

LOCAL ADDENDUM – JAPAN

Additional Terms for Japan

This Local Addendum forms part of the Contentsquare Master Service Agreement (the **"Agreement"**), and capitalized terms not defined have the meanings set forth in the Agreement.

With respect to Customers domiciled in Japan,

(i) Section 6.4 (Taxes) of the MSA is deleted in its entirety and replaced with the following section:

6.4 Taxes. All Fees stated or referred to under the Order Form are exclusive of value added tax (VAT) and/or any other applicable taxes or charges (including any excise, sales, use or other transaction-based tax, Japanese consumption tax, or value added or non-resident withholding tax) which shall be assessed and invoiced separately; and (iii) are non-cancellable and non-refundable (unless otherwise stated under the Agreement). For the avoidance of doubt, Customer shall not be responsible for any payment of taxes based on Contentsquare's net income, payroll, or property.

(ii) Section 11.12 (Anti-Corruption) of the MSA is amended as follows:

11.12 Anti-Corruption and Exclusion of Anti-Social Forces. In connection with the CS Service performed under the Agreement and Customer's use of the CS Service, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

11.12.1. Each Party hereby represents that it is not Boryokudan (organized crime group), Boryokudan-in (a member of an organized crime group), a person for whom 5 years have not yet passed since leaving Boryokudan, Boryokudan jun kouseiin (quasi- member of Boryokudan), Boryokudan kankei kigyuu (organized crime related companies), Sokaiya etc. (a corporate extortionist, etc.), Shakai Undo etc. Hyobo Goro (a racketeering organization advocating a social campaign, etc.), Tokushu Chino Boryoku Shudan etc. (a member of a crime group specializing in intellectual crimes, etc.), or any other person equivalent to any one of the foregoing (hereinafter referred to collectively as an **"Organized Crime Group Member"**), or a person falling under any one of the following items, and each party hereby undertakes that it will not become an Organized Crime Group Member, etc. or a person falling under any of the following categories at any time in the future:

- a) it has a relationship in which it is recognized that an Organized Crime Group Member, etc., holds control over its management;
- b) it has a relationship in which it is recognized that an Organized Crime Group Member, etc., is substantially involved in its management;
- c) it has a relationship in which it is recognized that it exploits an Organized Crime Group Member, etc., unjustifiably with the aim of pursuing illicit gains for itself, its company or a third party or inflicting damages on a third party;
- d) it has a relationship in which it is recognized that it is engaged in providing funds, etc., or extending benefits to an Organized Crime Group Member, etc.; or
- e) any officer or individual substantially involved in its management has a socially reprehensible relationship with an Organized Crime Group Member, etc.

11.12.2. Each Party hereby undertakes not to conduct, or cause a third party to conduct, an act corresponding to any one of the following items:

- (a) making a violent demand;
- (b) making an unjustifiable demand beyond legal responsibility;
- (c) using intimidation or violence in relation to the transactions;
- (d) damaging the other Party's credit or interfering with the other party's business by disseminating rumors, by using fraudulent means, or by exercising force; or
- (e) any other act equivalent to each of the foregoing items.

11.12.3. If either Party is reasonably believed to be an Organized Crime Group Member, to fall under any of the categories of Section 11.13.1, to have conducted any act falling under any of the categories of the Section 11.13.2, or to have made a false declaration in connection with the representations and undertakings provided pursuant to the provision of Section 11.13.1, and if it is hence deemed to be inappropriate to continue to conduct transactions, then the other Party may terminate this Agreement immediately without any prior notice and without any liability to the other Party.

11.12.4. In the event that the terminating Party suffers damage in connection with such termination, the other Party shall indemnify the terminating Party for such damage, in accordance with the provisions of the Agreement.