

Effective Date: the date of Comscore's approval of Partner's acceptance of this Agreement

This Data Sharing Agreement (the "Agreement") is entered in by and between comScore, Inc., a Delaware corporation, having a principal place of business at 11950 Democracy Drive, Suite 600, Reston, Virginia 20190, USA ("Comscore"), and you, on behalf of the legal entity that wishes to share data with Comscore (the "Partner"). BY TICKING THE ACCEPTANCE BOX, PARTNER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Terms and Conditions

1. **Definitions.** In this Agreement:

- "Data" shall be defined as all data resulting from the Implementation, including data collected from desktops, gaming consoles, mobile devices, smart TVs or tablets, and any Third Party Data received by Comscore.
- "Implementation" shall be defined as Partner's implementation (including configuration) of either the Comscore tag(s) or any alternative method(s) through which Partner agrees to provide data to Comscore.
- "Third Party Data" shall be defined as any data from Partner's content on a Third Party Platform.
- "Third Party Platform" shall be defined as any third party that measures Third Party Data and provides such data to Comscore. Partner's request to Comscore to report on Third Party Data shall constitute Partner's consent to the Third Party Platform providing Third Party Data to Comscore.
- "Use" shall mean copy, host, cache, route, transmit, store, reformat, excerpt, analyze, reproduce, incorporate, integrate, modify, distribute, create derivative works thereof and otherwise exploit.

2. **Comscore Service.** Comscore shall, subject to availability, grant Partner access to limited reports based on the Data (the "Service"). Partner may publicly release limited excerpts from such reports, subject to the usage guidelines as set forth at <https://www.comscore.com/Insights/Data-Usage-Policy>.

3. **Implementation.** The Implementation is Partner's sole responsibility and must be performed in accordance with Comscore's Implementation instructions. If the Implementation is not properly performed, the Service may be incomplete, show incorrect data, or be unavailable.

4. **License to Data.** Partner hereby grants to Comscore a fully paid-up, perpetual, worldwide, transferable, irrevocable, sublicensable (to Comscore partners, including applicable market currency initiatives or joint industry committees (JIC) in which Comscore participates) license to collect and Use the Data, including for models, for research and in its products and services, including for market and advertising research, analytics, transacting and planning purposes. Partner represents and warrants that it has sufficient rights to grant the above license and that it has obtained all necessary rights and consents from any third parties to provide the Data.

5. **Confidentiality.** Each Party agrees to take commercially reasonable precautions to protect from disclosure the Confidential Information that it receives from the other party. "Confidential Information" shall mean information that is disclosed in such a manner that would reasonably suggest that the information is of a confidential nature, including unpublished information regarding

Comscore's methodology, but does not include any information that: (i) is, or later rightfully becomes, available to the public; (ii) was in the recipient's rightful possession prior to receipt of the information from the discloser; (iii) is later disclosed to the recipient by a third party who has no obligation of confidentiality; or (iv) is independently developed by the recipient without the use or benefit of the Confidential Information. A Party may disclose Confidential Information to the limited extent required by applicable law, regulation or court order, including disclosures or filings with regulatory agencies, such as the United States Securities and Exchange Commission, or required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ).

6. **No Export.** Neither Party shall export, directly or indirectly, any Confidential Information acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

7. **Privacy.** Each party agrees to comply with any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to the respective party, relating to data security, data protection and/or privacy. This includes, if applicable, the laws relating to the collection and processing of personal data ("Personal Data") in the meaning of 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 ("GDPR"). The Implementation provides Personal Data to Comscore, and Partner warrants and represents that it is entitled to provide such Personal Data to Comscore. Comscore processes Personal Data as described in the privacy policy published on <https://www.scorecardresearch.com/privacy.aspx>. In relation to any Personal Data to which the GDPR applies, the following applies:

- i. Both parties hereby incorporate by reference the terms and conditions of the Data Protection Addendum set out at <https://www.comscore.com/layout/set/popup/Request/Agreements/Data-Protection-Addendum>, as if fully set forth herein;
- ii. Both parties shall be considered controller (as defined in GDPR) of the Personal Data; and
- iii. Partner is hereby notified that Comscore processes the Personal Data in the United States of America.

8. **Security.** Both parties shall, as a minimum, adhere to the information security requirements set out at <https://www.comscore.com/security-requirements>.

9. **Fees.** Neither Party shall be entitled to any fees from the other Party under this Agreement.

10. **Term and Termination.** This Agreement shall enter into effect on the Effective Date and shall remain effective until terminated. Either Party may terminate this Agreement at any time and for any reason with immediate effect. Upon termination of this Agreement, Partner shall make all commercially reasonable effort to ensure that the Implementation is removed by the termination date of this Agreement. For the avoidance of doubt, Comscore may continue to use the Data after the termination date: (a) in products or services (or any derivatives thereof) developed by Comscore prior to the termination date, and (b) to the extent such Data has been (i) integrated or otherwise combined by Comscore with Comscore data, or (ii) incorporated into any Comscore models, research, products or services.

11. **Representations and Warranties.**

a. Each Party warrants that (i) it has the full power and authority to enter into this Agreement and to perform the obligations contained in this Agreement; and (ii) that its entry into, and performance under this Agreement will not violate any law, statute or regulation or result in a breach of any agreement or understanding to which it is bound.

b. Comscore warrants that the Services shall be prepared using professional care and skill, and will endeavor to correct material defects reported by the Partner. Comscore further warrants that any reports in the Services: (i) are the property of or licensed to Comscore and are free from claims or encumbrances as to ownership and title; and (ii) will not infringe the intellectual property or privacy rights of any third party.

c. IN ALL OTHER ASPECTS, ANYTHING PROVIDED TO PARTNER IN CONNECTION WITH THIS AGREEMENT SHALL BE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF PARTNER'S INTENDED APPLICATION.

12. **Limitation of Liability.** Partner agrees that, regardless of the legal theory under which a claim may be made, its sole and exclusive remedy against Comscore, its affiliates and licensors will be limited to replacement of the portion of the code or report containing a material defect. UNDER NO CIRCUMSTANCE WILL EITHER PARTY, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS ADVANTAGE OR RELATED HARMS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PARTNER EXPRESSLY AGREES THAT THIS LIMITED REMEDY IS REASONABLE AND APPLICABLE TO IT EVEN IF THE SERVICES OR CONTEMPLATED BENEFITS FAIL IN THEIR ESSENTIAL PURPOSE TO PARTNER.

13. **Indemnification.** Partner agrees, at its own expense, to indemnify, hold harmless and at Comscore's option, defend Comscore (including its affiliates, licensors, officers, directors, employees, agents, and representatives) from and against any third party claims relating to losses, claims, damages, liabilities, judgments, settlements or costs and expenses, (including reasonable attorneys' fees) associated with, or resulting from, Partner's material

breach of this Agreement (including representations and warranties).

14. **Force Majeure.** Each Party will be excused from performing any obligations contained in this Agreement while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that Party.

15. **Survival.** The License to Data, Confidentiality, Representations and Warranties, Limitation of Liability and Indemnification sections above shall survive the termination of this Agreement.

16. **Modifications.** Comscore may amend this Agreement and the contents of any websites referred to herein or on which the Agreement is made available for acceptance to prospective partners (collectively referred to by the term "Website"). Comscore shall post such amendments on the Website, and Partner agrees to either (i) provide contact information including a valid e-mail address as requested at each such Website in order to be notified of any changes that may be made; or (ii) manually check the Website regularly for any changes that may have occurred.

17. **Independent Contractor.** The parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever.

18. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written permission of the other. Notwithstanding the foregoing, no prior permission is required in the event that a Party participates in a merger or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock, when such assignment provides each Party with substantially the same services and commercial benefits as provided by the original parties under this Agreement, and is not made in whole or in part to a direct competitor of the non-assigning Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

19. **Notices.** All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail.

20. **Implementation Manipulation.** Interfering with the proper intended operation of the Implementation is strictly prohibited. Comscore reserves the right to suspend Services and/or discard any traffic where it suspects any attempt to interfere with the intended operation of the Implementation, or to otherwise manipulate the intended purpose of this Agreement, in any way. This determination is made at Comscore's sole discretion. If such determination is made, then Comscore shall, upon reasonable notice, have the right to audit and otherwise examine the Partner's systems and records to determine adherence to the terms set forth herein, and Partner agrees to make available the relevant records, which it shall maintain in accordance with industry preferred data practices. Any code provided to Partner by comScore as part of the Implementation, shall remain the exclusive property of Comscore. Partner is granted a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use such code solely in connection with the proper use of the Implementation.

21. General.

a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

b. This Agreement will be governed by the laws of the geography in which Comscore is established, without regard to conflict of law principles thereof.

c. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in this Agreement, and supersedes all prior agreements, proposals, service orders, understandings, representations or other communications and may only be amended by mutual written agreement.

d. The section headings of this Agreement are for convenience only and will neither be considered a part of, nor affect the construction or interpretation of, any provision of this Agreement.