

EXHIBIT A: LIVERAMP TRANSCODING (IN AWS)

1. SCOPE OF SERVICES. By leveraging an integration enabled through the AWS Data Exchange and the LiveRamp Workflows API, Company shall have the ability to:

(a) translate Company RampIDs to Partner RampIDs with a Partner's express written permission upon express written permission from both Company and Partner at transcodingpermission@liveramp.com. Such permission may be revoked at any time upon reasonable notice to transcodingpermission@liveramp.com.

2. LICENSE.

2.1 From Company to LiveRamp. Company grants LiveRamp a Term-limited, worldwide, non-exclusive, non-sublicensable, non-transferable license to (a) access Company Data, and (b) store, reproduce, modify, and use Company Data solely within LiveRamp's AWS instance in connection with providing identity translation under the Schedule.

2.2 From LiveRamp to Client. LiveRamp grants to Company a Term-limited, worldwide, non-exclusive, non-sublicensable, non-transferable license to utilize the Services and RampIDs solely as described herein. Notwithstanding the foregoing, LiveRamp owns and retains all right, title and interest (including without limitation all intellectual property rights) in its data, technology, infrastructure, methods or know-how used in the Services. Other than the rights expressly licensed to Company herein, no right, title or interest in any of LiveRamp's Products and Services is transferred to Company. Upon expiration or termination of this Schedule, Company shall expunge or destroy all RampIDs and other data from its AWS instance and any servers, computers, or networks to which Mapping Files have been exported within thirty (30) days.

3. PERMITTED USES.

3.1 Company

3.2 Company may use the Services, for the purposes of enabling individual-, household-, and mobile-based measurement, analytics, insight capabilities and data collaboration within its AWS environment, excluding other uses related to data clean rooms.

3.3 Subject to LiveRamp's express written consent (email being sufficient), Company may export files containing RampIDs to its own analytics environments for the purposes of enabling individual-, household-, and mobile-based measurement, analytics, and insight capabilities within these environments, excluding data collaboration and other uses related to data clean rooms.

4. RESTRICTIONS

4.1 No Other Purpose. Company shall not use the Services described herein for any purpose not expressly Permitted in this Schedule, including data collaboration (which shall incur a separate fee).

4.2 No Third-Party Access. Company shall not provide access to the LiveRamp Services to any third-parties without LiveRamp's express written consent (email being sufficient).

4.3 Opt-Outs. If a user opts-out of tracking via an identifier with LiveRamp, LiveRamp shall flag such opt-out in a subsequent refreshed file or view. Company is required to only utilize its most recent refreshed file or view and must disassociate any online behavior tracked on that device from any individual-level profile created through use of the Services.

4.4 Injunctive Relief. LiveRamp shall be entitled (a) to seek injunctive relief against a breach of this Section without the necessity of proving actual damages; and (b) to be indemnified by Company as set forth in the Agreement in the event it successfully prevails in such a claim for injunctive relief.