

## Data Licensing Agreement

This AGREEMENT is entered into as of the Effective Date (as defined herein) by and between CompanyInc. and its Affiliates (“**Company**”), with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (“**CompanyAddress**”) and (“**Company**”), with offices at (“**Company Address**”). Companyand Company agree to the following terms and conditions, including any attachments or exhibits incorporated therein:

**1. Definitions.** (a) “**Affiliate**” means with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party. (b) “**Attributed Ad**” means an advertisement (i) that a CompanyAdvertising Partner targets using Licensed Content and that is served based on Licensed Content; and (ii) for which Companyrecords the applicable end user engagement (e.g., impression, click, or view), charges the CompanyAdvertising Partner, and determines that the Licensed Content was the best predictive data source. (c) “**CompanyAdvertising Partner**” means (i) a client under an agreement with Companyto use Company’s advertising products or services, or (ii) Companywhere a property or entity wholly owned or controlled by Companyis using such Companyadvertising products or services. (d) “**include**” and “**including**” mean “including without limitation.” (e) “**Licensed Content**” means all content that is provided by Company under this Agreement. Licensed Content does not include content that (x) Company provides to Companyunder another agreement or (y) Companyobtains independently of this Agreement. (f) “**Media Cost**” means the final price charged to the CompanyAdvertising Partner in an auction for the purchase of advertising inventory via a Companyproduct or service, not including any Fees (as defined below).

### 2. Licensed Content.

2.1 (a) Company hereby grants to Companya nonexclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Licensed Content in connection with. (b) Company grants to Companythe right to sublicense the license in Section 2.1(a) to permit CompanyAdvertising Partners to use the Licensed Content in connection with. (c) Companywill use commercially reasonable efforts to ensure that no CompanyAdvertising Partner advertisements that are associated with a domain identified on Attachment B (each domain, a “**Restricted Domain**”) are targeted using Licensed Content via a Companyproduct or service. (d) Companymay use subcontractors, consultants and other third-party service providers or agents (“**Subcontractors**”) in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that such Subcontractors will be subject to the same obligations as Company.

2.2 (a) Subject to the license rights granted in this Agreement, as between the parties, Company retains all rights in the Licensed Content. (b) As between the parties, Company and its licensors retain all rights in the and all content (other than the Licensed Content) used or created in connection with the. (c) Company is not required to use or sublicense any or all of the Licensed Content. (d) Nothing in this Agreement restricts Company from using content that is not Licensed Content. (e) This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

2.3 Company will not disclose without Company's prior written consent that Company is the source of the Licensed Content when making Licensed Content available in.

**Disclaimers and Limitation of Liability.** (a) EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (b) TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (i) EXCEPT (x) FOR OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) AND (y) WITH RESPECT TO BREACHES OF SECTION 9 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE, AND (ii) EXCEPT WITH RESPECT TO (x) OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), (y) EACH PARTY'S INTENTIONAL MISCONDUCT, AND (z) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$10,000.

**Signatory Information:**

Note: Please review your company details and amend accordingly. If the legal name of your company is incorrect, please advise your Icertis contact who will arrange for this to be amended. PLEASE DO NOT ACCEPT THIS ONLINE CONTRACT AGREEMENT IF YOUR DETAILS ARE INCORRECT.

Internal Party	External Party
Signature:	Signature:
Email: CHANGED	Email: CHANGED
Name: CHANGED	Name: CHANGED
Address: CHANGED	Address: CHANGED
Email2: CHANGED	Email1: CHANGED

Ext signatory 2:

Int signatory 2: