

EARLY ACCESS PROGRAM TERMS AND CONDITIONS

1. EARLY ACCESS PROGRAMS

Contentsquare may offer, but is not obligated to offer, certain Early Access Services (defined below) through written notice (e.g., email notification or in-product notification) or other communication to you. The terms governing the Early Access Services set forth in this Service Schedule for Early Access Program(s) (the "EAP Terms") are effective as of the date of first access to such Early Access Program(s) (the "EAP Effective Date") and by accessing such Early Access Services, you indicate that you have read, understood, and expressly agree to the EAP Terms contained in this Service Schedule. In the event of any inconsistency or conflict between the Terms and these EAP Terms, these EAP Terms shall control with respect to the Early Access Service. The EAP Terms only apply to the Early Access Service and not to any generally available CS Service.

2. DEFINITIONS

"Early Access Service" means: (a) access to certain CS Services and related features, technologies, or products that are in development, beta, or pre-general release versions; (b) participation in a specific early access program that includes access to certain features, technologies, products, or services that are not yet generally available to Contentsquare Customers or are only available to a limited set of Contentsquare Customers; and (c) access to any software, libraries, specifications, or other technical documentation related to an Early Access Service provided to you by Contentsquare under these Terms.

"Early Access Period" means the term indicated on the registration page or program communication for such Early Access Service or such period as communicated to you by Contentsquare (whether as a part of the Early Access Service offering communication or otherwise).

"Production Environment" means the System setting where software, hardware, data, processes, and programs are executed for their final and intended operations by end users of CS Services.

3. EARLY ACCESS SERVICE

a. **Right to Use.** Subject to the terms set forth herein, Contentsquare grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Early Access Service during the Early Access Period for the purposes described by Contentsquare. Upon notice to you, Contentsquare may modify the permitted use of or suspend your access to any Early Access Service at any time and for any reason.

b. **Access and Use Restrictions.** You will not and will not permit any third party to: (a) rent, sell, license, assign, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form any portion of the Early Access Service other than granted by mandatory applicable law; (b) provide, dispose or disclose any information or data contained in or related to the Early Access Service to any third party in any form for any reason whatsoever, without Contentsquare's prior written consent; (c) use the Early Access Service for your product development efforts, or otherwise exploit the Early Access Service for any other commercial purpose; (d) use the Early Access Service in any manner that violates the rights of any third party, purports to subject Contentsquare to any other obligations, or violates applicable laws and regulations; or (e) use or permit the Early Access Service to be used in any manner that is likely to damage, disable, overburden, or impair the Early Access Service or its related systems and networks.

c. **Production Environment.** If you are notified by Contentsquare in writing that it is permitted to use the Early Access Service in a Production Environment, then you, at your sole discretion, may use the Early Access Service in a Production Environment, solely for your internal business purpose and as part of your participation in a specific early access program, provided that you agree to cease such use immediately upon notice from Contentsquare.

d. API. Contentsquare may grant you access to certain Contentsquare API(s) for the purpose of using the Early Access Service and in accordance with the applicable API licensing terms provided by Contentsquare to you. You agree to limit use of the Contentsquare API(s) granted under these Terms to the Early Access Service. You further agree that Contentsquare cannot ensure the Contentsquare API(s) have backwards compatibility for the Early Access Service. You acknowledge that it may not be notified of deprecation, removal, or functional modification of an existing Contentsquare API method or function before this change occurs.

4. OWNERSHIP AND FEEDBACK

a. Ownership. Contentsquare, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights and other intellectual property or other rights in and to the Early Access Service, including any improvements, design contributions or derivative works thereto, and any knowledge or processes related thereto and provided hereunder. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO CONTENTSQUARE.

b. Feedback. You agree to provide ongoing recommendations, suggestions, ideas, derivations, enhancement requests or other feedback concerning the operational and functional capabilities of the Early Access Service ("EAP Feedback"). You hereby assign to Contentsquare all right, title, and interest in and to any EAP Feedback. You agree that Contentsquare is free to make unrestricted use, copy, modify, sell, distribute, sub-license, and create derivative works of the EAP Feedback without any necessity of payment or attribution to you. EAP Feedback will not be deemed your Confidential Information.

5. THIRD PARTY SERVICES. You may choose to obtain products or services and related materials that are provided, licensed, or supported by third parties (including open source software licenses) ("Third-Party Services") for use with the Early Access Service. Certain Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and you, and Contentsquare assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. Specific license terms, notices, attributions, and other information about any open source or third party software included in the Early Access Service are available in: (a) the licensing file distributed with the Early Access Service; (b) the header files; or (c) the release notes. Third-Party Services are provided "AS IS" for your convenience only and Contentsquare makes no representation or warranty regarding the Third-Party Services and any modifications, improvements, enhancements, additions, or derivations thereto made or provided by Contentsquare, whatsoever.

6. YOUR RESPONSIBILITIES; DISCLAIMER OF CERTAIN OBLIGATIONS

a. Your Responsibilities. You are solely responsible for: (a) your and your users' activities that occur in relation to the Early Access Service; (b) ensuring that you and your users comply with these EAP Terms; and (c) all data and content you use within the Early Access Service. An Early Access Service may, at any time and without prior notice, be updated, suspended, unavailable, or negatively affected by scheduled maintenance. You acknowledge that you may be required to update your version of the Early Access Service in order to continue using the Early Access Service.

b. Disclaimer of Certain Obligations. Contentsquare has no obligation under these EAP Terms or otherwise to: (a) correct any bugs, defects, or errors in the Early Access Service or otherwise to provide any support, maintenance services, service levels, or uptime guarantees for the Early Access Service; (b) store, hold, export, return, or destroy any data or content after the Early Access Period; and (c) create, distribute, or otherwise offer a generally available version of the Early Access Service ("GA Service"). Contentsquare has no obligation to offer a GA Service to you or, unless otherwise agreed in writing, to offer any discounted pricing schedules or special terms in relation to such GA Service. A GA Service may perform in a manner significantly different from the Early Access Service. Accordingly, you acknowledge that any research or development performed, or business plans made, by you regarding or in reliance upon the Early Access Service is done entirely at your own risk.

c. You warrant that you comply with its obligations under applicable laws and regulations, including but not limited to, laws governing privacy and data protection. You should update your cookies & data privacy policies

to reflect the information processed via the Contentsquare products, and if applicable, including accessibility information related to your properties visitors. You shall include on your properties: (i) a privacy policy that includes a link to the Contentsquare privacy policy and, when legally required, (ii) an appropriate notice and choice mechanisms that comply with relevant laws and regulations and, where applicable, with the specific requirements of the competent local supervisory authorities. When applicable laws and regulations require obtaining its properties visitors' consent, you undertake to: (i) clearly inform visitors (a) that they can give or withhold consent to the implementation and the activation of the Contentsquare cookies or other tracking technologies, and (b) of the purposes of these trackers. You must also provide Contentsquare with proof of such information and/or consent upon request so that Contentsquare may rely on it at any time.

7. **MARKETING.** Throughout and upon termination of the Early Access Service, you will provide material, statistics, quotes, or information related to your use of the Early Access Service for Contentsquare's use in certain marketing activities and you agree that such information will not be deemed your Confidential Information. You will not communicate to a third party, advertise, or publicly announce any information regarding the Early Access Service or your use thereof without Contentsquare's prior written permission.

8. TERM AND TERMINATION

a. **Term of Early Access Service.** These EAP Terms commence on the EAP Effective Date and will continue for the Early Access Period, unless earlier terminated as provided by this Section 8 or until the initial commercial release by Contentsquare of an applicable GA Service. Your access to and use of an Early Access Service is strictly limited to the Early Access Period. For continued access to and use of the GA Service, you will need to: (a) purchase a subscription plan subject to separate terms and conditions; and (b) enter into an order form specifying the purchase of such applicable GA Service.

b. **Termination.** Either party may terminate these EAP Terms with or without cause upon ten (10) days' prior written notice to the other party. Your license to use the Early Access Service terminates automatically on your breach of the license conditions or restrictions stated in these EAP Terms. Upon termination of the Early Access Service, you shall immediately discontinue using the Early Access Service and shall uninstall or destroy all copies of the Early Access Service in your possession or control. Notwithstanding the foregoing sentence, if the Early Access Service has been provided in tangible form, you shall ship the Early Access Service for return to Contentsquare within three (3) business days of termination of these EAP Terms. Further, upon Contentsquare's request, you will certify in writing that you are no longer in possession of the Early Access Service or any copies of the Early Access Service. For the avoidance of doubt, termination of these EAP Terms will not terminate any other agreement between the parties. The rights and obligations of the parties set forth in Sections 2, 4 and 8 through 11 of these EAP Terms shall survive termination of these EAP Terms for any reason.

9. CONFIDENTIAL INFORMATION

a. **Definition of Confidential Information; Exclusions.** Each party hereby acknowledges that it or its employees may, in the course of performing its responsibilities under these Terms, be exposed to or acquire information that is proprietary or confidential to the other party or its affiliated companies or their clients or to third parties to whom such party owes a duty of confidentiality. "Confidential Information" means any trade secrets or other information of either party, whether of a technical, business or other nature that is disclosed to the other party ("Receiving Party"), and that is marked "confidential," or, whether or not marked, that a reasonable person would understand to be confidential given the circumstances of the disclosure. Confidential Information does not include any information that: (a) was known to the Receiving Party before receiving it from the disclosing party; (b) is independently developed by the Receiving Party without use of or reference to any Confidential Information of the disclosing party; (c) is acquired by the Receiving Party from another source that did not receive it in confidence from the disclosing party; or (d) is or becomes part of the public domain through no fault or action of the disclosing party. Receiving Party agrees that, unless otherwise specifically provided herein or agreed by the disclosing party in writing, the Early Access Service and all performance data and test results, including without limitation, benchmark test results relating to the Early Access Service, is Confidential Information of Contentsquare.

b. Restrictions and Obligations. During and after the Early Access Period, the Receiving Party will: (i) use the Confidential Information of the disclosing party only for purposes that are within the scope of these Terms; (ii) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own confidential information of a similar nature.

10. THIRD PARTY CLAIMS. You will indemnify Contentsquare and its Affiliates and each of their respective employees, directors, agents, and representatives ("Indemnified Parties") from, and defend the Indemnified Parties against, any actual or threatened third-party claim, or legal action or administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) any alleged infringement of any third-party intellectual property rights by your data, content or Third-Party Services you obtain and use as part of your use of the Early Access Service; or (b) any breach by you of your obligations under this Section 10. Contentsquare will give you prompt written notice of a Claim and provide reasonable assistance with its defense. You will have sole authority to defend or settle a Claim at your expense, provided any such settlement does not impose ongoing obligations on the Indemnified Parties.

11. DISCLAIMER OF WARRANTIES. IT IS UNDERSTOOD THAT THE EARLY ACCESS SERVICE AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. THE EARLY ACCESS SERVICE IS STILL IN TESTING PHASE AND IS PROVIDED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING BY NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CONTENTSQUARE DOES NOT WARRANT THAT THE EARLY ACCESS SERVICE WILL FUNCTION WITHOUT INTERRUPTION, IS FREE OF MALICIOUS CODE OR THAT IT IS ERROR-FREE. YOU ARE ADVISED TO SAFEGUARD YOUR DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE EARLY ACCESS SERVICE AND/OR ACCOMPANYING MATERIALS. ANY DATA THAT YOU ENTER INTO THE EARLY ACCESS SERVICE, AND ANY CONFIGURATIONS MADE BY OR FOR YOU, DURING THE EARLY ACCESS PERIOD WILL BE PERMANENTLY LOST.

12. LIMITATION OF LIABILITY. IT IS UNDERSTOOD THAT THE EARLY ACCESS SERVICE IS PROVIDED WITHOUT CHARGE FOR LIMITED EVALUATION PURPOSES. ACCORDINGLY, THE TOTAL LIABILITY OF CONTENTSQUARE ARISING OUT OF OR RELATED TO THESE EAP TERMS SHALL NOT EXCEED ONE HUNDRED (\$100) DOLLARS. CONTENTSQUARE'S SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES OR OTHERWISE. IN NO EVENT SHALL CONTENTSQUARE OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR INFORMATION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF Contentsquare OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND Contentsquare WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

13. NOTICES. Any legal notices required under these Terms must be in writing and delivered by hand or by courier, by email (in the case of Contentsquare, a copy to legal@contentsquare.com) or sent by mail (return receipt requested).

14. GENERAL. You may not assign your rights or obligations under these Terms without Contentsquare's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. Contentsquare may freely assign its rights, duties, and obligations under these Terms. Contentsquare may provide translations of these Terms or other terms or documentation. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control. The waiver by either party of any breach of any provision of these Terms does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand

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strict compliance in the future, nor will the same be construed as a novation of these Terms. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate. These Terms shall be governed by and interpreted in accordance with the local laws of France, without reference to its choice of law rules to the contrary. The parties submit to the exclusive jurisdiction of, and venue in, the Courts of Paris. These Terms are the final, complete, and exclusive expression of the agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. These Terms may not be amended except in a writing duly signed by authorized agents of the parties.