

## CONTENTSQUARE MASTER SERVICE AGREEMENT

This Contentsquare Master Service Agreement (the “**MSA**”), by and between the applicable Contentsquare Contracting Entity set forth in Section 11.11 (“**Contentsquare**”), and the customer contracting party identified on the applicable Order Form (together with Affiliates of such company or entity (for so long as they remain Affiliates) which have entered into Order Forms for CS Services for such Affiliate, each a “**Customer**”) is effective as of the Start Date of the first Order Form executed between Contentsquare and Customer. Contentsquare and Customer may each be referred to herein as a “**Party**” or collectively as the “**Parties**.”

The Parties hereby agree to be bound by the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable CS Services Schedules located at <https://contentsquare.com/legal/service-schedules/>, Order Form(s) and SOW(s), each of which become binding on the Parties and are incorporated into this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the Start Date of the applicable Order Form or SOW, collectively referred to as the “**Agreement**”, that consists of:

1. the Order Form and/or Statement of Work;
2. DPA;
3. any other attachments, addenda, and/or appendix(ices) to this MSA;
4. Service Schedule(s); and
5. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) is determined by the CS Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

### 1. DEFINITIONS AND RULES OF INTERPRETATION

#### 1.1. Definitions

“**Account**” means a unique account established by Customer to enable its Users to access and use the CS Service.

“**Account Data**” means the data relating to Users processed by Contentsquare in connection with such Users’ access to the CS Service including, but not limited to, name, job position, email address, password.

“**Affiliate**” of a Party means any entity that the Party directly or indirectly controls, is under common control with, or is controlled by, where control means the ownership of more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party’s Affiliate as long as that interest is maintained.

“**Agreement**” means this (a) MSA and its exhibits and linked documents, (b) any Local Addendum (if applicable), (c) any completed and signed Order Form(s) and/or Statements of Work that reference this MSA, and (d) the DPA (as defined in Section 5.3).

**“Applicable Data Protection Laws”** means, to the extent applicable: (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“**GDPR**”), Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (“**e-Privacy Directive**”), the UK Data Protection Act 2018 (“**UK GDPR**”), as well as any other laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, and (ii) all privacy and data protection laws and regulations, worldwide (whether, national, state, provincial, local or otherwise), applicable to the Processing of Personal Data under the Agreement, as may be amended, extended, re-enacted, or interpreted from time-to-time.

**“Confidential Information”** means all information provided directly or indirectly by or on behalf of a Party and its Affiliates (the “**Disclosing Party**”), to the other Party (the “**Receiving Party**”) before, on, or after the date of this Agreement, whether orally or in writing, which is of a confidential nature or which would be reasonably considered as being confidential. Confidential Information shall include information relating to this Agreement which is not generally known to the public, non-public financial information/data, business plans or methods, product roadmaps and pricing and other commercially sensitive information, marketing strategies, sales projections, supplier lists/names, and Customer Data. Confidential Information does not include information that: (a) was or becomes generally known to the public through no fault or breach of the Agreement by the Receiving Party; (b) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; (c) was rightfully obtained by the Receiving Party from a third party not under a duty of confidentiality and without restriction on use or disclosure; (d) was rightfully in the Receiving Party’s possession at the time of disclosure without restriction on use or disclosure; or (e) is disclosed by the Receiving Party with the Disclosing Party’s prior written approval.

**“CS Security Safeguards”** means the Contentsquare security standards found at <https://contentsquare.com/legal/contentsquare-security-safeguards/> as may be supplemented by an applicable Service Schedule

**“CS Service”** means the products and services (as applicable) provided by Contentsquare or its Affiliates under an Order Form, which may include software or other technology licensed to Contentsquare or its Affiliates from third parties and embedded into the services that Contentsquare or its Affiliates provides to Customer. For the avoidance of doubt, CS Service includes Script(s) but does not include Third-Party Services (defined below).

**“Customer Data”** means, as applicable, (i) all forms of data, materials or information provided or inputted by Customer, Customer Affiliate or a User in connection with the access or use of the CS Service (excluding Account Data and Usage Data); (ii) Visitor Data; and (iii) subject to the terms of this Agreement, all information derived from the foregoing, including results of processing the foregoing through the CS Service. For the avoidance of doubt, Customer Data does not include any designs, template forms and/or the underlying technology, process, algorithm, component or Contentsquare Intellectual Property Rights used by the CS Service or Professional Services to generate reports, insights or any form of structured Customer Data.

**“Customer App(s)”** means those app(s) owned and operated by or on behalf of Customer or a Customer’s Affiliate that are listed on an Order Form and on which Customer implements the Script(s), pursuant to and in accordance with the Agreement.

**“Customer Site(s)”** means those website URL(s) owned and operated by or on behalf of Customer or a Customer’s Affiliate that are listed on an Order Form and on which Customer implements the Script(s) pursuant to and in accordance with the Agreement.

**“Documentation”** means Contentsquare’s then-current technical and functional documentation for the CS Service at <https://docs.contentsquare.com>.

**“Early Access Program”** means a program offered in Contentsquare’s sole discretion to a select group of customers for the testing and feedback of a not yet publicly released potential CS Service.

**“Fees”** means all fees payable by Customer to Contentsquare as set out in the Order Form.

**“Indemnified Party(ies)”** means the Party or entity (whether Contentsquare or Customer) being indemnified under Section 9.1 (Third-Party Claims), including its Affiliates, employees, directors, agents, and representatives.

**“Indemnifying Party(ies)”** means the Party or entity (whether Contentsquare or Customer) that is providing indemnification under Section 9.1 (Third-Party Claims).

**“Initial Term”** means the initial term set out in the Order Form, which may be comprised of a fee-free period and a paid-for period commencing on the Order Form Start Date.

**“Intellectual Property Rights”** means any and all intellectual property rights including, patents, rights to inventions, utility models, copyright and related rights, trade and service marks, trade, business and domain names, rights in trade dress and get-up, rights to goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semiconductor, mask work, and topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property and industrial property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist or may subsist now or in the future.

**“Local Addendum(a)”** means an addendum set forth in Section 11.12 for Customers (i) in certain jurisdictions or (ii) entering into Order Forms with certain Contentsquare Contracting Entities, which supplements and/or modifies this MSA to include terms specific to such jurisdiction or Contentsquare Contracting Entity.

**“Order Form”** means an ordering document between Customer and Contentsquare, specifying the CS Service, Customer Site(s), Customer App(s), Professional Services (unless subject to a Statement of Work), Fees, Initial Term and other terms agreed between the Parties, and including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as “Customer” as if it were an original party hereto.

**“Order Form Start Date”** means the date specified as such in an Order Form.

**“Page View”** means a single occurrence on a Customer Site created by a Visitor’s interaction with such Customer Site which provides new information for Contentsquare to process. When applicable, the maximum number of Page Views Per Year on Customer Site(s) is set out in the Order Form as PVPY. Any visitor-interaction-triggered dynamic elements or other web technology that causes a change in the content of the webpage but not the actual URL of the webpage shall be considered as a separate Page View.

**"Personal Data"** has the meaning given to it or to "personal information" by the Applicable Data Protection Laws.

**"Permitted Personal Data"** means only such Visitor Personal Data which is necessary for the provision of services under this Agreement that the CS Service is designed to process, namely, IP address, online unique ID (Cookie ID), website and mobile app technical information, online behavioral data, and additional types of Visitor Data as may be specifically requested by Customer in connection with certain CS Service features.

**"Professional Services"** means any implementation, integration, consulting, training, transition, configuration, administration or such other ancillary CS Service, either recurring or non-recurring, specified in an Order Form or a Statement of Work.

**"Responses"** means an answer left by a Visitor on a VOC survey on a Customer Site. The total Response allowance applicable to the Customer Site(s) is set out in the Order Form.

**"Script(s)"** means the JavaScript or software development kit (SDK) generated by Contentsquare and provided to Customer as part of the CS Service (as the case may be), which, when implemented on Customer Site(s) or on Customer App(s) by or on behalf of Customer, interacts with the CS Service and enables the CS Service to function, including for the purpose of blocking or preventing collection of personal data other than Permitted Personal Data."

**"Service Schedule"** means the then-current service specific terms and conditions applicable to a specific CS Service located at <https://contentsquare.com/legal/service-schedules/>

**"Session"** means a period of Visitor activity from a single Visitor on a Customer Site or Customer App. When applicable, the maximum number of Sessions per license year on Customer Site(s) and/or Customer App(s) is set out in the applicable Order Form.

**"Statement of Work" or "SOW"** means an ordering document, including a work authorization, between Customer and Contentsquare, specifying the Professional Services, Fees (if applicable), and other terms agreed between the Parties and that is entered into between Customer and Contentsquare or any of their Affiliates, and including any addenda and supplements thereto.

**"Term"** means, with respect to each Order Form, the Initial Term together with any subsequent Renewal Term(s) thereof (if any).

**"Third-Party Services"** means services, software, products, applications, integrations, and other features or offerings that are provided by Customer or obtained by Customer from a third party or Contentsquare at the request of Customer.

**"Users"** means any and all employees, agents and independent contractors of Customer or its Affiliates who are given access to the CS Service in accordance with the Agreement, authorized to that purpose either by Customer or by an Affiliate of Customer. If the User is an agent or independent contractor of Customer, use of the CS Service is permitted only if the User is under confidentiality obligations with Customer at least as restrictive as those in this MSA and is accessing or using the CS Service solely to support Customer's and/or its Affiliates' internal business purposes.

**"Usage Data"** means the data, information, or insights generated or derived from the use of the CS Service, including, but not limited to, user ID, IP address, online behavioral data and technical data.

“**Visitor**” means a visitor of the Customer Site(s) and/or the Customer App(s).

“**Visitor Data**” means the data relating to a Visitor that is processed by Contentsquare in connection with Customer’s use of the CS Service.

**1.2. Headings and Interpretation.** In this MSA, (a) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined, (b) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this MSA, and (c) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.” All references in this MSA to sections, paragraphs, exhibits, linked documents and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits, linked documents and schedules attached hereto, all of which exhibits, linked documents and schedules are incorporated herein by this reference.

## **2. ACCOUNT, USE, AND ACCESS RIGHTS**

**2.1. Account, Account Data and Usage Data.** Customer must establish an Account with Contentsquare in order for each User to use and access the CS Service. Customer shall (a) provide current, complete and accurate information in order to establish the Account, (b) be responsible for maintaining the security of the Account, log-in information and password(s), including all User information, and (c) take all reasonably necessary steps to protect the Account password from loss, theft, or unauthorized disclosure. Customer shall promptly notify Contentsquare of any breach or threatened breach of this Section 2.1. Contentsquare’s processing of Account Data and Usage Data shall be subject to Contentsquare Services Privacy Policy accessible at the following link: <https://contentsquare.com/services-privacy-policy/>.

**2.2. Right to Use.** Contentsquare will provide the CS Service to Customer as set forth in the Order Form. Subject to the provisions of the Agreement, Contentsquare grants to Customer a worldwide, limited, non-exclusive, non-transferable, non-sublicensable and non-assignable (except as permitted herein) right and license during the Term, solely for its and its Affiliates’ internal business purposes, and in accordance with the Documentation, to: (a) access and use the CS Service; (b) implement and configure the Script(s) on the Customer Site(s) or on the Customer Apps (as applicable); and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Users shall comply with all of Customer’s obligations under the Agreement, and Customer shall remain responsible for their acts and omissions as though they were those of Customer. Customer’s Affiliates may enter into an Order Form that references this MSA, in which case such Customer’s Affiliate shall be fully responsible for its liabilities and obligations under the Agreement; and (ii) all references to “Customer” in this MSA shall be deemed to be references to the Customer’s Affiliate as set forth in the Order Form.

**2.3. Restrictions.** Customer shall not, and shall ensure that its Users or others under its control shall not:

- (a) use the CS Service, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use or usage metrics set forth in the Agreement, including the applicable Order Form;
- (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, timeshare or otherwise make any part of the CS Service or Documentation available to third parties except as otherwise expressly provided in this MSA;
- (c) access or use the CS Service or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the CS Service, or (ii) allowing access to the Account or the CS Service by a direct competitor of Contentsquare;

- (d) reverse engineer, decompile, disassemble, copy any of the CS Service or technologies, derive source code, object code, trade secrets or create any derivative works from or about any of the CS Service or technologies or use the output generated from the CS Service to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes (or attempt to do any of the same), except pursuant to Customer's non-waivable rights under applicable law;
- (e) use the CS Service or Documentation in a way that: (i) violates or infringes upon the rights of a third party, or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene; or
- (f) use the CS Service to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the CS Service or any host, network, or account related thereto or use any aspect of the CS Service components other than those specifically identified in an Order Form, even if technically possible.

**2.4. Suspension of Access.** Contentsquare may suspend any use of the CS Service or remove or disable any Account or content that Contentsquare reasonably and in good faith believes violates the Agreement, including any usage restrictions, subject to Contentsquare delivering reasonable prior notice to Customer, unless: (a) it is prohibited from doing so under applicable law; or (b) it is necessary to delay notice in order to prevent harm to the CS Service or a third party.

**2.5. Third-Party Services.** Customer may choose to obtain Third-Party Services from third parties and/or Contentsquare (such as through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and Contentsquare does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this MSA. If Customer chooses to integrate or interoperate Third-Party Services with the CS Service in a manner that requires Contentsquare or the CS Service to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants Contentsquare permission to allow the Third-Party Service and Third-Party service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the CS Service; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that Contentsquare is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

**2.6. Early Access Programs and Freemium Services.** If and to the extent Customer is invited to (i) participate in Contentsquare Early Access Programs, or (ii) subscribe to certain Freemium Services, such participation shall be governed by the terms found at <https://contentsquare.com/legal/early-access-program-terms-and-conditions/> and <https://contentsquare.com/legal/freemium-services-agreement/> respectively.

### 3. PROPRIETARY RIGHTS

**3.1. CS Service.** Contentsquare, its Affiliates, and/or its licensors own all Intellectual Property Rights and other rights in and to the CS Service and Documentation, any improvements, enhancements, modifications, design contributions, or derivative works and any related knowledge or processes (including any machine learning algorithms output by the CS Service). All deliverables provided by or for Contentsquare in the performance of the CS Service and Professional Services, excluding Customer Data and Customer Confidential Information constitute part of the CS Service under this MSA.

**3.2. Professional Services.** Unless otherwise specified in the applicable SOW, all deliverables provided by or for Contentsquare in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by Contentsquare and constitute part of the Professional Service(s) under the Agreement. Effective only as of final payment by Customer to Contentsquare of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, Contentsquare grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services (“Work Product”) provided to Customer under the Order Form or SOW, solely for purposes of Customer’s internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them. If and to the extent Customer purchases recurring Professional Services, any purchased Professional Services hours that remain unused after the end date specified in the Order Form will expire and may not be carried over or used for any other purpose.

**3.3. Customer Data.** Customer Data processed through the use of the CS Service is and will remain, owned by Customer. Customer hereby grants Contentsquare and its Affiliates a limited, revocable, non-exclusive, non-sublicensable, worldwide, royalty-free, right and license to process, transmit and use the Customer Data and any Intellectual Property Rights therein solely to the extent necessary to perform its obligations under this Agreement during the Term.

**3.4. Feedback.** Customer may from time to time provide recommendations, suggestions, proposals, ideas, derivations, or other feedback for enhancements or functionality to Contentsquare and its Affiliates with respect to the CS Service (“Feedback”). To the extent Customer provides Feedback, Customer grants to Contentsquare and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.4 (Transfer and Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the CS Service) without restriction. Customer shall ensure that: (a) Feedback does not identify Customer, its Affiliates, or Users, or include any Customer Data; and (b) Customer has obtained requisite authorization from any User or other third party to grant the license described herein. For the avoidance of doubt, Feedback does not constitute Customer Confidential Information.

## **4. CONFIDENTIALITY**

**4.1. Restricted Use and Nondisclosure.** During and after the Term, the Receiving Party shall (a) use Confidential Information solely for the purposes of this Agreement, (b) not reproduce, disseminate, or disclose Confidential Information to any person, except at the request of the Disclosing Party or to the Receiving Party’s or its Affiliates’ employees, authorized representatives, contractors and advisers who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this Section 4, and (c) protect all Confidential Information with at least the same degree of care as it protects its own information of a similar nature.

**4.2. Required Disclosure.** If the Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, the Receiving Party will give prompt written notice to the Disclosing Party before making the disclosure, unless prohibited from doing so by legal or administrative process, and cooperate with the Disclosing Party to obtain, where reasonably available, an order protecting the Confidential Information from public disclosure.

**4.3. Ownership.** The Receiving Party acknowledges that, as between the Parties, all Confidential Information it receives from the Disclosing Party, including all copies thereof in the Receiving Party's possession or control, in any media, is proprietary to and exclusively owned by the Disclosing Party. Nothing in the Agreement grants the Receiving Party any right, title or interest in or to any of the Disclosing Party's Confidential Information. The Receiving Party's incorporation of the Disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

## **5. SECURITY, PERSONAL DATA AND CUSTOMER DATA**

**5.1. Contentsquare Security Standards.** Contentsquare shall use commercially reasonable industry standard security technologies to provide the CS Service. Contentsquare has implemented and shall maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Personal Data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the CS Security Safeguards. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form or separate written agreement between the Parties.

**5.2. Security Audit.** Each calendar year, Contentsquare shall engage an appropriately recognized accreditor to conduct an audit in accordance with ISO 27001 or other similarly recognized standards ("Data Protection Control Audit"). Customer may conduct periodic technical security tests (manual penetration tests) and audits of Contentsquare's systems holding or containing any Customer Data, using a third party provider (under confidentiality obligations no less strict than the obligations of Customer under this Agreement), to verify that the CS Security Safeguards have been implemented and are functioning properly, (a "Technology Security Audit"), provided that Customer agrees to Contentsquare Penetration Testing Protocol. Customer shall promptly notify Contentsquare of its findings discovered during the course of the Technology Security Audit. Arising deficiencies and their associated criticality shall be reviewed and mutually agreed on by both Parties. Any Technology Security Audit shall conform to the following requirements: (a) Customer shall provide a thirty (30) days prior written notice to Contentsquare; (b) Technology Security Audits are limited to once every twelve (12) month-period; provided that in the event of a security incident affecting Customer, Customer may audit every six (6) months or in such other intervals as may be agreed in writing between the Parties; (c) Customer shall use its best efforts to (and ensure that its third-party auditors) avoid causing any damage or disruption to Contentsquare's systems and operations in the course of such Technology Security Audit; (d) Customer is responsible for all costs and fees associated with such Technology Security Audit; and (e) the scope of the Technology Security Audit shall be mutually agreed upon between Customer and Contentsquare and shall be generally limited to matters not already covered by SSAE (SOC 2), ISO 27001 or ISO 27701 standards in effect. Contentsquare shall promptly address all validated critical deficiencies, concerns or recommendations arising out of any Data Protection Controls Audit or Technology Security Audit (each a "Security Audit"). If, as a result of any Security Audit, Customer reasonably deems Contentsquare's security measures insufficient, then promptly



following Customer's written request, a senior Contentsquare executive shall meet with a representative of Customer to discuss the matter in good faith until its conclusion.

**5.3. Data Processing Agreement.** In respect of the processing of any Personal Data, the Parties agree that the provisions of Contentsquare's standard Data Processing Agreement (located at: <https://contentsquare.com/privacy-center/data-processing-agreement/>) shall apply except where the Parties have agreed and executed a bespoke data processing agreement (either, together with its annexes, the "DPA"). Each Party agrees to comply with the terms of the DPA, which shall be incorporated into the Agreement by reference. Execution of this MSA and/or any Order Form shall be deemed as execution of the DPA and the Standard Contractual Clauses incorporated by reference thereto.

**5.4. Customer Data, Personal Data, Visitor Data.**

(a) Customer shall use the CS Service in accordance with all applicable laws, including any Applicable Data Protection Laws. Customer acknowledges and agrees that it is Customer's responsibility to ensure that Customer's use of the CS Service complies with all Applicable Data Protection Laws, including, but not limited to: (a) providing the appropriate notice to Visitors (e.g., privacy policy conspicuously posted on the Customer Site(s)) that clearly and accurately discloses its privacy practices (including how data is collected and used); (b) the placement and use of cookies or sdk or any other similar technologies relating to the CS Service and the use of the CS Service with respect to the processing of Visitor Data; and (c) if required by law, obtaining and maintaining a record of consent and disclosing the identity of Contentsquare and Contentsquare's cookie policy. Upon the written request of Customer, Contentsquare may provide to the Customer certain technical documentation reasonably requested for Customer's compliance with applicable legal or statutory obligations. Customer warrants it has and shall maintain throughout the Term a valid lawful basis to process Visitor Data pursuant to and in accordance with the terms of the Agreement. Customer shall not commit any act or omit to act in a way which places or is likely to place Contentsquare in breach of any Applicable Data Protection Laws or any other applicable laws or regulations.

(b) Customer agrees and acknowledges that the CS Service is not intended for the processing of any Personal Data of Visitors other than the Permitted Personal Data. Therefore, Customer shall prevent the transfer of any Personal Data of Visitors (other than the Permitted Personal Data) to Contentsquare, including, but not limited to, by implementing the appropriate blocking Scripts as stated in the CS Documentation or by using other available tools and methods, on such relevant areas of the Customer Site(s) and browser back-end where Personal Data of Visitors (other than the Permitted Personal Data) may be: (a) collected through Customer's use of the CS Service (e.g., via cookies, JS or API Error logs or other network communication); (b) inputted by a Visitor (e.g., through keystrokes); or (c) displayed (e.g., prefilled, data within the HTML).

(c) If either Party becomes aware that Visitor's Personal Data (other than the Permitted Personal Data) has been processed through the CS Service, then, without limiting any of the rights or remedies available to a Party under the Agreement or under applicable law, the Parties agree to cooperate in good faith to delete any such Personal Data from the CS Service. Customer acknowledges and agrees that if Personal Data is required to be deleted pursuant to this Section 5.4 and it is not commercially reasonable or technically feasible to delete only such Personal Data (as shall be determined by Contentsquare), other Visitor Data processed through the use of the CS Service may be deleted in the process.

(d) Visitor Data processed through the use of the CS Service shall be available for Customer's use for the duration of the relevant period as specified in the Order Form ("**Access Period**"). Contentsquare shall delete or anonymize Visitor Data, and therefore Visitor Data will no longer be available to the Customer, by default no later than thirteen (13) months from its collection, unless the Access Period exceeds thirteen (13) months upon agreement by the Parties ("**Retention Period**"). The Access Period may in certain cases be extended for an additional cost, subject to the Parties signing an additional Order Form, in which case the Retention Period shall be extended accordingly.

**5.5. Data Use.** Customer authorizes and grants Contentsquare and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free, right and license to (i) compile, access and use Customer Data, strictly in order to research, develop, modify, improve or support the services provided by Contentsquare and its Affiliates; (ii) use Customer Data in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to identify Customer, Customer's Users or its Visitors, for benchmarking or machine learning purposes; (iii) collect and use Usage Data for its business purposes, including industry analysis, analytics, marketing, and developing, training and improving its products and services ("**Internal Development**"); and (iv) anonymize or aggregate Visitor Data for any further internal business uses, including Internal Development, creating and distributing statistical insights, reports and other materials. In no event shall Contentsquare or its Affiliates sell Customer Data to third parties for any marketing or advertising purposes whatsoever.

## **6. PAYMENT OF FEES; TAXES**

**6.1. Fees and Expenses.** Unless expressly agreed otherwise in the applicable Order Form or a Local Addendum: (a) Contentsquare shall invoice Customer for the Fees annually in advance; (b) the first invoice shall be issued on the relevant Order Form Start Date; (c) payment is due within thirty (30) days from Customer's receipt of the invoice; (d) all amounts shall be denominated and payable in the currency specified in the Order Form; and (e) where the Page View, Session or Response limits set forth in an Order Form are exceeded during any given twelve (12)-month period of the Term, Customer shall pay over-usage fees annually in arrears at Contentsquare's then-applicable rate or, if specified in an Order Form, at the overage rate and upon the invoicing terms set forth in such Order Form. To the extent Customer requests on-site performance of Professional Services under a Statement of Work, the reasonable cost of travel, hotel, subsistence, and any other ancillary expenses reasonably incurred by Contentsquare in performance of such on-site Professional Services shall be invoiced to the Customer by Contentsquare separately. Such expenses are payable within thirty (30) days of Customer's receipt of a valid invoice. Any failure or delay to issue or deliver an invoice shall not excuse Customer's payment obligations. Once executed, Order Forms are non-cancellable and non-refundable except as expressly agreed in the relevant Order Form. Fees may be revised annually with effect from the start of each Renewal Term, such increase not to exceed the greater of 3% or the annual increase of the Consumer Price Index.

**6.2. Payments, Late Fees, Attorney's Fees.** All payments must be made by bank transfer or EFT payment, at the sole cost of the Customer. Without prejudice to any other rights Contentsquare may have, if Customer fails to make payment in accordance with this Agreement within ten (10) days of receipt of a written reminder to pay, then Contentsquare may, subject to applicable law: (a) charge interest, accruing each day, at a monthly rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law on the overdue sum from the due date until the date the overdue sum (plus applicable interest) is paid in full, and/or (b) suspend access to all or part of the CS Service and the provision of any Professional Services until such time as the overdue amount (plus applicable interest) is paid. Where Contentsquare fails to amicably recover unpaid sums

and interest due by Customer under this Agreement, all reasonable costs, fees (including attorney's fees) or expenses incurred by Contentsquare arising out of Customer's failure to pay pursuant to and in accordance with this Agreement shall be recoverable in full by Contentsquare from Customer.

**6.3. Purchase Orders.** If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form, and Contentsquare hereby rejects any additional or conflicting terms set out in a purchase order or any other ordering materials submitted by Customer. Contentsquare's provision of the CS Service is governed solely by the terms and conditions of the Agreement. Upon request, Contentsquare shall reference Customer's purchase order number on its invoices and Customer acknowledges that it is Customer's responsibility to provide accurate purchase order information (including a purchase order number) to Contentsquare upon the execution of the relevant Order Form. Customer's failure to provide Contentsquare with the corresponding purchase order shall not relieve Customer of its obligations to pay the Fees to Contentsquare pursuant to Section 6.1 (Fees) above.

**6.4. Taxes.** Unless otherwise required by applicable law and subject to any requirements thereof, Customer shall make all payments under this Agreement free and clear of, and without any, tax deduction (such as withholding tax). Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Contentsquare has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Contentsquare will invoice Customer and Customer will pay that amount unless Customer provides Contentsquare with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Contentsquare is solely responsible for taxes assessable against it based on its income, property and employees.

## **7. TERM AND TERMINATION**

**7.1. MSA Term and Order Form Term.** This Agreement shall commence on the first Order Form Start Date and shall continue, unless terminated pursuant to and in accordance to Section 7.2 below, as long as an Order Form referencing or incorporating this MSA remains valid and in effect (the "**MSA Term**"). During the MSA Term, each Order Form shall commence on its Order Form Start Date and shall continue for the Initial Term thereof. After the Initial Term, unless otherwise provided in an Order Form, each Order Form shall automatically renew for successive periods of the same duration as the paid Initial Term and with payment terms as provided under the Order Form (each a "**Renewal Term**") unless either Party gives written notice to the other to terminate the Order Form not less than ninety (90) days before the end of the Initial Term or any Renewal Term thereof (as the case may be), in which case such Order Form shall terminate at the end of the Initial Term or Renewal Term thereof (as applicable). In the case of an SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. Termination of any Order Form shall leave other Order Forms unaffected. This MSA shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect.

**7.2. Termination for Cause.** Without prejudice to any other rights or remedies which the Parties may have under this Agreement, either Party may terminate an Order Form or this MSA without liability to the other upon giving written notice to the other if the other Party is in material breach of the Agreement and (if such breach is remediable) the breaching Party fails to remedy that breach within thirty (30) days after receiving written notice. To the extent permitted under applicable law, either Party may terminate this MSA immediately upon

written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors. Upon the proper and undisputed termination of this MSA or an Order Form for cause by a Customer pursuant to Section 7.2 (Termination for Cause), Contentsquare shall refund to Customer on a pro rata basis, based on the then current Term, all prepaid Fees which relate to the unexpired part of the Term. In no event will termination relieve Customer of its obligation to pay any fees payable to Contentsquare for the period prior to the effective date of termination.

**7.3. Obligations after Termination.** Upon termination of this MSA for any reason: (a) subject to section 7.2 (Termination for Cause by Customer), Customer will pay to Contentsquare any amounts due for the remainder of the Term of all Order Forms (to the extent permitted by law); (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the termination will survive; (c) licenses and use rights granted to Customer with respect to the CS Service and related intellectual property will immediately terminate and Customer shall immediately cease all use of the CS Service, Script(s), and Documentation; (d) Contentsquare's obligation to provide any services to Customer or any Customer Affiliate under any Order Form will immediately terminate, except any such CS Service that are expressly to be provided following the termination of this MSA; (e) Customer shall delete all copies of the Script(s) from Customer Site(s) or App(s) and certify the same in writing to Contentsquare within ten (10) business days of such termination; and (f) all Visitor Data stored in the CS Service shall be permanently deleted prior to the end of the Retention Period expires (unless otherwise instructed by Customer at time of termination).

**7.4. Survival.** The Parties' rights and obligations under Sections 2.3 (Restrictions), 3 (Proprietary Rights), 4 (Confidentiality), 5.5 (Usage Data), 6 (Payment of Fees; Taxes), 7.1 (Term and Termination), 7.5 (Survival), 8.1 (Mutual Warranties), 9 (Third-Party Claims), 10 (Limitation of Liability), and 11 (General) and any other obligations under this Agreement which are expressed, or by their nature are intended, to survive beyond the termination or expiry of an Order Form or this Agreement shall survive the termination or expiry of any such Order Form or this Agreement.

## **8. WARRANTIES AND DISCLAIMERS**

**8.1. Mutual Warranties.** Each of Customer and Contentsquare agree that: (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution of the Agreement.

**8.2. CS Service Warranties.** Contentsquare warrants that: (a) during the applicable Term, the CS Service (other than Professional Services), when used by Customer as authorized under the Agreement, will perform substantially in accordance with the Documentation associated with such CS Service; and (b) Contentsquare will use commercially reasonable efforts to ensure that the CS Service does not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system. Customer's sole and exclusive remedy for any breach of these warranties by Contentsquare is for Contentsquare to repair or replace the affected CS Service to make them substantially and materially conform, or, if Contentsquare determines that the foregoing remedy is not commercially reasonable, then either Party may terminate the portion of the Order Form related to such affected CS Service.

**8.3. Contentsquare Professional Services Warranties.** If Customer has purchased Professional Services in an Order Form and/or SOW, Contentsquare warrants to Customer that the Professional Services will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify Contentsquare in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, Contentsquare will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.3 (Contentsquare Professional Services Warranties) sets forth Customer's exclusive rights and remedies and Contentsquare's sole liability in connection with the warranty related to the performance of the Professional Services.

**8.4. Disclaimers.** To the fullest extent permitted by law, except as expressly set out above in this Agreement, Contentsquare (a) makes no, and hereby disclaims any and all, representations warranties, conditions and all other terms of any kind whatsoever with respect to the CS Service, Scripts, integrations or Documentation, whether express or implied, by operation of law, or statutory, oral or written, including, any warranties of accuracy, quality, performance, merchantability, suitability and fitness for a particular purpose; (b) does not warrant that the CS Service is or will be error-free, uninterrupted, or meet Customer's requirements; or (c) is not liable for delays, failures or problems inherent in Customer's systems or infrastructure or any inability, error or fault on the part of Customer in the installation or operation of the CS Service, and/or Script(s). Access to and performance of the CS Service may be subject to limitations, delays, and other problems inherent to the use of the internet and electronic communications. Contentsquare shall not be responsible for any delays, performance issues, delivery failures, or other damage resulting from such problems. Customer has no right to make or pass on any representation or warranty on behalf of Contentsquare to any third party.

## **9. THIRD-PARTY CLAIMS**

**9.1. By Contentsquare.** Contentsquare shall defend and, in accordance with Section 9.3 (Procedures), indemnify Customer's Indemnified Parties from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from any infringement of any third-party Intellectual Property Right occurring from Customer's use of the CS Service as authorized under the Agreement. Notwithstanding the foregoing, Contentsquare will not be responsible for: (i) any Claim arising out of or in connection with Customer's or its User's combination of CS Service with goods or services provided by third parties, including any Third-Party Services; (ii) adherence to specifications, designs, or instructions furnished by Customer; (iii) Customer's modification of the CS Service not described in the Documentation or otherwise expressly authorized by Contentsquare in writing; (iv) Customer's failure to use any enhancements, modifications, or updates to the CS Service that have been provided by Contentsquare; or (v) Customer's breach of the Agreement, Customer's breach of applicable law, including Applicable Data Protection Laws, or Customer's breach of any third-party rights, including but not limited to Personal Data and privacy rights.

**9.2. By Customer.** Customer will defend and, in accordance with Section 9.3 (Procedures), indemnify Contentsquare's Indemnified Parties from and against, any Claim to the extent arising out of or in connection with: (i) any breach by Customer of its obligations under Section 2.3 (Restrictions) or use of the CS Service by Customer, its Affiliates or its Users in violation of the Agreement; and (ii) the nature, origin, or content of all Customer Data processed by the CS Service.

**9.3. Procedures.** The Parties' respective obligations in this Section 9 (Third-Party Claims) are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the

failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim; and (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval. The Indemnifying Party shall not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

**9.4. Infringement Remedy.** If Customer is enjoined or otherwise prohibited from using any of the CS Service or part thereof based on a Claim covered by Contentsquare's indemnification obligations under Section 9.1 (By Contentsquare) above, then Contentsquare will, at its sole expense and option, either: (a) obtain for Customer the right to use the affected part of the CS Service; (b) modify the allegedly infringing part of the CS Service so as to avoid the Claim without substantially diminishing or impairing its functionality; or (c) replace the allegedly infringing part of the CS Service with items of substantially similar functionality so as to avoid the Claim. If Contentsquare determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the relevant Order Form, and in such case, Contentsquare shall refund to Customer on a pro rata basis, based on the then current Term, those prepaid Fees which relate to the unexpired part of the Term for the infringing part of the CS Service. The remedies set out in this Section 9 (Third-Party Claims) are Customer's sole and exclusive remedies for any actual or alleged infringement by the CS Service of any third-party Intellectual Property Right.

## **10. LIMITATION OF LIABILITY**

**10.1. Exclusion of Damages.** To the full extent permitted by law, under no circumstances, and regardless of the nature of the claim, shall either Party (or their respective Affiliates) be liable to the other Party for loss of profits, loss of sales or business, loss of anticipated savings, loss of use or corruption of software, data or information, work stoppage or any consequential, incidental, indirect, special, cover, punitive, or exemplary damages arising out of or related to the Agreement, even if apprised of the likelihood of such losses.

**10.2. Limitation of Liability.** Except for: (a) the Parties' express obligations under Section 9 (Third-Party Claims); (b) damages resulting from death or bodily injury, or physical damage to tangible real or personal property, caused by either Party's gross negligence; (c) damages resulting from either Party's gross negligence or willful misconduct; and (d) Contentsquare's right to collect unpaid Fees due hereunder, to the extent permitted by law, the total, cumulative liability of each Party (and their respective Affiliates) arising out of or related to the Agreement will be limited to the amounts paid by Customer for the CS Service during the twelve (12) month period preceding the first event giving rise to liability. The foregoing limitation will apply whether an action is in contract, tort (including negligence), breach of statutory duty, or any other legal or equitable theory. Any amounts recovered by Customer against Contentsquare pursuant to statutory rights shall be aggregated with any other claims hereunder for purposes of the cap on damages set forth above.

**10.3. Further Exclusions.** Contentsquare shall have no liability for: (i) any damage resulting from any integration by Customer of Script(s) with Customer Site(s) and SDK(s) with Customer App(s); (ii) any damage caused by errors or omissions in any information, instructions or scripts provided to Contentsquare by Customer in connection with this Agreement; or (iii) any content published on a Customer Site(s) or Customer App(s) by, or on behalf of, Customer or any actions taken by Contentsquare at Customer's direction.

## 11. GENERAL

**11.1. Force Majeure.** Save for an obligation for Customer to pay the Fees under this Agreement, which may only be delayed, neither Party shall have any liability to the other if it is prevented from performing its obligations under the Agreement on account of a Force Majeure Event. The term "Force Majeure Event" shall mean any unavoidable cause, event or circumstances beyond a Party's reasonable control, including but not limited to acts of war or terrorism, civil or military disturbances, government actions or restrictions, nuclear or natural catastrophes, earthquakes, fires, or floods. If a Party is not able to perform any obligation or duty hereunder due to a Force Majeure Event, which could not with the exercise of diligent efforts have been avoided, the affected Party shall use its best efforts to mitigate the effects of any such failure or delay in performance. In the event that a Party is subject to a Force Majeure Event, the Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and details of the Force Majeure Event and which Order Forms are affected. If the period of delay or non-performance continues for sixty (60) calendar days, the Party not affected may terminate the relevant Order Forms by giving sixty (60) days' written notice to the affected Party, and Contentsquare shall refund to Customer on a pro rata basis, based on the then current Term, all prepaid Fees which relate to the unexpired part of the Term.

**11.2. Commercial Reference.** Customer hereby grants Contentsquare the right to use and display Customer's name, logo and/or any other identifying words or marks associated with Customer, in whole or in part, and in any media for the sole purposes of identifying Customer as a customer of Contentsquare. Customer may withdraw such right for any reason or no reason at all immediately upon written notice to Contentsquare.

**11.3. Transfer and Assignment.** Neither Party may transfer or assign any of its rights or obligations under the Agreement without the prior written consent of the other Party except that either Party may assign its rights and obligations under the Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business without the other Party's consent, provided that: (a) the Affiliate or purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

**11.4. Amendments and Waivers.** No modification of or amendment to the Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the Parties to the Agreement. No delay or failure to require performance of any provision of the Agreement shall constitute a waiver of that provision as to that or any other instance.

**11.5. Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

**11.6. Nature of Relationship.** The Parties are independent contractors and nothing in this MSA shall be construed as constituting a partnership, franchise, joint-venture, common undertaking, agency, fiduciary, employment or other association between the Parties. Except as set forth in the Agreement, nothing in the Agreement, expressed or implied, is intended to give rise to any third-party beneficiary rights.

**11.7. Subcontractors.** Contentsquare may use third-party services or products in the performance of an Order Form or Statement of Work. Where Contentsquare subcontracts any of its obligations concerning an Order Form or Statement of Work and shall remain responsible for the performance by such sub-contractors, and their compliance with all obligations under this Agreement.

**11.8. Additional Requirements.** The Parties agree that the Effective Date of this MSA shall be celebrated annually as "Celebration Day". Minimum requirements for celebrations are a cake and at least 2 balloons. Celebration Days may be skipped or deferred at the discretion of each Party.

**11.9. Insurance.** Contentsquare shall, during the Term, at its own cost and expense, maintain in full force and effect the following minimum limits of insurance coverage:

- (a) Worker's Compensation Insurance in accordance with the statutory requirements of the state(s) in which the CS Services are to be performed;
- (b) Employer's Liability Insurance with a minimum limit of \$1,000,000;
- (c) Commercial General Liability Insurance, including contractual liability covering Contentsquare's obligations to indemnify Customer under this Agreement and Personal and Advertising Injury liability, with a minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence;
- (d) Professional Liability/Errors and Omissions Insurance with a minimum limit \$2,000,000 per occurrence and \$5,000,000 in the aggregate per annum; and
- (e) Cyber/privacy liability insurance with a minimum of \$2,000,000 per occurrence with a minimum limit of \$10,000,000 in the aggregate per annum, other than ransomware in cyber with a minimum limit of \$5,000,000 in the aggregate.

Contentsquare shall, during the Term, at its own cost and expense, maintain in full force and effect (i) an Employer's Liability Insurance ; (ii) a Commercial General Liability Insurance; (iii) a Professional Liability/Errors and Omissions Insurance; and (iv) a Cyber/privacy liability insurance.

Such insurance coverage shall be carried with responsible insurance companies rated A- or better by A.M. Best (or its foreign equivalent) and coverage shall respond in the state or country in which the Services are rendered.

**11.10. Notices.** Unless otherwise specifically indicated, all notices under this MSA, the DPA or an Order Form, must be in English, in writing, and addressed as follows: (i) in the case of Contentsquare to [legal@contentsquare.com](mailto:legal@contentsquare.com), and (ii) in the case of Customer to the email address detailed in the relevant Order Form, or such other address as either Party has notified the other, in accordance with this Section 11.11.

**11.11. Contentsquare Contracting Entity, Governing Law and Venue.** Unless otherwise stated in the Order Form, the Contentsquare Contracting Entity, the governing law in any dispute or lawsuit arising out of or in connection with this Agreement and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled, as set forth <https://contentsquare.com/legal/entity-schedule/>. This Agreement is governed by the applicable governing law as indicated above without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods.



**11.12. Anti-Corruption.** 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.

**11.13. Entire Agreement.** The Agreement, and any documents it is comprised of or referred to herein, constitutes the final, complete and exclusive expression of the agreement between the Parties regarding the CS Service provided under the Agreement. The Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the CS Service under the Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. The Agreement may be changed only by a written agreement signed by the Parties' authorized representatives. The provisions of this Agreement will prevail over the terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if Contentsquare accepts or does not otherwise reject such purchase order or other ordering document.