**EYEOTA DATA MARKETPLACE SUPPLY AGREEMENT**

**Cover Sheet & Signature Page**

*(Subject to Terms and Conditions that follow this Cover Sheet)*

**Data Owner details**

|  |  |
| --- | --- |
| **Company name** | [Insert company name] (“the **Data Owner**”) |
| **Main contact** | [Name], [Title]  [Phone number], [email address] |
| **Billing address** | [Full billing address] |
| **Billing contact** | [Name], [Title]  [Phone number], [email address] |

**Highlights of terms**

|  |  |
| --- | --- |
| **Effective date** | [Insert effective date] |
| **Markets included** | [Insert included markets / countries]. This agreement can be expanded to include other markets at the discretion of both parties |
| **Data included** | [Insert data segments to be supplied]. This agreement can be expanded to include other data segments at the discretion of both parties |
| **Revenue share** | The Data Owner will receive 50% of the Data Owner Revenue Pool, as specified in Section 7.1 |
| **Use of Data Owner Marks**  🞎 Yes  🞎 No | If the “Yes” box immediately to the left of this paragraph is checked, Eyeota may use the Data Owner’s brand names, logos and marks on Eyeota’s websites and marketing literature for the sole purpose of identifying the Data Owner as a data contributor to the Eyeota Marketplace and marketing the Eyeota Services to potential Eyeota customers. |
| **Exclusivity** | Eyeota Data Marketplace is to be [the **exclusive** / a **non-exclusive**] data market place for the Data Owner’s Data Segments[, and the Data Owner will not use any other data market place or similar system for the marketing, sale, and distribution of anonymous data collected on the Data Owner’s Sites]. |

**Eyeota details**

|  |  |
| --- | --- |
| **Main contact** | [Name], [Title]  [Phone number], [email address] |
| **Billing address** | Eyeota Pte Ltd, 12A Upper Circular Road, 058410 Singapore |
| **Billing contact** | Maryann Ong, Management Accountant  +65 9336 1733, accounts@eyeota.com |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Data Owner Signature** | **Date** | |  |  | | **Eyeota Signature** | **Date** | |  |  |  |

**TERMS AND CONDITIONS**

# **BACKGROUND**

The Data Owner is an owner of data assets (“Data” or “Segments”) which can be deployed for the targeting of online advertising within Eyeota’s Data Marketplace. Both the Data Owner and Eyeota (together “the Parties”) wish to enter into an agreement with one another to allocate revenue resulting from the cooperation set out herein, all in accordance with these terms and conditions (the “Agreement”).

# **DEFINITIONS**

For the Purpose of this Agreement the following terms and corresponding definitions shall apply:

## "**Affiliate**" means, with respect to a party hereto, any legal entity (such as a corporation, partnership, or limited liability company) that controls or is controlled by or is under common control with such party. For the purposes of this definition, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

## “**Cover Sheet**” means the initial cover sheet and signature page to this Agreement.

## “**CPM**” means cost per thousand unique visitors or page impressions, as applicable.

## **“Data”** means the Data or Segments outlined in the section titled “Data included” in the cover sheet above.

## “**Data Owner Revenue Pool**” means the revenue pool allocated to the Data Owner for its data contribution into the Eyeota Marketplace as specified and calculated in Exhibit A to this Agreement.

## “**Eyeota”** means Eyeota Pte Ltd, a company organized under the laws of and having its registered office located in Singapore.

## “**Eyeota Marketplace**” means Eyeota's electronic platform where buyers may purchase anonymous data.

## **“Laws**" means laws, rules and regulations, decrees, orders, directives, and ordinances.

## “**Marketplace Buyers**” means entities that pay Eyeota a fee for the use of, or who are otherwise engaged with, the Eyeota Marketplace.

## “**Marketplace Services**” means the services described in Section 3.2.

## **“Segment(s)**” means a type of segmentation data that is owned by the Data Owner and made available to Eyeota for use in accordance with the terms of this Agreement.

# **SERVICES PROVIDED TO THE DATA OWNER BY EYEOTA TO THE DATA OWNER**

## **Data Marketplace**. During the Term of this Agreement, the exclusivity, or non-exclusivity, of the provision of Marketplace Services to the Data Owner for the marketing, sale and distribution of Data Owner’s Segments will be as outlined within the Cover Sheet to this Agreement.

## **Marketplace Services**. Subject to the terms and conditions of this Agreement, including the revenue arrangement described in Section 7 and Exhibit A, Eyeota shall provide Data Owner with marketing, sales and distribution of Data Owner’s Segments for use by Marketplace Buyers under the terms of this Agreement through various delivery methods.

## **Use of Data**. The parties agree that all data used or sold in connection with the provision of the Marketplace Services shall be Confidential Information of each party which will be subject to the provisions of Section 15 (including the provision that each party may only use such data in the furtherance of this Agreement).

# **DATA OWNER RESPONSIBILITIES**

Without limiting any other terms of this Agreement, the Data Owner shall be responsible for the following:

## **Delivery and Offering**. During the term of this Agreement, Data Owner will deliver the Data outlined in the cover sheet to Eyeota.

## **License**. The Data Owner hereby grants to Eyeota a worldwide license to copy, modify, distribute, perform, and display the Data for purposes of offering the Data Owner (anonymously) on the Data Marketplace. Eyeota may sublicense the foregoing rights to users of the Data Marketplace for purposes of targeting advertisements on websites and other properties and for any other purposes for which data is offered by Eyeota in the Data Marketplace.

## **Cooperation**. The Data Owner will cooperate reasonably with Eyeota to facilitate Eyeota’s offering of the Data in the Data Marketplace.

## **No PII**. Unless otherwise agreed in this agreement and coversheet, the Data Owner will ensure that the Data, when delivered to Eyeota, does not contain Personally Identifiable Information (“PII”). PII means information that can be used to identify, contact, or locate a natural person, including, without limitation, a natural person’s name, email address, governmental identification number, or telephone number.

## **Compliance with Laws and Regulations**. The Data Owner and the Data will comply with all applicable laws, rules, regulations, statutes, and orders, including those regarding privacy.

## **Technical cooperation**. Data Owner shall provide communication and access to technical and business resources whose feedback is important to Eyeota to enable the Data Owner to support the Data Owner service's success within Eyeota Marketplace.

## **Case Study**. If in the Cover Sheet to this Agreement, the Data Owner has agreed to allow Eyeota to use the Data Owner’s marks, the Data Owner agrees to participate in a case study using Data Owner’s Data Segments provided to Eyeota’s Data Marketplace.

## **Material Changes to Business**. Providing notification to Eyeota in the event of a major change in business model or product positioning that would alter the marketability of its audience to potential data buyers.

## **Further Obligations of the Data Owner** in the case that the Data Owner is providing data sourced from online properties.

### The Data Owner will implement the Eyeota Tags on all agreed Data Owner sites and only on Data Owner sites.

### The Data Owner will: (a) communicate with and provide access to Eyeota technical and business personnel; and (b) notify Eyeota of any major change in its type of website traffic, composition of content, business model, or product positioning that would alter the marketability of its data to potential buyers.

### The Data Owner will not market, distribute, license, or sell any data obtained with Eyeota Tags through any channel other than the Eyeota Marketplace. The Data Owner will comply with this section whether or not the Eyeota Marketplace is designated as the only and exclusive channel of distribution for data collected on Data Owner sites.

### The Data Owner will not place Eyeota Tags on any websites in violation of any law, rule, or regulation or on any websites that contain any content that: (a) is an invasion of privacy, degrading, defamatory, libelous, unlawful, profane, obscene, pornographic, hate material, or discriminates on the basis of sex, age, race, religion, nationality, disability, sexual orientation, or family status; (b) promotes any illegal activity including without limitation the promotion of gambling, illegal substances, software piracy, or hacking; (c) infringes on the personal rights, trademark, service mark, trade dress, trade name, logo, publicity right, copyright, patent rights, or any other intellectual property right of any third party; (d) violates any law, rule or regulation of any applicable jurisdiction, including those pertaining to wagering and interstate commerce of certain goods and services; (e) promotes or references software piracy or activities generally understood as Internet abuse including but not limited to the sending of unsolicited bulk e-mail, use of spyware, malware or distribution of worms or viruses; or (f) content that is deceptive, misleading, untruthful, unsubstantiated, or otherwise fails to comply with applicable laws. The Data Owner agrees and undertakes to notify Eyeota and to immediately remove the Eyeota Tag in the event that the Data Owner has notice or knowledge that the Eyeota Tag has been placed on web pages that contain any of the restricted contents listed above.

### In the event Eyeota has notice or knowledge that an Eyeota Tag fails to function properly, Eyeota will provide the Data Owner with notification to that effect, and the Data Owner will promptly remove such Eyeota Tag.

### Eyeota respects user privacy and is committed to establishing responsible business and data management practices and standards. Eyeota undertakes to comply with the terms of its privacy policy as it is amended from time to time. The Data Owner will maintain a privacy policy that complies with all applicable laws and meets or exceeds the material provisions of Eyeota’s privacy policy and shall abide by such privacy policy. The Data Owner will ensure that the privacy policy is easily accessible to and binding on users receiving a Targeting Signal and will notify Eyeota if there are any changes made to such policy. The Data Owner’s privacy policy will include: (a) language that informs the Data Owner’s website visitors that 3rd party cookies may be delivered to them and that 3rd party cookies may be used to provide a more targeted advertising experience both on and off of provider’s website; (b) a description of types of data that are collected for advertising purposes (e.g. anonymous demographics and interests); (c) an explanation of how, and for what purpose, data will be used or transferred to third parties; and (d) the ability to opt-out of 3rd party cookies.

### Eyeota may from time to time require the Data Owner to provide users of the Data owner’s sites with specific additional notice mechanisms consistent with applicable laws or industry self-regulations for the purpose of providing end users with information and choices in connection with online advertising as necessitated by relevant local authorities.

# **SELF-REGULATORY ACKNOWLEDGEMENT**

## The Data Owner acknowledges that Eyeota is a member of the Internet Advertising Bureau and may become a member of one or more other self-regulatory organizations relating to the collection, use, and disclosure of PII and other information (“Self-Regulatory Bodies”). The Data Owner agrees that Eyeota’s performance under this Agreement may be restricted by rules and guidelines of one or more Self-Regulatory Bodies. Further, Eyeota may at any time modify and make changes to this Agreement in order to ensure compliance with rules and guidelines of Self-Regulatory Bodies and any other privacy-related obligations applicable to Eyeota, the Data Owner, or members of the public. Any change to this Agreement under this Section will apply to the Data Owner beginning 30 days after the date of Eyeota’s written notice to the Data Owner of such change. If the Data Owner does not agree to any modification or change under this Section, the Data Owner may terminate this Agreement at will by providing written notice to Eyeota within 30 days of its receipt of such notice from Eyeota.

# **JOINT ACTIVITY OF THE PARTIES**

## Eyeota undertakes to market Data Owner’s Segments on the Eyeota Marketplace. If, and only if stated in the Cover Sheet to this Agreement, Eyeota may use Data Owner’s brand names, logos and marks on Eyeota’s websites and marketing literature for the sole purpose of identifying the Data Owner as a data contributor to the Eyeota Marketplace and marketing the Eyeota Services to potential Eyeota customers. The Data Owner shall be entitled to withdraw such permission with 60 days’ notice at which time Eyeota will remove all brand names, logos and marks and ensure its partners to do the same at the earliest possibly opportunity.

## Except as indicated in clause 6.1 above, neither party hereto may use the other party’s brand names, logos and marks for any purpose whatsoever without the express prior written consent of the other party. Any press release pertaining to this Agreement shall be subject to both parties’ express prior written approval.

# **PAYMENTS AND FEES**

## Revenue Reports. Due to lead times for the collection of revenue information from Eyeota’s numerous sales partners, Eyeota will provide the Data Owner with a complete Monthly Sales Report within thirty (30) days after the end of each calendar month. Due to the US-based nature of most of Eyeota’s advertising technology platform partners, Eyeota receives almost all of its revenues in US Dollars, and conducts all internal reporting in US Dollars. As such, the Monthly Sales Report will also be provided in US Dollars,

## Amount. The amount due to the Data Owner will be the percentage of the Data Owner Revenue Pool specified in the Cover Sheet under "Revenue Payments” for revenue that has been collected by Eyeota during such calendar month.

## Payment. After receiving Eyeota’s Monthly Sales Report, the Data Owner is to invoice Eyeota for the amount due, following which, within ninety (90) days, Eyeota will pay the Data Owner its share of the Data Owner Revenue Pool from advertising technology platforms that have made cash payment to Eyeota for Segments purchased within the invoice period. Any outstanding Data Owner Revenue Pool share for the same invoice period will be paid to Data Owner in Eyeota’s soonest payment cycle following the receipt of payments from the respective outstanding advertising technology platforms.

## Audit. All revenue figures shall in the first instance be based on Eyeota reporting data. Upon 30 days’ written notice to Eyeota from the Data Owner, the Data Owner shall be entitled to audit the Eyeota sales report. Any audit will be conducted at the Data Owner’s expense, and the Data Owner is limited to one audit per calendar year. All information resulting from such audit will be used solely to ensure Eyeota’s compliance with this Agreement and for no other purposes. The Audit shall be at the Data Owner’s discretion, and is not a mandatory requirement, must be independent of the Data Owner and engaged at the expense of the Data Owner.

## Withholding Tax. If the laws of any part of the territory where Eyeota is based (at the time of signing, this being Singapore) requires Eyeota to withhold tax on any payment which Eyeota is obliged to make to the Data Owner under this Agreement, Eyeota shall:

### obtain a proper receipt and discharge for the tax so deducted and forward it without delay to the Data Owner; and

### do all such other things and take such other steps as may be reasonably required to enable Data Owner to obtain any tax credit which may be available to it

# **PRIVACY MATTERS**

## Eyeota respects user privacy and is committed to establishing responsible business and data management practices and standards. Eyeota undertakes to maintain the terms of its privacy policy as it is amended from time to time.

## Data Owner shall maintain a privacy policy that complies with all applicable Laws.

# **DATA PROTECTION**

## Eyeota is certified by the European Interactive Digital Advertising Alliance (EDAA), a leading European privacy body

## Eyeota has been granted the ePrivacy seal for compliance to digital privacy best practices

## Eyeota is a signatory to your onlinechoices.com, which is the IAB/ADMA industry approved guideline for online behavioral advertising

## Eyeota is compliant with IAB standards, as well as being an IAB member

# **WARRANTY DISCLAIMER**

## EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED BY EYEOTA AND THE DATA OWNER AND ITS SUPPLIERS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PROFITABILITY, OR NON-INFRINGEMENT. THE DATA OWNER AND EYEOTA SPECIFICALLY DISCLAIMS THE APPLICABILITY OF ANY SUCH EXPRESS OR IMPLIED WARRANTIES. NEITHER PARTY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY DELAY IN PERFORMING OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO ANY CAUSE OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL.

# **REPRESENTATIONS**

## Each party represents and warrants that –

### It is not presently the subject of any investigation or prosecution by the applicable data protection authorities and courts in the European Union or any other governmental or quasi-governmental regulatory body or agency (collectively, “**Governmental Authority**”) in connection with its products, services, or advertising and, to the best of its knowledge, no such investigation or prosecution is threatened;

### It has disclosed the existence of any past formal or informal **Governmental Authority** investigations involving the Data Owner, its officers, directors, or principals; and

### If it becomes involved or is named in any action, investigation, complaint or other proceeding by or before any Governmental Authority, or any private party, the Data Owner will immediately provide notice to Eyeota of such action, investigation, complaint or other proceeding, in which event Eyeota may terminate this Agreement immediately upon written notice to the Data Owner.

### It will comply with Section 6, 8 and 10.

## Each party represents that it is now and will continue throughout the Term of this Agreement to be in full compliance with all Laws applicable to its business, including but not limited to the Act and the rules and regulations of any Governmental Authority that has jurisdiction over the Data Owner’s business activities or products in any country in the world.

# **PROPRIETARY RIGHTS**

All intellectual property rights in and to the Marketplace Services are and shall at all times remain the sole and exclusive property of Eyeota and are protected by applicable intellectual property laws and treaties. The Data Owner acknowledges that it does not acquire any ownership rights. Eyeota retains all right, title and interest in and to the technology utilized by Eyeota to provide the Marketplace Services hereunder, including but not limited to all patent, trademark, copyright, trade secret and all other intellectual property rights therein. All intellectual property rights in the Data Owner’s Data, brand names, logos and marks (the “Data Owner’s IP”) are and shall at all times remain the sole and exclusive property of the Data Owner and are protected by applicable intellectual property laws and treaties. Eyeota acknowledges that it does not acquire any ownership rights. The Data Owner retains all right, title and interest in and to the Data Owner’s IP, including but not limited to all patent, trademark, copyright, trade secret and all other intellectual property rights therein.

# **TERM AND TERMINATION**

## This Agreement shall commence upon the Effective Date and shall continue for an initial period of twelve (12) months (the "**Initial Term**") unless terminated earlier pursuant to Section 13.2. The Initial Term (and any subsequent renewal term) shall automatically renew for additional periods of the same length unless otherwise terminated in writing by either party upon at least thirty (30) days prior to the expiration of the Initial Term or the then current renewal term, as applicable (collectively, the "**Term**").

## Either party shall be entitled to terminate this Agreement immediately, if the other party fails to remedy a breach of any of its material obligations hereunder within ten (10) business days of notice requiring remedy of such breach.

## Each Party shall be entitled to terminate this Agreement upon 60 days’ notice in writing.

## It is recognised by the Data Owner that upon termination, Eyeota will cease distribution of Segments to its partners, however, the Segment data may hold a lifetime of up to ninety (90) days within the advertising technology platforms. Any revenues earnt from this residual data following the termination of this Agreement will be shared with Data Owner under the same terms as if the Agreement had not been terminated.

# **INDEMNIFICATION; LIMITATION OF LIABILITY**

## Each party to this Agreement (the “Indemnitor”) shall indemnify, defend and hold the other party harmless from and against any and all liabilities, damages, losses and claims, arising out of or relating to a breach by the Indemnitor of any Indemnitor’s representation or warranty expressly set forth in this Agreement. If any third party claim is brought against either party (the “Indemnitee”) based on an allegation for which the foregoing indemnity may be sought from the Indemnitor, the Indemnitee will (i) promptly notify the Indemnitor of any such claim of which it becomes aware and will: (ii) provide reasonable cooperation to the Indemnitor at the Indemnitor’s expense in connection with the defense or settlement of any such claim; and (iii) be entitled to participate at its own expense in the defense of any such claim. The Indemnitee agrees that the Indemnitor will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnitor will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnitee’s rights or interests without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld.

## IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST REVENUES, LOST DATA OR LOSS OF USE, WHETHER UNDER TORT, CONTRACT OR OTHER THEORY OF RECOVERY. OTHER THAN FOR THE INDEMNITIES IN THE CLAUSE ABOVE OR FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS , IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID TO DATA OWNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

# **CONFIDENTIALITY**

Each party (the “Receiving Party”) acknowledges that during the Term and any Renewal Terms it may have access to or receive from or on behalf of the other party (the “Disclosing Party”) confidential or proprietary information relating to the Disclosing Party and its business or technology (collectively, “Proprietary Information”). All Proprietary Information belongs solely to the Disclosing Party. All information relating to the Marketplace Services, software relating to the Marketplace Services, and the terms and conditions of this Agreement (including, without limitation, pricing) is Eyeota’s Proprietary Information. During the Term, and for three years after the termination or expiration of this Agreement, the Receiving Party must: (a) not use (except in the furtherance of this Agreement) or disclose Proprietary Information without the prior written consent of the Disclosing Party; (b) maintain the Proprietary Information in confidence with safeguards no less stringent than those which the Receiving Party uses to protect its own Proprietary Information, provided, however, that in no event will the Receiving Party use less than commercially reasonable measures to protect such confidentiality; and (c) disclose Proprietary Information only to those of its officers, employees, agents, contractors, consultants and other representatives (collectively, “Representatives”) who are necessary for the use expressly licensed hereunder, and who have agreed in writing to maintain the confidentiality of Proprietary Information hereunder. Proprietary Information excludes information that Receiving Party can document: (i) becomes public without breach of this Agreement by the Receiving Party or its Representatives; (ii) was previously in the Receiving Party’s possession (in written or other recorded form) with no obligation to maintain confidentiality; (iii) was legally received from a third party not under any obligation of confidentiality; or (iv) was developed by the Receiving Party’s Representatives independently of, and without reference to or use of, any of the Proprietary Information.

# **MISCELLANEOUS**

## Independent Contractors; No Third Party Beneficiaries. The Parties are independent contractors and nothing in the Agreement will be construed to create any agency, partnership or joint venture between them, and neither party has authority to obligate the other in any way. The Parties confirm that no third party will have any rights as a third party beneficiary or otherwise arising from or relating to the Agreement.

## Choice of Law and Venue. The Agreement will be deemed to have been made in Singapore, and will be governed by and interpreted in accordance with the laws of Singapore, without regard to the conflict of laws principles thereof and without regard to the United Nations Convention on the International Sales of Goods. The exclusive forums for all disputes and any other legal or equitable proceedings arising under or in connection with the Agreement are the courts and located in Singapore, and the parties expressly submit to the jurisdiction of any such court in connection with any such dispute or proceedings.

## Non-Exclusive Agreement. The Agreement does not preclude Eyeota from providing services similar to the Marketplace Services to any person, entity or enterprise which conducts or proposes to conduct a business that may compete with any business in which the Data Owner is or proposes to become active.

## Assignment. Neither the rights nor the obligations arising under the Agreement are assignable or transferable without prior written approval from the other party, and any unapproved assignment or transfer will be void and without effect. Notwithstanding the foregoing, either party may assign the Agreement without notice or approval to an acquirer of all or substantially all of such party’s assets, business, or outstanding equity. The Agreement will be binding upon the assigning party’s successors and assigns, and such successors and assigns must provide notice to the non-assigning party within 10 days after the consummation of such acquisition.

## Injunctive Relief. The Parties confirm that any breach of Section 12 or 16 may cause immediate and irreparable injury to the non-breaching party, and agree that in the event of an actual or threatened breach of such provisions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief.

## Notices. Any notice, report, approval, or consent required or permitted hereunder must be in writing and will be deemed to have been effectively given: (a) immediately upon personal delivery to the Parties to be notified; (b) one day after deposit with a commercial overnight courier with tracking capabilities; or (c) three days after deposit with the a recognized national postal service, by registered or certified mail, postage prepaid, to the respective addresses of the parties. Notices to Eyeota should be sent to: Eyeota Pte Ltd, 12A Upper Circular Road, 058410, Singapore, FAO: Kevin Tan & Legal. Email notifications should also be sent to the Main Eyeota contact as outlined in the Cover Sheet to this agreement, as well as to [legal@eyeota.com](mailto:legal@eyeota.com) & [accounts@eyeota.com](mailto:accounts@eyeota.com)

## Effect of Waivers; Section Headings. No waiver or failure or delay in enforcement with regard to any breach or provision of or right under the Agreement by either Party will constitute or operate as a waiver of any subsequent breach or any such provision or right. The captions and section headings in the Agreement and the Exhibits are for convenience of reference only, and do not limit or otherwise affect the meaning or interpretation of any provision thereof.

## Severability; Amendments; Signatures. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the remainder of such provision and the Agreement will otherwise remain in full force and effect and enforceable in accordance with its terms. The Agreement and the Exhibits thereto constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and any and all written or oral agreements, and the terms of any order by the Data Owner, are expressly cancelled and superseded by the terms of the Agreement. Any modifications or amendments of the Agreement must be in writing and signed by both Parties hereto. Signatures received as a PDF attachment to electronic mail or fax signatures are treated as original signatures for all purposes hereunder.

**Exhibit A**

**Data Owner Revenue Pool**

Eyeota may generate revenue from the Segments provided by the Data Owner which will be based on, but not limited to, a fee on a per ad impression basis for adverts delivered based on information in the Data Owner’s Segments. All of these methods will be included in the generation of the Data Owner Revenue Pool as set forth below in Section 1 or 2, which will be allocated to the Data Owner according to the percentage noted in the Cover Sheet (section titled "Revenue Payments"). It is noted that as a revenue sharing model, all revenue under this Agreement is based on Eyeota's Data Owner Revenues; Eyeota explicitly disclaims any representations or warranties as to the amount of revenue it may generate (if at all) from Data or Segments delivered by the Data Owner.

The Data Owner Revenue Pool shall not include revenue generated from non-Data Product service fees charged to Marketplace Buyers for serving and other overhead costs. The Data Owner Revenue Pool shall be calculated per Data Owner according to the following guidelines:

**Definitions:**

In the case of a Segment which carries the Data Owner’s brand within the Eyeota Marketplace taxonomy, the “**Segment Rate**” means a CPM per Segment established by the Data Owner and Eyeota in consultation with each other and which may be revised from time to time with the agreement of both Parties. If the Data Owner is to provide its Data and Segments on an anonymized basis in to Eyeota’s own-branded Segments, the **“Segment Rate”** means a CPM per Segment established by Eyeota in its sole discretion as may be revised by Eyeota from time to time. Eyeota will publish the Segment Rate and any revised version thereof, which version shall become effective as of the date of such publication.

* + 1. Revenue Attributable within Branded Data Owner Segments: If during the relevant billing period, a Marketplace Buyer accepts the Data Owner’s Branded Segment(s) and targeted advertising revenue is generated and attributable to that specific Segment delivered by the Data Owner, then this revenue shall be considered part of the Data Owner Revenue Pool. For example, if a Marketplace Buyer delivers 1,000,000 impressions using a Data Owner Branded Segment at a CPM of $3.00 (resulting in $3,000 in fees paid to Eyeota), the amount added to the Data Owner Revenue Pool is $3,000.

* + 1. Revenue Attributable within Anonymized Segments: If during the relevant billing period, a Marketplace Buyer accepts anonymized Eyeota Own-branded Segment(s) (**“Anonymized Segment(s)”**) which the Data Owner has contributed to and targeted advertising revenue is generated and attributable to that specific Anonymized Segment, then this revenue shall be considered part of an Anonymized Segment Revenue Pool. The Anonymized Segment Revenue Pool will then be apportioned across the Data Owners contributing to the Anonymized Segment based on the respective number of unique profiles that each Data Owner has provided to this specific Anonymized Segment within the country the impressions were delivered in, and within the month under consideration. For example, if a Marketplace Buyer delivers 1,000,000 impressions using an Anonymized Segment at a CPM of $1.00 (resulting in $1,000 in fees paid to Eyeota) and 30% of the active unique profiles within the Anonymized Segment are attributable to the Data Owner, the amount added to the Data Owner Revenue Pool is $300.