



## CONTENT SQUARE MASTER SERVICE AGREEMENT

Each Order Form signed by **Customer** and **Content Square Inc.**, a Delaware Corporation, together with its parent company Content Square SAS, a French Corporation, both with an address for the purposes of this agreement at 60 Broad Street, Suite 3502, New York, 10004-2305, USA ("**Content Square**"), is subject to this Master Service Agreement (hereafter the "**Terms and conditions**").

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN CONTENT SQUARE AND CUSTOMER. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM. BY SIGNING AN ORDER FORM, OR ACCESSING OR USING ANY PRODUCT OR ADDITIONAL SERVICE, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THESE TERMS AND CONDITIONS AND THE ORDER FORM(S), AND HAS READ AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ORDER FORM IN THEIR ENTIRETY. CUSTOMER ACKNOWLEDGES THAT THE SPECIFIC TERMS AND CONDITIONS OF THE ORDER FORM(S) ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT AS IF SET FORTH FULLY HEREIN.

### 1. DEFINITIONS AND RULES OF INTERPRETATION

« **Account** » shall mean an account with Content Square to use the CS Solution.

« **Additional Services** » means those professional services provided in accordance with Section 4, as more particularly described in the Order Form. Such Additional Services may include : (i) training services, (ii) assistance with the implementation of the Script, (iii) set-up of the CS Solution, (iv) provision of comprehensive audit analysis reports of data collected by the CS Solution...

« **Affiliate** » means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

« **Agreement** » means these Terms and conditions contained herein, together with a completed and signed Order Form.

« **Confidential Information** » means all information provided by a party (the "**Disclosing Party**"), to the other party (the "**Receiving Party**"), whether orally or in writing, which information is designated as being confidential. Provided that for all intents and purposes, Confidential Information shall not be construed to include any information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval;

« **CS Solution** » means the products ordered by Customer under this Agreement, as described in the Order Form.

« **Customer** » means any entity that purchases the CS Solution, as more particularly detailed in the Order Form.

« **Customer Data** » means (i) the data inputted by Customer or an User for the purpose of using the CS Solution, and (ii) the data concerning the characteristics and activities of visitors to Customer Site/s that is collected through use of the CS Solution.

« **Customer Site/s** » means those website URL/s and mobile application/s (as applicable) owned and operated by Customer or a Customer Affiliate on which Customer elects, and Content Square agrees, to implement the Script and provide the CS Solution, as detailed in the Order Form.

« **Data Protection Laws** » means any U.S. federal, state and local laws, as well as foreign laws and government-issued rules, regulations, guidelines, directives and requirements currently in effect or later implemented, modified, or amended, as they become effective that relate in any way to the privacy, security and processing of personal data, including data protection laws and their regulation in any jurisdiction applicable to the parties.

« **Documentation** » means any and all guides, user manuals, and other documents provided by Content Square to Customer under this Agreement, including any updates as provided from time to time to Customer.

« **Effective Date** » means the start date defined in the Order Form.

« **Fees** » means all fees payable by Customer to Content Square as set out in the Order Form.

« **Initial Term** » means the fixed period set out in the Order Form, commencing on the Effective Date.

« **Intellectual Property Rights** » means all intellectual property rights in any part of the world, including patents, rights to inventions, utility models, copyright and related rights, trade and service marks, trade, business and domain names, rights in trade dress, rights to goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semiconductor and topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual 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 will subsist now or in the future.



« **Monthly Page View (MPV)** » means an occurrence on a Customer Site created by a visitor's interaction with such Customer Site which provides new information for Content Square to collect and process. The maximum number of Monthly Page Views on Customer Site/s is set out in the Order Form.

« **Order Form** » means the ordering document for the CS Solution (and Additional Services if and when applicable), which together with these Terms and conditions form this Agreement.

« **Renewal Term** » means the period described in Section 12.1 of these Terms and conditions.

« **Script** » means the unique Javascript generated by Content Square and provided to Customer which, when implemented on Customer Site/s, interacts with the CS Solution and enables the CS Solution to function.

« **Term** » means the Initial Term together with any subsequent Renewal Term(s).

« **Users** » means any and all employees, agents and independent contractors of Customer or a Customer Affiliate who are given access to the CS Solution in accordance with this Agreement, authorised to that purpose either by Customer or by a Customer Affiliate.

*Section and schedule headings are for informational and organizational purposes only and shall not affect the interpretation of this Agreement.*

*Unless otherwise provided in this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender. The word "including" or "includes" means "including, but not limited to" or "includes, without limitation".*

*If any term in these Terms and conditions conflicts with any terms or conditions in an Order Form then the Order Form shall prevail (to the extent of any inconsistency).*

## 2. SUBSCRIPTION AND ACCOUNT

- 2.1. Content Square shall, during the Term, supply the CS Solution as described in the Order Form, subject to the terms of this Agreement.
- 2.2. To access and use the CS Solution, Customer must set up an Account. When setting up the Account, Customer must provide current, complete and accurate information. Customer will at all times be responsible for maintaining the security of the Account and shall take all necessary steps to protect the Account password from disclosure. Customer is fully responsible for its own and third party use of the Account. Content Square will not be liable for any loss and/or damage resulting from Customer's failure to comply with this section. Customer agrees to notify Content Square immediately upon learning of any unauthorized use of the Account or any other breach of security.

## 3. CUSTOMER'S USE OF THE CS SOLUTION

- 3.1. Subject to this Agreement (including payment of the Fees by Customer), Content Square hereby grants Customer a limited, non-exclusive, non-transferable and non-assignable right and licence to (i) integrate the Script with the Customer Site/s, and (ii) access and use the CS Solution as a software as a service (SaaS) solution for enterprise, in each case, in accordance with the Terms and conditions of this Agreement, during the Term only.
- 3.2. Customer hereby agrees that Customer will not, nor will Customer allow any third party to: (i) copy, modify, adapt, translate or otherwise create derivative works of the CS Solution; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Script or the CS Solution; (iii) rent, lease, sell, assign, sublicense or otherwise transfer rights in the CS Solution; (iv) remove any proprietary notices or labels on the CS Solution or placed by the CS Solution; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the CS Solution; or (vi) use the CS Solution for illegal purposes.
- 3.3. Customer will use the CS Solution solely for Customer's internal business operations, in accordance with the Terms and conditions of this Agreement and the Documentation. Customer will not (i) make the Script or the CS Solution available for timesharing, application service provider or service bureau use; (ii) use the Script or the CS Solution outside of the scope of the license granted hereunder; or (iii) use the Script or the CS Solution after the expiration or termination of this Agreement or any Order Form. Customer acknowledges and understands that continued use of the CS Solution after the expiration or termination of this Agreement shall cause irreparable harm to Content Square, and accordingly, Content Square may take any and all actions necessary and appropriate to protect its rights. Content Square may, at its sole discretion and without liability and without being subject to damages, or prejudice to its other rights under this Agreement, disable Customer's and/or any Users' access to the Script or the CS Solution for any breach or suspected breach of this Section 3.
- 3.4. Customer will comply with all applicable laws and regulations in your use of and access to the Services.



- 3.5. Customer acknowledges that the CS Solution may interact with, and/or purchase products, technology and/or services from certain third parties (each a “Third-Party Product”). When Customer accesses any Third-Party Product, it does so at its own risk. Any use of a Third-Party Products is subject solely to the terms and conditions governing such Third-Party Products (and Customer shall materially comply with such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Product, is between Customer and the relevant third party, and not to Content Square. Content Square makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product or any contract entered into and any transactions completed by Customer with any such third party. Customer acknowledges that use of the Third-Party Products may involve the exchange of Customer Data between the CS Solution. Customer acknowledges and agrees that, if Customer or an User installs or enables a Third-Party Product, Customer grants Content Square permission to allow the provider of such Third-Party Product to access Customer Data solely to the extent required for the interoperation of the Third-Party Product with the CS Solution or as Customer may otherwise authorize or direct. Without limiting the generality of the foregoing, if Customer subscribes in an Order Form to any Third-Party Product, Customer is expressly agreeing to be bound by the terms and conditions applicable to such product and/or services.

#### **4. ADDITIONAL SERVICES**

- 4.1. If Customer wishes to purchase any Additional Services, the parties may agree to mutually execute one or more separate Order Form containing the relevant specific terms and conditions. Unless otherwise identified in an Order Form, all Additional Services must be used within the Term. Any portion of the Additional Services not used within such period will be automatically forfeited, with no further action required of either party, and Customer will not be entitled to any refund or credit for any prepaid but unused Fees.
- 4.2. Content Square shall provide the Additional Services with reasonable skill and care and in accordance with generally recognized commercial practices and standards. This warranty is exclusive and in lieu of all other warranties and conditions, whether express or implied. No implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). Content Square shall re-perform Additional Services to remedy any breach of warranty.
- 4.3. Content Square shall deliver all Additional Services remotely from Content Square’s offices unless otherwise mutually agreed between the parties. If any Content Square resource is required to travel to Customer’s premises or any other third party premises to deliver the Additional Services to Customer, Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Content Square in connection with the Additional Services. Such expenses will be charged to the Customer at cost and included on the relevant invoice for these Additional Services.
- 4.4. Content Square may, in its reasonable discretion, use Content Square Affiliates or subcontractors inside or outside the United States to perform any of its obligations hereunder. Content Square will remain responsible for the performance of Additional Services by such Affiliates or subcontractors, and their compliance with this Agreement.

#### **5. PROPRIETARY RIGHTS**

- 5.1. Customer acknowledges and agrees that the Script and the CS Solution and all Intellectual Property Rights in the Script and the CS Solution are, and shall remain, the sole property of Content Square and/or its licensors. Except as expressly stated in this Agreement, this Agreement does not grant Customer any Intellectual Property Rights or any other rights or licenses in respect of the Script or the CS Solution. Content Square expressly reserves all right, title and interest in and to any Intellectual Property Rights not specifically granted to Customer herein.
- 5.2. Content Square acknowledges and agrees that Customer (or Customer Affiliate(s) as applicable) remains at any time the sole owner of (or where applicable, must ensure it has a valid license to) the Customer Data and the Customer Site/s. Customer hereby grants Content Square and its Affiliates a non-exclusive, worldwide royalty-free license to use the Customer Data solely to the extent necessary to perform its obligations or enforce its rights under this Agreement. Customer also grants Content Square and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to compile, use anonymous, aggregated statistics derived from Customer Data, for statistical purposes or in order to develop, modify, improve or support the services provided by Content Square, provided that no such information will directly identify and cannot reasonably be used to identify Customer or Customer’s Users.

#### **6. CONFIDENTIALITY**

- 6.1. The Receiving Party will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) 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 6 (Confidentiality). The Receiving Party will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.



## CONTENTSQUARE

- 6.2. The Receiving Party may disclose Confidential Information: (A) as approved in a writing signed by the Disclosing Party; (B) as necessary to comply with any law or valid order of a court or other governmental body; or (C) as necessary to establish the rights of either party, but only if, in the case of section 6.2(B) and section 6.2 (C), the Receiving Party (1) promptly notifies the Disclosing Party the particulars of the required disclosure; and (2) gives the Disclosing Party all assistance reasonably required by the Disclosing Party to enable the Disclosing Party to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.
- 6.3. The Receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the Recipient under this section 6 (Confidentiality).

### 7. PERSONAL DATA AND CUSTOMER DATA

- 7.1. Customer shall use of the CS Solution in accordance with all applicable laws, including any privacy or Data Protection Laws. Customer acknowledges and agrees that it is Customer's responsibility to ensure that Customer's use of the CS Solution complies with all Data Protection Laws applicable to Customer (including, in particular, in respect of the placing and use of cookies upon which the CS Solution rely and the capturing of any consent to cookies required to be obtained from the relevant end user) and that Customer's privacy policy(ies) permit all activities contemplated under this Agreement. Customer shall not commit any act or omit to act in a way which places or is likely to place Content Square in breach of any Data Protection Laws or any other applicable laws or regulations.
- 7.2. Standard functionalities of the CS Solution allows Customer to exclude personal data from the data collection. It is Customer's sole responsibility to identify all zones of Customer Site/s that contain or display (or may contain or display) personal data, to ensure that no personal data is transmitted, provided or otherwise made available in any way to Content Square, during the term of this Agreement.
- 7.3. Content Square has implemented reasonable information security practices regarding the protection of Customer Data, including administrative, technical and physical security measures. Content Square reserves the right to, and may update or modify such measures from time to time provided that such updates or modifications do not result in any material degradation to the security of Customer Data.
- 7.4. Customer acknowledges and agrees that Customer Data may be transferred outside of the country or other jurisdiction in which Customer is located. In addition, Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Customer Data.
- 7.5. When and as applicable, if Content Square engages in the processing of any Personal Data within the meaning of, and as governed by, the General Data Protection Regulation, on Customer's behalf, in the provision of the CS Solution, the parties agree to execute a data processing addendum terms (DPA) and to comply with such terms, which will be hereby incorporated by reference.

### 8. WARRANTY

- 8.1. Content Square warrants that the CS Solution, as delivered to Customer, will substantially conform to the applicable Documentation during the Term. Any warranty claim under this section 8.1 must be made in writing within thirty (30) days after performance of the nonconforming service. Content Square's sole obligation and Customer's exclusive remedy in respect thereof is to re-perform the nonconforming service or, at Content Square's sole discretion, to terminate this Agreement in respect of the nonconforming service and refund to Customer the prepaid but unused Fee as at the date of termination.
- 8.2. To the fullest extent permitted by law, except as expressly set out above, Content Square makes no, and hereby disclaims any and all other, representations and warranties with respect to the CS Solution, express or implied, oral or written, including, without limitation, any warranties of merchantability and fitness for a particular purpose.
- 8.3. Access to the CS Solution may be subject to limitations, delays, and other problems inherent to the use of the Internet and electronic communications. Content Square shall not be responsible for any delays, delivery failures, or other damage resulting from such problems. Customer acknowledges and agrees that it has full knowledge of the characteristics and constraints of the Internet and in particular that information and data transmission, and anti-intrusion systems, have a limited reliability and technical safety level.

### 9. INDEMNIFICATION

- 9.1. Content Square shall, subject to the remainder of this Section 9, defend or at its option settle, any claim or suit against Customer on the basis of infringement of any third party's Intellectual Property Rights by the CS Solution (hereafter « Claim »); and (ii) hold Customer harmless against any damages, costs, and reasonable attorneys' fees, if any, finally awarded against Customer in connection with such Claim, provided that: (a) Content Square is given prompt notice of any such claim; (b) Customer provides reasonable co-operation to Content Square in the defense and settlement of such Claim; (c) Content Square is given sole authority to



## CONTENTSQUARE

defend or settle the Claim; and (d) except with Content Square's prior written permission, Customer makes no admission and takes no action which would compromise Content Square's defense or settlement of the Claim.

- 9.2. In the defense or settlement of any Claim, Content Square shall, at its sole discretion and expense : (i) procure for Customer the right to continue to use the CS Solution in accordance with the terms of this Agreement, (ii) modify or replace the CS Solution, provided that any such modification and/or replacement shall not materially adversely affect or reduce the functionalities offered by the CS Solution, so as to avoid the infringement; or (iii) if Content Square reasonably determines that none of the actions detailed in the above sub-sections (i) and (ii) of this Section 9.2 are commercially feasible, Content Square may early-terminate this Agreement, in which case Content Square shall repay to Customer any prepaid but unused Fees as at the date of termination.
- 9.3. Notwithstanding the foregoing, Content Square will not be liable for any infringement, where such infringement arises as a result of (i) any combination of services, software or other materials with the CS Solution and/or the Script, to the extent the infringement relates to such combination, (ii) Customer's use of the CS Solution in a manner not permitted by this Agreement or the Documentation; or (iii) modification of the CS Solution or the Script by anyone other than Content Square or Content Square's sub-contractors.
- 9.4. This section 9 states the entire liability of Content Square and the exclusive remedy of Customer with respect to any infringement or alleged infringement of any third party's Intellectual Property Rights by the CS Solution any part thereof.

### 10. LIMITATION OF LIABILITY

- 10.1. This section 10 sets out the entire financial liability of either party (including any liability for the acts or omissions of either party's employees, agents or sub-contractors) to the other, including in respect of: (a) any breach of any obligation (whether implied or express) arising out of or in connection with this Agreement; (b) any use of the CS Solution and the Script by the Customer or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with this Agreement.
- 10.2. Subject to section 10.4, neither party shall under any circumstances whatsoever be liable to the other for any loss of profit, loss of contracts, loss of business opportunities, loss of revenue, loss of operation time, loss of operational effectiveness, loss of anticipated savings or loss of use of any equipment or process or for any incidental, special, consequential or indirect loss or damage howsoever arising under this Agreement.
- 10.3. Subject to section 10.4, each party's total aggregate liability arising under or in connection with this Agreement or the performance or contemplated performance of this Agreement shall be limited to 10% of the Fees actually paid by Customer for the CS Solution under the applicable Order Form during the 12 months immediately preceding the date on which the claim arose.
- 10.4. Nothing in this Agreement excludes the liability of either party for: (a) fraud, gross negligence or willful misconduct; or (b) any other liability which may not be limited or excluded by applicable law.
- 10.5. Content Square shall have no liability for: (i) integration of the Script with Customer Site/s; (ii) any damage caused by errors or omissions in any information, instructions or scripts provided to Content Square by Customer in connection with this Agreement ; or (iii) any content published on a Customer Site/s by, or on behalf of, Customer or any actions taken by Content Square at Customer's direction.

### 11. CHARGES AND PAYMENT

- 11.1. Customer shall pay the Fees set out in the Order Form. All Fees shall be invoiced by Content Square SAS in accordance with the provisions of the Order Form. Unless otherwise stated in the Order Form, payment is due by Customer within thirty (30) days from the invoice date.
- 11.2. Without prejudice to any other rights Content Square may have, if Customer fails to make payment in accordance with this Agreement within ten (10) days of receipt of a written reminder requesting it to comply with its obligations hereunder, then Content Square may (i) charge interest at a monthly rate equal to the lesser of 1,5% per month or the maximum rate permitted by applicable law on any overdue fees, plus a fixed allowance of forty (40) euros, from the due date until the date the overdue amount (plus applicable interest) is paid in full, and/or (ii) suspend access to all or part of the CS Solution until such time as Customer's obligations have been fully complied with.
- 11.3. The Fees for the Initial Term shall be the prices set out in the Order Form. After the Initial Term, the Parties agree that all prices set out in the Order Form may be revised annually every 1st of January, in accordance with the following formula:  $P_n = P_0 * (S_n / S_0)$ , in which:  
 $P_n$  = revised price,  
 $P_0$  = price before revision,



Sn = last CPI known as of 1st January of year of revision,

S0 = last CPI known on 1st January of the year of the last revision or, if no previous revision, last CPI known as of 1st January of the first year of Agreement.

- 11.4. All Fees stated or referred to in this Agreement: (a) shall (unless otherwise detailed in the Order Form) be payable in US dollars; (b) are exclusive of any applicable taxes or charges (including any sales or other transaction-based tax, or value added or non-resident withholding tax); and (c) are non-cancelable and all payments are non-refundable.
- 11.5. Customer is responsible for providing complete and accurate billing and contact information to Content Square and notifying Content Square of any changes to such information.

## 12. TERM AND TERMINATION

- 12.1. This Agreement shall commence on the Effective Date and shall continue for the Initial Term. After the Initial Term, this Agreement shall automatically renew for equal periods of time (each a "Renewal Term"), unless either party gives written notice to the other to terminate this Agreement not less than ninety (90) days before the end of the Initial Term or any Renewal Term (as the case may be), in which case this Agreement shall terminate at the end of the Initial Term or Renewal Term (as applicable).
- 12.2. Without prejudice to any other rights or remedies which the parties may have under this Agreement, either party may terminate this Agreement without liability to the other on giving written notice to the other if the other party is in material breach of this Agreement and the breaching party fails to remedy that breach within thirty (30) days after receiving written notice of such breach.
- 12.3. Either Party may terminate this Agreement, in whole or in part, immediately upon written notice (i) if required by law, and (ii) if the other party is in breach of any confidentiality provisions of this Agreement.
- 12.4. Upon termination of this Agreement, (i) all rights granted to Customer under this Agreement shall immediately terminate, (ii) Customer shall delete all copies of the Script from Customer Site/s and certify thereto in writing to Content Square within three (3) business days of such termination, and (iii) all Customer Data stored in the CS Solution shall be made available to Customer in the same format in which Customer Data is then available for thirty (30) days after the date of termination or expiration of the Agreement, after which Customer Data shall be permanently deleted.
- 12.5. All obligations under this Agreement which are expressed, or by their nature are intended, to survive beyond the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

## 13. GENERAL

**Force Majeure.** Save for an obligation for Customer to pay the Fees under this Agreement, each party shall not have any liability to the other if it is prevented from performing the Agreement on account of any unavoidable circumstances beyond its control (a "Force Majeure Event"). The affected party will immediately notify the other party of a Force Majeure Event and take such steps as is reasonably practicable to overcome the same. During a period of Force Majeure, the obligations of the affected party shall be suspended to the extent that they cannot be performed.

**Commercial reference.** Customer hereby grants Content Square with 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 Content Square.

**Entire Agreement.** This Agreement, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter (including any Customer purchase orders). Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in this Agreement. Each party represents and warrants that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings (or the failure or omission of the other party to make statements, assurances, representations or undertakings) other than what is expressly set forth in this Agreement.

**Transfer – Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement as a whole without such consent to (i) its Affiliates or (ii) a surviving person under a merger or acquisition or the assets of the business to which this Agreement relates, upon written notice to the other party.

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



**Severability.** If any provision of the Agreement or the application thereof to any Party or circumstance shall to any extent be declared invalid, illegal or unenforceable in any jurisdiction, that provision shall be severed from the Agreement as to such jurisdiction (but, to the extent permitted by law, not elsewhere), and shall not affect the remaining provisions hereof. The Parties agree to substitute for such provision a valid provision that most closely approximates the intent and economic effect of such severed provision.

**Nature of Relationship.** The Parties are independent contractors and nothing in the Agreement shall be construed as constituting a joint-venture, common undertaking or other association between the Parties. Neither Party shall be deemed to be an employee, agent, partner nor legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. The Parties shall take all necessary precautions to ensure that third parties cannot consider the other Party to be their representative or agent.

**No Third Party Beneficiary.** A person who is not a party to this Agreement shall not have any rights under or in connection with it. No third party beneficiaries are created by this Agreement.

**Notices.** All notices must be in English, in writing, addressed (a) in the case of Content Square to [legal@contentsquare.com](mailto:legal@contentsquare.com) and (b) in the case of Customer to the postal address or email address detailed in the Order Form, or such other address as either party has notified the other., in accordance with this Section.

**Governing Law – Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).