

STATEMENT OF WORK NO. 2

"Display Advertising Platform MVP"

This Statement of Work (this "SOW"), effective as of September 1, 2025 (the "SOW Effective Date"), is entered into by and between Integrate.com, Inc. dba Pipeline360 ("Client" or "P360") and Bounteous, Inc. ("Vendor" or "Bounteous") under the terms and conditions of the Master Services Agreement between Client and Lister Digital Services, Inc. (a fully owned subsidiary of Bounteous, Inc.) dated September 23, 2019 (the "MSA"). In the event of any inconsistency or conflict between the terms of this SOW and the MSA, the terms of the MSA shall control, unless this SOW expressly states otherwise. All capitalized terms in this SOW shall have the same meaning as defined in the MSA, unless otherwise specifically defined herein.

The parties agree as follows:

1. SERVICES

Client desires to procure certain software development, cloud, data engineering, and product services (the "Services") from Bounteous, and Bounteous has agreed to provide such Services, all subject to the MSA and the additional terms and conditions specified herein. Unless otherwise expressly stated in this SOW, any changes or additions to this SOW must be documented in a change request executed by each party's authorized representatives.

1.1. SOW Term & Schedule

The term for this SOW shall commence on the SOW Effective Date and shall continue until January 19, 2026 (the "SOW Term"). Bounteous will initiate and perform the Services set forth in this SOW according to the timeline specified herein.

1.2. Scope

Bounteous will provide the Services described in this SOW. Any changes to the scope described herein may impact Bounteous fees associated with delivery of the Services and may also impact the schedule.

Out of Scope: Notwithstanding anything herein or in the MSA to the contrary, any services or activities that are not explicitly described or identified under this SOW as the responsibility of Bounteous shall be considered out of scope of this SOW, including, but not limited to:

- A. Client responsibilities identified in this SOW, including any dependencies and assumptions.
 - B. Any activities that require involvement of any third-party.
- C. Any project specific tools or platforms not specifically identified in this SOW as the responsibility of Bounteous.
 - D. Client Compliance Obligations (defined below).
 - E. Any development beyond 12 application screens and 39 tables.
 - F. The below list of use cases and features are out of scope:

Use Cases	Features	Description
2. Campaign Orchestration	2.5 Forecast Generation Engine	 Allows users (internal or buyer) to generate media delivery forecasts by combining TTD reach estimates with audience inputs (size, duration, geography, industry vertical) Accepts inputs such as audience size, duration, geography, industry vertical, etc. Returns estimated reach, impressions, match rate, and delivery window (confidence interval ±10%). Can be run pre-campaign, post-audience creation Should support multiple forecast versions per campaign Stores forecasts in Program/Campaign records with versioning (max 5 versions per campaign). Required as part of buyer-facing media plan review workflow Performance target: <3s response time for forecasts with audiences <100K domains. Validates inputs against TTD constraints (e.g., min/max budget, geo availability).
2. Campaign Orchestration	2.7 Auto-Creation of Campaigns	 Enables automatic creation of campaign records based on: Triggered rules (e.g., Salesforce stage = Closed Won) API push (e.g., Integrate sends a new campaign record) Campaigns are pre-filled with mapped fields from opportunity, forecast, or audience Campaign Managers can review and approve auto-created drafts
4. Data Integration: Salesforce	4.9 On-Demand Sync	User-triggered sync.UI shows last sync time/status.
6. Performance Insights & Optimization	6.1 Performance Summary Cards	• Aggregate KPIs across all programs with filters.
6. Performance Insights & Optimization	6.2 Insight Tags & Annotations	• Tags like "Underperforming Audience", "Budget Cap Hit".
9. Extendibility & Scalability	9.1 Open API for Custom Integrations	Secure REST API that allows P360's internal teams or future partners to build custom integrations for campaign management, audience sync, or data ingestion.

10. Marketplace Management	10.1 Seller Asset Listing & Management	 UI for sellers to upload assets (media kits, rate cards) to S3 with metadata (e.g., formats: JPEG/PDF, max 50MB/file). Validates asset types and tags against P360's marketplace taxonomy. Performance target: <2s asset preview load; <30s bulk upload processing (max 20 files). Integrates with 115.10 (Seller Role) for permission checks.
7. Advanced Data Management	7.2 Data Export & API Access	 Enables users to export raw or aggregated data (e.g., attribution reports, campaign metrics) in various formats (CSV, JSON) for external analysis. Provides an API for programmatic data access.
10. Marketplace Management	10.4 Marketplace-Level Reporting Dashboard	 Seller dashboard showing asset performance (impressions, CTR) sourced from TTD and 3.1 (Reporting Tables). Supports CSV export with <10s processing for 1M+ records. Isolates data by org to prevent crossseller visibility.
6. Performance Insights & Optimization	6.3 Optimization Suggestion Engine	• Recommends bid, budget, creative tweaks via Al.
10. Marketplace Management	10.3 Cross-Org Content Syndication Rules	 Enables Super Admins/Sellers to syndicate assets to buyer orgs with rules (e.g., expiry dates, usage limits). Logs syndication events to 10.1 (Audit Trail). Performance target: <5s to apply rules to 100+ assets.
10. Marketplace Management	10.2 Buyer View of Marketplace	 Buyer-facing UI to filter seller offerings by vertical, audience size, and price range. Pulls real-time availability data from TTD for activated audiences. Performance target: <1.5s page load with 100+ listings; supports 50+ concurrent buyers.
11. Integrate Sync Services	11.2 Campaign Result Push to Integrate	 Async/batch push of post-campaign performance and attribution data to Integrate. Supports API (JSON) and webhook notifications for real-time updates. Maps P360 attribution metrics to Integrate's schema (e.g., impressions → Integrate_Campaign_ID)

12. Tech Foundation	12.9 Integration Health Dashboard (Basic version)	Comprehensive view of API integration statuses (TTD, Salesforce), showing success rates, response times, and specific error logs for failed syncs or API calls. Alerts for sustained failures.
13. Roles & Permissions	13.5 Seller (External)	 Partner persona who manages listings and assets within the Marketplace. Cannot access buyer-side campaign or reporting features. Can upload and manage seller-side assets Can view marketplace performance of their assets Can configure content syndication rules Cannot access campaigns, programs, or buyer PII
13. Roles & Permissions	13.6 Agency (External)	 Agencies managing campaigns across multiple buyers. May have read-only or edit access across orgs based on permissions. Assigned to multiple customer orgs Read-only access to campaign setup and reports Cannot access seller features Cannot manage billing or org setup

1.3. Overview of the Initiative

P360 needs to build a Display Advertising Platform ("**DAP**") to manage audience creation, campaign management, and performance tracking to enable core business operations with modern, scalable technology to support growth.

Problem & Solution: With Microsoft sunsetting Xandr in February 2026 and P360's separation from Integrate, the business risks disruption to its core business operations. Additionally, there are current dependencies on third-party DSPs limit flexibility, increase costs, and fragment workflows across audience creation, campaign execution, and performance reconciliation. Without a replacement platform in production by January 9, 2026, P360 cannot meet committed customer deliverables or capture revenue from the first customer dollar on schedule.

There is a time-sensitive opportunity to build a self-owned, integrated Display Advertising Platform that unifies audience generation, campaign orchestration, and performance reconciliation within the context of P360's business model. By embedding direct integrations with key partners (TTD, Bombora, etc.), the platform can improve operational efficiency and increase P360's share of the customer dollar. The platform will create reusable components (e.g., Audience Builder) that drive long-term scalability and innovation beyond 2026.

Objectives: Client and Bounteous aim to ensure business continuity and operational onboarding enablement by Project end, prior to the sunsetting of Xandr.



1.4. Digital Properties in Scope

Display Advertising Platform ("DAP") including the following use cases and features:

Use Cases	Features	Description
1. Audience Management	1.1 CSV Upload & Ingestion	 Users upload .csv of domains; system validates (format, duplicates) and stores in S3. Max 10K records/file; <30s processing. Error log/management for failed imports **Discussion Point: Account name matching to domain (might require fuzzy matching, might not be MVP). Also, Domain + Country (CNN US vs UK, etc). Al potential
1. Audience Management	1.2 Audience Builder	 AND/OR logic tree to segment data from CSV + Bombora fields (e.g., intent data). Supports TTD-compatible JSON output. *Status/Change Log w/ revert back to previous audience, etc. Ability to view historical audience builds.
1. Audience Management	1.3 Audience Field-Mapping Service	 Ingests and normalizes Bombora S3 files (20–60M records/day) using predefined schema mappings (e.g., Bombora's "company_name" → P360's "account_name"). Normalize fields (e.g., company_name, intent_data) for segmentation. Validates data against P360's taxonomy (e.g., industry verticals, revenue tiers) Real-time ingestion with validation. Performance target: Vendor data processing within 4 hours. log mismatches for manual review.
1. Audience Management	1.4 Audience Deduplication	Auto-flag duplicate audiences/invalid domains. Invalid Domains = Format (future: company doesn't exist, but out of scope)
1. Audience Management	1.5 Audience Export to TTD	 Implement TTD audience export service using the combined identifier provided by TTD, with batching and API submission. Enrich payloads with first-party cookies (if available) and TTD field mappings (e.g., "P360_audience_id" → "ttd_segment_id"). Implement retry logic for API failures (max 3 attempts) with exponential backoff. When does an audience get updated? An audience in tradedesk gets updated upon save in audience builder, full weekly saturation /

		update from bombora on saturdays.
		Create tradedesk audience for every audience that's configured in P360.
1. Audience Management	1.6 ICP Type for Audience Builder	A templatized version / flag of Audience Builder that allows for A user to signify that this Audience represents their ICP. User has a clear distinction in the UI. The ICP Version of Audience Builder will be used to populate seeds in their TTD Advertiser.
1. Audience Management	1.7 Seed Creation - Advertiser	Creation of a Seed in TTD using the populated TDID's that are driven from the selection of the ICP Audience Builder - minimum 10K ID's.
2. Campaign Orchestration	2.1 Program Hierarchy	 UI to nest Programs > Campaigns > Line Items. DB schema supports parent-child relationships. At some point, programs will need to hold files (non-mvp, but nice-to-have) Program> IO, Campaign> Line Item
2. Campaign Orchestration	2.2 Campaign Configuration	 Set budget, flight dates, KPIs, and assign audiences (from 1.2). Real-time validation (e.g., budget ≤ Program cap). Status / creation based off status, errors for Uis
2. Campaign Orchestration	2.3 Line Item Configuration	 Configure bids, creatives, pacing. Validate against TTD constraints (e.g., MaxBidCPM). Line item configs are optional (nullable, etc)
2. Campaign Orchestration	2.4 Campaign Sync to TTD	 Call TTD APIs (/v3/campaign, /v3/adgroup). Retry logic for API failures. Log sync status. Performance target: <5 seconds response for campaign actions.
2. Campaign Orchestration	2.5 Seed Creation from Audience Builder	Construct a Seed associated with the campaign based on the audience matching within the P360 product - minimum 10K cookies.

2. Campaign Orchestration	2.6 Campaign Metadata Enrichment	 Add optional metadata fields to campaigns: Campaign Type (Display, Syndication, Marketplace) Read/Write state based on role (Campaign Manager, vs Marketer) Editable by Campaign Manager or Super Admin only Visible in reporting UIs and exports
2. Campaign Orchestration	2.8 Forecast "Calculator" Via Audience	Swag forecast reach KPI with budgetary inputs. This is napkin math. Deploy behind a feature flag until we have enough certainty from bottom-up data analysis to support it.
3. Attribution & Reporting	3.1 Reporting Tables	Generate aggregated tables for Metabase.Store in DB with timestamps.
3. Attribution & Reporting	3.2 Metabase Embed (UI)	 Embed Metabase dashboards via iFrame for results & statistics queried from TTD APIs and attribution reports. Performance target: <2 second page loads. Table1: Customer Analysis File Table 2: Analytics File Needs to Join (?) Table 3: Brand Reporting Table 4: Customer Billing
4. Data Integration: Bombaro	4.1 File Ingestion Service	 Automates the daily ingestion of Bombora intent data delivered via S3 file drops Validates file schema, ensures freshness (<24h), and surfaces ingestion errors Feeds data into the Audience Builder and Attribution Engine for downstream use Supports >20M records/day with processing target <2 hours Operates as a backend-only service triggered on schedule and/or file event *Need to track total daily cookies for queries.
4. Data Integration: Bombaro	4.2 Taxonomy Mapping Engine	 Normalizes Bombora's raw dimensions (topics, revenue, install base, etc.) into structured dimensions usable across features Maps fields into system-wide reference tables for use in UI filters, segments, and reporting Ensures consistent data usage across uploaded audiences and sourced Bombora cohorts Built as a reusable mapping service for other third-party data providers in the future

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4. Data Integration: Bombaro	4.3 Audience Expansion API	 Enables dynamic enrichment of user-uploaded audiences by cross-referencing Bombora behavioral data Accepts input cohort and outputs a probabilistically matched segment using industry, topic, or function Feeds into Forecast Engine and Audience Builder logic
4. Data Integration: TTD	4.4 Campaign Sync API	 Translates P360 campaign objects (Programs, Campaigns, Line Items) into TTD- compatible JSON payloads Pushes campaigns to TTD using
4. Data Integration: TTD	4.5 TTD REDS File Ingestion	 Ingests hourly REDS log files (TTD → P360) containing impression, click, and conversion events Validates schema and joins REDS records with internal campaign IDs and Bombora enrichment Used to power attribution logic and downstream reporting (Silver/Gold layers) Targets <15 min latency per hourly file to keep reporting up-to-date
4. Data Integration: TTD	4.6 Identity Sync & Audience Export	 Normalizes account and persona data against bombora cookies Batches or streams converted audiences to TTD audience API endpoints Ensures identity sync across custom uploaded audiences and enriched Bombora segments
4. Data Integration: TTD	4.7 TTD Advertiser API Key Management	•Fetch advertiser ID from TTD to account - Ability for Super Admin to view ID/key • Keys are scoped per organization/seat and tied to campaign syncing workflows • Includes key rotation support, error alerting, and encrypted storage • Ensures clean separation of advertiser identity across clients

4. Data Integration: Salesforce	4.8 3x Daily Sync	 Sync Accounts/Opportunities/Line Items. Conflict resolution (Salesforce takes priority by default). Performance target: <15 minutes full sync.
4. Data Integration: Salesforce	4.10 Billing Reconciliation Logic	 Joins campaign outcomes to Salesforce deals for billing. Reconciles actual spend against forecasts and planned budgets, identifying discrepancies between planned and actual spend. Provides Super Admin functionality for bulk recording of reconciled data to Salesforce Campaigns cannot go active unless mapped
4. Data Integration: Salesforce	4.11 Manual Record Reconciliation	 Enables Super Admins to manually link unmapped Opportunities, Programs, and Campaigns in bulk via UI. Ensures downstream syncs and billing accuracy by resolving orphaned records. Supports filters by org, record type (Program/Campaign), and sync status. Audit trail logs all reconciliation actions.
7. Advanced Data Management	7.1 Audience Versioning & Rollback	 Allows users to view and restore previous versions of an audience. Tracks changes made to audience segments over time, providing an audit trail and the ability to revert to an earlier state. Audience A = Unique Data Sourcing, A.1 = tweaks to existing resourcing, B = new data source for building the audience.
5. Operational Support	5.1 Basic User Onboarding Flow	• Initial user walkthrough to setup CSV upload, audience, and campaign configuration (minimal viable path). Tool tip/animation video to plug in.
13. Roles & Permissions	13.1 Org Management UI	 Admins create orgs, link to TTD seats/Salesforce. Audit trail for changes. Entra ID mapping (internal/external, B2B entra)
13. Roles & Permissions	13.2 Super Admin (Internal Only)	 Internal role with full system privileges: org creation, API key management, user provisioning. Defines and enforces role scopes (Buyer, Seller, Campaign Manager)

13. Roles & Permissions	13.3 Campaign Manager (Internal Only)	 Internal team members assigned to customer accounts for campaign operations. Can view/manage entities only in assigned orgs. Can create/edit programs, audiences, campaigns Can upload data and trigger syncs Can manually reconcile unmapped records (Programs <-> Salesforce) View reporting & campaign performance Assigned access to multiple orgs but not
13. Roles & Permissions	13.4 Marketer / Buyer (External)	 global access External role for campaign configuration and reporting within their org. Can upload audiences, generate forecasts, and draft campaigns (approval may be required). No access to org management or seller data.
7. Advanced Data Management	7.3 Attribution Engine	 Join REDS + audience (1.2) + campaign (2.2) data. Custom rules for reconciliation (e.g., match cookie_id to audience_id).
8. User & System Activity Tracking	8.1 Comprehensive Audit Trail (UI)	 Enhanced UI to view all user actions, system events, and data changes, beyond basic logging. Includes filters, search capabilities, and detailed logs for compliance and troubleshooting. Logs for asset uploads, program creation, campaign state changes, record reconciliation, and API usage (incl. Integrate and TTD) Filters by org, feature, timestamp, user type (internal vs external)
8. User & System Activity Tracking	8.2 User Audit Logging	Comprehensive user audit logging – features write to service for history logs. Consumable via UI and CSV export. (DataDog, link to 8.1)
12. Tech Foundation	12.2 Multi-Tenant Auth	 Role-based access Microsoft Entra ID for internal SSO Supports multi-tenant user authentication and authorization.
12. Tech Foundation	12.3 Data Security & Compliance	 Implement data encryption (at rest and in transit), access controls, and API security (OAuth 2.0, rate limiting, input validation). Architecture to support GDPR, CCPA, and future SOC2 certification (2026).

12. Tech Foundation	12.4 Microsoft Entra ID SSO (Internal/External Only)	 Integrate Microsoft Entra ID via SAML/OIDC for internal P360 user authentication. Map Entra ID groups to P360 internal org structure (teams, roles)
11. Integrate Sync Services	11.1 Open API Endpoint for Integrate Campaign Sync	RESTful POST/PUT endpoint for Integrate to push campaign
12. Tech Foundation	12.1 REDS Data Ingestion	 Hourly S3 file processing from TTD (REDS). Validate/log corrupted files. Performance target: Hourly processing for REDS.
12. Tech Foundation	12.5 External User Authentication	 Configure external identity providers (Auth0, Okta) per tenant, with OIDC-based federated login. Support MFA/OTP fallback for Marketers and small orgs. Map external users to P360 orgs with granular permissions (Buyer/Seller/Agency).
12. Tech Foundation	12.6 System Monitoring & Health Checks	System monitoring and health checks – written on a feature-by-feature basis. Integration with monitoring and alerting systems.
12. Tech Foundation	12.7 Sandbox/Test Mode	 Test mode where campaigns don't go live, bypassing sync to TTD. Allows for safe testing and training. Environment management. Local, Staging, QA?, Prod
12. Tech Foundation	12.8 Data Ingestion Monitoring (Basic version)	 Real-time dashboards and alerts for the status and health of all data ingestion pipelines (CSV, Bombora, REDS). Includes metrics like record count, error rates, and processing latency.
14. Roles & Permissions	Conversion Pixel	A user needs to be able to retrieve a white labeled version of their TTD Advertiser Pixel for placement on their site in order to log conversions from the campaigns that they are running.

1.5. Approach

Bounteous and Client have collaborated on a series of workshops to finalize requirements, priorities, and build effort for the DAP Minimum Viable Product ("MVP"). Bounteous will provide the following Services and Deliverables to Client as described in Section 1.6, in accordance with client's backlog and feature prioritization.



1.6. Services & Deliverables

The Services and Deliverables outlined below have been prioritized across each scope of work for consulting and execution. These Services and Deliverables are subject to change during this engagement pursuant to a change request and will be continuously reviewed and approved by Client during this engagement before any changes are made. Client and Bounteous agree to collaboratively work together using an agile methodology to strategically define, refine and prioritize these Services and Deliverables throughout the duration of this SOW.

Workstream	Activities
Tech Foundation	 Implement core data models for programs, campaigns, line items, audiences, users, and organizations with parent-child relationships and audit trails Set up multi-tenant database architecture with org-level data isolation and role-based access controls Configure Microsoft Entra ID for internal users and external users Set-up user roles (Super Admin, Campaign Manager, P360 Customers) with granular accesses/permissions Configure build foundation with Python backend framework and Next.js React frontend starter kit including standardized UI components, routing, state management, and integrated build pipeline
Data Integration	 Build CSV audience upload service with schema validation, deduplication, format validation, error handling, and S3 storage (max 10K records/file, <30s processing) Implement Bombora S3 ingestion pipeline with automated daily processing, schema validation, field mapping service, and data quality monitoring (20-60M records/day) Deploy REDS file ingestion pipeline for hourly TTD log processing with schema validation, campaign ID joining Implement taxonomy mapping to normalize Bombora dimensions Configure 3x daily Salesforce sync for Accounts/Opportunities/Line Items Implement billing reconciliation logic to join campaign outcomes with Salesforce opportunities and identify spend discrepancies Set-up billing payload generation for business EDW consumption with reconciliation reporting
Audience Management	 Build audience builder interface with AND/OR logic tree configuration supporting both uploaded CSV data and Bombora data Implement ICP audience type designation and TTD seed population capabilities Configure audience deduplication logic with automatic flagging of duplicate audiences and invalid domain detection

	Build audience field-mapping service to normalize Bombora
	data fields against internal schema
	Set-up TTD audience export service using the combined
	identifier provided by TTD, with batching and API submission
Campaign Orchestration	 Build program hierarchy management UI supporting nested Program > Campaign > Line Item relationships with budget validation Implement campaign configuration interface with budget allocation, flight dates, KPI setting, and audience assignment from audience builder Configure line item setup with bid configuration, creative assignment, pacing controls, and TTD constraint validation Configure TTD campaign sync API with translation of P360 objects to TTD-compatible JSON, retry logic, and sync status. Implement campaign metadata enrichment with campaign type classification and role-based edit permissions Build inbound RESTful API endpoint for Integrate campaign
	 Sync Configure TTD Advertiser API integration for campaign lifecycle management, status, and object synchronization Implement white-labeled TTD Advertiser Pixel retrieval system for conversion tracking setup
Attribution & Reporting	 Deploy REDS data processing engine to join impression/click/conversion events with internal campaign IDs and Bombora enrichment data Build attribution engine to merge REDS + audience + campaign data with custom reconciliation rules for cookie-to-audience matching Set up aggregated reporting tables for Metabase consumption (or similar) with scheduled data refresh Configure Metabase dashboard embedding (or similar) via iFrames for campaign performance and attribution reports
User & System Activity	 Set-up admin console modules for the following: User/permission management TTD API key administration Audit logging (audit trail) incl. user actions SF manual record reconciliation of unmapped opportunities, programs, and campaigns Data ingestion, system & integration monitoring for external APIs Implement product analytics tracking snippet with configurable event capture for user interactions (page views, feature usage etc.) Configure sandbox/test mode for testing & simulation

Phase	Activities	Deliverables
Define	 Solidify MVP requirements (where applicable) Review P360 provided designs & assess technical limitations or considerations for UX/UI feasibility and interactions Validate and refine MVP feature prioritization Align on sprint cadence & sprint plan incl. SIT/UAT & launch plans Define DoD & acceptance criteria with P360 Validate, finalize & set-up build accelerators for development Align on reporting/dashboarding tool (Metabase or others) Finalize & validate data, integration & architectural framework (ERD) incl. documentation Align on Al tools/process for SDLC & potential GenAl implications for the MVP Create a shared project plan for the engagement, including key milestones, dependencies & review cycles Define roles, responsibilities between teams, communication protocols and cadence Document dependencies, potential project risks and develop mitigation strategies Align on deployment guidelines & process for the MVP Translate MVP features into prioritized epics and stories and begin backlog refinement (min 2 sprints) Define & finalize QA test plans & strategy Set up cloud, data, QA & tech infrastructures (dev, staging, prod) 	 Finalized MVP backlog with user stories, DoD & Acceptance criteria (for a min of 2 sprints) Finalized MVP sprint plan & requirements for future releases Data flow diagrams and technical solution (ERD) for MVP
Build	 Iterative authoring of user stories & acceptance criteria including backlog refinement & continued solutioning 	 Successful launch of the finalized P360 DAP MVP

- Ongoing technical build of the MVP including (through Agile development sprints):
 - Tech foundation & data model
 - Data integration
 - Audience management
 - o Campaign orchestration
 - Attribution & reporting
 - User & system activity
 - Front-end & UI build for the respective modules
- Ongoing demos & sprint reviews
- Run deployments across environments
- Ongoing execution of QA, system integration testing, and defect resolution
- Support for SIT/UAT owned by P360
- Launch planning, deployment, and cutover
- Hypercare support & defect resolution (3 weeks)

- Finalized MVP sprint backlog & user stories incl. test plans and reports
- Finalized data model and technical solution (ERD) for MVP
- Finalized product playbook & technical documentation

Key Assumptions:

- Bounteous team members will be provided all the necessary documentation, architectures, SOPs and accesses to complete their required activities prior to the start of the project. A delay in access and onboarding will delay the project start date and may lead to increased costs.
- Bounteous resource mix may be periodically adjusted to address the nature of the required services, but Bounteous will inform the Client in advance.
- Client is responsible for coordinating with other vendors as needed to complete the non-Bounteous scope of work.
- Client will procure licenses to all the required tools and software identified as part of this scope.
- Client will provide access to appropriate decision makers that will also service as points of contact for Bounteous team.
- Client will provide business and technical experts, as needed, for discussions, meetings, artifact reviews, and descriptions of current processes and requirements. Client will manage the internal stakeholders.
- There will be no designs created by Bounteous as part of this specific scope. All designs including copy will be provided by the Client prior to the start of the project. Client will be responsible for the UI, Componentry, and Experience. While there is planned Hypercare support post-launch, Bounteous will not be responsible for enhancements, only critical/high priority bugs.
- Client will complete the required designs before development begins. Bounteous will coordinate closely with the Client to align project milestones with design readiness.
- Access to relevant systems should be provided by the Client during the first week of the project.
- Bounteous will produce technical design, ERD and solution blueprints including relevant architectures

- Client will sign-off the architecture, user stories, sprint plan, acceptance criteria, DoD produced by Bounteous prior to the start of development
- Access to relevant test data will be provided by the Client
- Integration testing, performance testing, functional end-to-end testing will be completed by the Client with Bounteous resolving any issues/bugs that are identified in the process
- Bounteous will set-up the Product analytics tracking code provided by the Client.

1.7. Schedule & Milestones

High-level schedule and milestones are included below.

Milestone	Target Date	Summary
Define & Technology Foundations Phase	9/30/25	Completion of DAP technology setup and configuration, as well as product requirements for 2-3 sprints of work complete.
UAT Kickoff / Development Complete	11/28/25	Feature development completed. User Acceptance Testing to begin.
Production Deployment	1/9/26	Targeted date for DAP go-live.
Project Completion	1/19/26	Enhancements from UAT, and Hypercare support ends.

Considerations affecting the schedule:

- Provisioning of procured technology upon Project Kickoff
- Execution of this SOW beyond August 18, 2025 increases timeline risk of Schedule
- Designs for DAP feature set are not complete; these must be completed prior to build start
- TTD and Bombora (third-party vendors) data availability and contract readiness must be completed prior to Project Kickoff

1.8. Team Model

Bounteous

Bounteous will provide a mix of personnel from North America and India with varying allocations throughout the project based on activities. The Bounteous team model may be periodically adjusted to address the nature of the required Services. The various roles on the Project will be:

- Program Manager
- Scrum Master
- Product Manager
- Solution Architect
- Software Developer (Full-Stack/Front-End/Back-End)
- Data Architect

- Data Engineer
- Cloud Architect
- DevOps Engineer
- QA Analyst

Client

Client will provide a stakeholder with full decision-making authority for approving Deliverables and will make reasonable efforts to provide the necessary staffing and resources required to enable Bounteous to fulfill its obligations under this SOW. Such cooperation will include, but not be limited to, providing reasonable access to Client data and personnel and, in situations where Client is required to make decisions, Client will make such decisions within two (2) business days unless otherwise agreed upon. Delays in responding may lead to increases in time and cost.

Client will provide the following personnel:

- Product Lead: The full-time Subject Matter Expert ("SME") on the DAP, product requirements, data dependencies, and overall primary point of contact for the project.
- Technology Lead: The part-time Client authority on architectural best practices, design patterns, and overall technical solution. This Resource will be required to procure necessary technology in support of the Project.
- Designer: The full-time Resource will provide mockups, wireframes, specifications, and journey
 maps as foundational requirements for the DAP experience layer, which Bounteous will
 incorporate into requirements.
- Executive Sponsor: The limited primary point of contact for project escalations and decisions to collaborate with Bounteous team.

1.9. Additional Client Responsibilities, Dependencies, and Assumptions

Notwithstanding anything herein or in the MSA to the contrary:

- A. As between Bounteous and Client, (i) Bounteous shall be responsible for its compliance with laws, rules, regulations, third-party rights and government orders (the "External Standards") applicable to the business of Bounteous independent of the Services or Deliverables hereunder; and (ii) Client shall be responsible for its compliance with the External Standards applicable to the business of Client and its use of the Services or Deliverables ("Client Compliance Obligations").
- B. Bounteous does not provide compliance advice or compliance as a service and shall not be responsible for any Client Compliance Obligations or any measure taken, or not taken, at the direction, or with the approval of, Client.
- C. Client shall indemnify and hold harmless Bounteous for any claim related to non-compliance with Client Compliance Obligations.
- D. Client shall be responsible for procurement and securing all necessary and appropriate rights for any third-party products or licenses necessary for Bounteous to provide the Services/Deliverables and for Client to make use of the Services and/or Deliverables.
- E. Client shall provide qualified personnel to provide necessary instructions for proper provision of the Services.

1.10. Al Tools



Notwithstanding anything herein or in the MSA to the contrary:

- A. <u>Al Tools</u>. "**Al Tools**" shall mean artificial intelligence tools, platforms, systems, or services, including, but not limited to, generative Al, machine learning models, large language models, and other Al-based technologies that may be used to assist in creating content or other Deliverables.
- B. <u>Al Tools Usage.</u> It is understood and agreed that (i) Vendor may utilize Al Tools in the provision of the Services, (ii) Vendor is not the provider, owner, or operator of Al Tools and assumes no responsibility for the performance, availability, accuracy, outputs, or functionality of the Al Tools, and (iii) the Al Tools and the outputs generated shall be subject to the Al Tools' terms of service and support processes.
- C. <u>IP Protection and Ownership</u>. Client acknowledges that Vendor cannot warrant against potential IP claims related to AI Tools-assisted development. Any AI Tools-generated work products, drafts, or other outputs that are provided shall be subject to the terms offered by the AI Tools and not any other terms or conditions, whether in this SOW or elsewhere.
- D. <u>Confidentiality</u>. Client acknowledges and agrees that Vendor's use of the AI Tools and input of information in, or related activity with respect to, any AI Tools in connection with the provision of the Services or Deliverables is expressly permitted, provided that Vendor (i) limits the use of Client's Confidential Information to what is reasonably necessary for the provision of the Services or Deliverables, and (ii) does not use Client's Confidential Information to train AI models for use outside of Client's engagement.
- E. <u>Limitation of Liability</u>. Al Tools are considered Third-Party Products for the purpose of this SOW, and Vendor makes no representations or warranties regarding such Al Tools.

2. CHARGES AND INVOICING

2.1. Fees

Client shall pay for the Services under this SOW on a fixed fee basis, subject to the dependencies, assumptions, and Client responsibilities set forth herein. Based on Bounteous estimate of the timing, skill sets, and level of effort required, total professional fees have been estimated to be \$540,000. If the scope or required effort differs or if there is any failure of the dependencies, assumptions, and Client responsibilities, the parties shall work together in good faith to adjust the fees for any additional effort required of Bounteous on account thereof.

Client will pay Bounteous upon completion of the following milestones:

Milestone / Deliverable	Target Date	Amount Payable Upon Completion
Define & Technology Foundations Complete	9/30/25	\$100,000
Development Complete & UAT Kickoff	11/28/25	\$150,000
Project Completion	1/19/26	\$290,000
TOTAL		\$540,000



Due to the heightened risk of the Xandr cutover in February of 2026, Bounteous will also align incentives by placing \$90,000 of fees at risk. The fees at risk are based upon production deployment, with the ability for users to leverage the platform capabilities to successfully serve Client end-customers, including audience creation, campaign creation and management, and outcomes reporting.

Begin Date	Last Date	Fees Forfeited
Anytime	1/9/2025	\$0
1/10/2025	1/16/2025	\$45,000
1/17/2025	Anytime	\$90,000

Client and Bounteous will work collaboratively to ensure platform readiness for these dates, including MVP definitions, managing third-party dependencies, and overall program issues and risks to mitigate risk for Client and Bounteous.

2.2. Bounteous Investment

Bounteous will provide a one-time investment of \$283,160 which is accounted for in the above total fees. In support of the partnership, Client will partner with Bounteous to launch:

- A co-branded partnership announcement upon Project Kickoff
- A co-branded success story upon Project Completion

2.3. Reimbursement

If applicable, Client will reimburse Bounteous for reasonable, pre-approved in writing, actual expenses related to: (i) transportation; (ii) mileage, tolls, and parking for travel by private car; (iii) car rental (when appropriate); (iv) lodging; (v) meals; and (vi) other ordinary and necessary travel and living costs during travel by Bounteous personnel in connection with the Services. Bounteous invoices will provide reasonable detail concerning these reimbursable expenses. Upon request, Bounteous will provide reasonable supporting documentation to substantiate such expenses. Client will also reimburse Bounteous for reasonable fees and disbursements incurred or charged by third-party experts engaged by Bounteous from time to time with Client's prior written consent.

Expenses will not exceed 5% of the fees associated with this SOW, which is equal to \$27,000.

3. PAUSE AND RESTART WORK

Should any of the Services in this project need to be paused for reasons attributable to Client (e.g., explicit project pause request, prolonged inability for Bounteous to access necessary environments, unavailability of agreed upon dependencies, etc.), Client acknowledges that Bounteous may reallocate its resources to other clients. Should this occur, Bounteous will make every effort to reclaim those resources once such Services can resume but makes no guarantee this will be possible. Furthermore, Client acknowledges that pausing any of the Services may result in additional costs and time to complete the project than originally estimated in this SOW, which shall be the responsibility of Client.



4. TERMINATION FOR CONVENIENCE

Either party may terminate this SOW by providing ninety (90) days' written notice to the other party. For the purposes of this section, the date a written notice of termination is delivered to the other party shall be known as the "Termination Notice Date," and the date of termination shall be known as the "Termination Effective Date."

If Client chooses to terminate this SOW, upon the Termination Effective Date, Bounteous will promptly cease providing the Services and will not incur any additional fees or expenses. Within five (5) days of the Termination Notice Date, Bounteous will provide Client with a description of activities to be performed and milestones and Deliverables to be achieved by the Termination Effective Date. Client will be responsible for paying for all Services Bounteous has performed and all expenses Bounteous has incurred through the Termination Effective Date. Upon receipt of any outstanding payments due to Bounteous, Bounteous will turn over any partially completed Deliverables to Client.

If Bounteous chooses to terminate this SOW, Client shall pay for any partially completed milestones or Deliverables that are scheduled to complete prior to the Termination Effective Date.

IN WITNESS WHEREOF, the parties have executed this SOW by their duly authorized representatives as of the SOW Effective Date.

Integrate.com, Inc. dba Pipeline360	Bounteous, Inc.	
DocuSigned by:	Signed by:	
	Hemant Shali	
1DC00ACDD882493	B661A9F640A04C2	
Signature	Signature	
David Tomizuka	Hemant Shah	
Name	Name	
CFO	Managing Director - Technology & Healthcare	
Title	Title	
8/30/2025	8/29/2025	
Date	Date	