) "**Processes**" and "**Processing**" means any operation or set of operations that are performed on personal data or on sets of Personal Information, whether or not by automated means.

    (iv) "**Sell**" shall have the meaning ascribed to it in the CCPA.