

This Data Subscription Agreement (“**Agreement**”) governs access to and use of Acxiom’s Data by subscription through the AWS Marketplace. This Agreement is entered into by and between Acxiom LLC, 301 East Dave Ward Drive, Conway, Arkansas 72032-7114 USA and the entity on whose behalf you are agreeing to these terms (“**Client**”). Acxiom’s offer of the Data as a DSA Offer on the AWS Marketplace, and Client’s purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party’s respective acceptance of and entry into this Agreement with respect to the Subscription.

1. DEFINITIONS.

1.1 “AWS Marketplace” means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

1.2 “AWS Services” means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

1.3 “Data” means the data identified in the applicable DSA Offer and any other data, including any revisions, updates, modifications, enhancements and additional data that Acxiom provides, or is obligated to provide, under this Agreement.

1.4 “DSA Offer” means an offer by Acxiom, as set forth in the detail page on the AWS Marketplace, for a subscription to Data subject to this Agreement.

1.5 “S3 Download” means a way that the Data offered by Acxiom under a DSA Offer may be provisioned to Client where the Data is delivered to Client as a download from AWS S3 storage service into Client’s own AWS Services account on AWS Services infrastructure or to other computer systems operated by or for Client.

1.6 “Subscription” means a subscription ordered by Client in the AWS Marketplace for access and use of Data as listed in an Acxiom DSA Offer.

2. TERM AND TERMINATION.

2.1 Term. The term (“**Term**”) of the Agreement shall begin on the date the Subscription begins and continue until the conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

2.2 Termination for Convenience. Client may terminate this Agreement without cause at any time using the termination or cancellation functionality available through the AWS Services. Client will not be entitled to refund of fees for any unused portion of the Subscription.

2.3 Termination for Cause. Either party may immediately terminate this Agreement upon written notice to the other party if: (i) the other party is in default of this Agreement and fails to cure, or begin implementation of a mutually-agreed-upon plan to cure, such default within thirty (30) days of written notice from the other party specifying the nature of such default and requiring its remedy; (ii) the other party petitions for relief under the Federal Bankruptcy Code or any involuntary petition is filed against the other party and is not dismissed within sixty (60) days; (iii) relief under the Federal Bankruptcy Code is granted with respect to the other party as a debtor; (iv) the other party makes a general assignment for the benefit of creditors; or (v) the other party ceases doing business, assigns, or attempts to assign any portion of this Agreement to an entity other than as provided in Section 15.3 below. Client will not be entitled to refund of fees for any unused portion of the Subscription.

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4. PRODUCTS.

4.1 The Data. Acxiom will supply and sell to Client, and Client will receive and purchase, respectively, a Subscription to the Data as set forth in the DSA Offer in accordance with this Agreement. A Subscription, as described in the applicable DSA Offer, may be for Data deployed via S3 Download or Data deployed through other functionality available for Data in the AWS Marketplace. Each Subscription is the subject of a separate agreement between Client and Acxiom. The Data provided under this Agreement shall be subject to the following terms:

(a) License. Acxiom grants to Client a limited, non-transferable, non-exclusive license (“**License**”) to possess and use the Data purchased by Subscription hereunder in Client’s own AWS Services account, on AWS Services infrastructure or at a Client facility, subject to the terms of this Agreement. The Data is licensed for the term of the Subscription. Acxiom or the third parties who provided the data to Acxiom (“**Data Providers**”) retain all right, title, and interest in and to the Data, and Client has no rights in the Data except as provided herein.

(b) Destruction. Except as provided herein, Client must destroy the Data, including any copies, upon the earlier of: (i) termination of the Agreement; or (ii) expiration of the license period described above. Upon request, Client will provide written certification of destruction.

(c) Permitted Use. The Data may be used for analytical use only, and the models, scores, and reports generated therefrom, may be used only for Client's own internal analysis applications. Client is strictly prohibited from incorporating or otherwise using the Data for commercial applications in any form whatsoever, provided Client may use the models, scores, and reports generated from Client's analytical use of the Data to internally support Client's marketing programs.

(d) General Restrictions. The Data shall not be: (i) used as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, or employment, or in connection with credit repair services; (ii) used in individual-look-up reference applications; (iii) provided by Client to any third party; (iv) used in the development of any products to be provided to a third party, including the support or sale of advertising services to a third party; or (v) used to advertise, sell, or exchange any illegal or illicit products or services, including pornography, illegal drugs, or illegal weapons. Client shall not attempt to derive, decode, or otherwise reverse engineer any of the variables or processes utilized in the development of the Data. Client shall not attempt, in any fashion, to determine the identity of any individuals from whom the Data was derived or any attributes of such individuals.

4.2 Excusable Delay. Acxiom's delay or non-performance of its obligations under this Agreement shall be excused to the extent caused by Client's failure to perform its obligations under this Agreement. Acxiom will provide Client with reasonable notice of such non-performance or delay and will use commercially reasonable efforts to continue to perform.

5. TAXES. Client shall pay all taxes (including sales, use, excise, value added, goods and services, turnover taxes, business taxes, consumption taxes, gross receipts taxes, and any other taxes, charges, duties, fees, and levies of a similar nature) levied in connection with this Agreement (whether included on an invoice or identified during an audit), except taxes based upon Acxiom's net income, corporate franchise, business license, payroll withholding or property taxes on Acxiom-owned assets.

6. INTELLECTUAL PROPERTY. Notwithstanding any provision of this Agreement to the contrary, the following shall be and remain the sole property of Acxiom ("Acxiom Intellectual Property"): (i) the Data; (ii) Acxiom's commercially available data products and any models or other derivatives developed using such data ("Data Products"), any and all components of Acxiom's or its subcontractor's AbiliTec® technology and its related Links or derivatives, including hashed identifiers based on the Links, and any modifications to or derivatives of the foregoing; and (iii) Acxiom-proprietary data models, Acxiom-proprietary business rules, as well as all computer programs, code elements, routines, libraries, tools, methodologies, processes, or technologies created, adapted, or used by Acxiom in its business generally, including all associated intellectual property rights.

7. CONFIDENTIALITY.

7.1 Confidential Information. During the Term, the parties may pursuant this Agreement disclose or make accessible to one another, or other entities may disclose or make accessible to a party on the other party's behalf, certain confidential information (collectively, "**Confidential Information**"), including: the Data, Acxiom Intellectual Property, pricing information, product designs, capabilities, specifications, solution design documents, layouts, hardware configurations, flowcharts, presentations, and analysis reports or results from the testing of any products, as well as any information of Acxiom's clients, prospects, or vendors that is stored and used within an Acxiom facility, and any other materials marked or reasonably considered "confidential" or "proprietary."

7.2 Obligations. Each party shall use commercially reasonable efforts to prevent the unauthorized access to or disclosure of the other party's Confidential Information, including derivative works, modifications, or adaptations. Each party will limit access to the other party's Confidential Information to its own or its Affiliates' employees, agents, contractors, and consultants ("**Personnel**") strictly on a "need to know" basis; provided, however, that such Personnel have executed an agreement with such party containing confidentiality provisions at least as restrictive as those contained herein. Upon termination of this Agreement, each party shall promptly destroy all of the other party's Confidential Information then held and, upon request, certify such destruction in writing.

7.3 Injunctive Relief. The unauthorized disclosure of any aspect of Confidential Information is likely to give rise to irreparable injury which may be inadequately compensable in damages. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of this Section 7, in addition to any other legal remedies that may be available, and each party consents to the obtaining of such injunctive relief.

7.4 Unauthorized Disclosure. Each party will, as soon as reasonably practical after discovery, report to the other party any unauthorized disclosure or access to the other party's Confidential Information, subject to any reasonable restrictions placed on the timing of such notice by a law enforcement or regulatory agency investigating the incident, and will take all reasonable measures to prevent any further unauthorized disclosure or access.

7.5 Mandated Disclosures. If a receiving party is required to provide Confidential Information of a disclosing party to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law (each, a “**Mandated Disclosure**”), the receiving party must: (i) unless prohibited by applicable law, provide the disclosing party with prompt written notice and reasonable cooperation if a protective order is sought by the disclosing party; (ii) take reasonable steps to limit any such disclosure only to the Confidential Information required to be compliant with the Mandated Disclosure; and (iii) continue to otherwise protect all Confidential Information disclosed in response to such Mandated Disclosure.

7.6 Exceptions. Notwithstanding anything in this Agreement to the contrary, Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the party receiving the information; (ii) was in the lawful possession of the party receiving the information prior to the disclosure and had not been obtained either directly or indirectly from the party disclosing the information; (iii) is lawfully disclosed by a third party without restriction on disclosure; or (iv) is independently developed by the party receiving the information without use of, or reference to, Confidential Information of the other party.

8. WARRANTIES.

8.1 Axiom Warranties. Axiom warrants that: (i) it has the necessary equipment, computer capacity, software, programs, and trained personnel to properly provide the Data consistent with standard industry practices; any Data will be, upon delivery, as current, accurate and complete as may be reasonably achieved using the source data, compilation and data processing methods normally employed by Axiom.

8.2 Mutual Warranties. Each party warrants to the other that: (i) it has full power and authority to enter into and perform the Agreement; (ii) the execution and delivery of the Agreement have been duly authorized; (iii) the Agreement does not violate any law, statute, or regulation and does not breach any other agreement or covenant to which it is a party or is bound; (iv) its Confidential Information has been legally obtained; (v) the provision of its Confidential Information to the other does not violate any laws or agreements with third parties; and (vi) it will otherwise comply with all applicable laws, rules, and regulations. Each party shall comply with the published policies of the Association of National Advertisers and the Digital Advertising Alliance, as applicable.

8.3 Warranty Disclaimers. EXCEPT AS STATED IN THIS SECTION 8, THERE ARE NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OF ACCURACY, COMPLETENESS, OR CURRENTNESS.

8.4 Suspension of Performance. Either party may suspend or discontinue the delivery of the Data if, in its reasonable judgment, the delivery of the Data would violate any applicable law, rule, or regulation. Such action shall not constitute a default under this Agreement. The parties will use commercially reasonable efforts to implement an alternative method of delivering replacement products. Client will not be entitled to refund of fees for any unused portion of the Subscription.

9. REMEDIES. Axiom’s sole obligation and Client’s exclusive remedy for any claim of defective Data is to correct or re-deliver, as applicable, the Data in question without charge. Client must provide written notice to Axiom of any such claim in sufficient detail with any necessary backup information or documents. With respect to the Data, Client acknowledges that some corrections of errors in the Data are dependent on the availability of same from the source of the applicable data.

10. LIMITATION OF LIABILITY.

10.1 Indirect Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF INCOME, REVENUE, PROFITS, OR GOODWILL, BUT NOT INCLUDING ANY FEES PAYABLE HEREUNDER), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 Aggregate Liability.

(a) ACXIOM’S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT UNDER THIS AGREEMENT.

10.3 Exclusions and Miscellaneous. The limitations in this Section 10 shall: (i) not apply to a party’s indemnification obligations set forth in Section 11 or to damages resulting from a party’s gross negligence or intentional misconduct; and (ii) apply regardless of the legal theory or form under which any action is brought. For purposes of this Agreement, “gross negligence” shall mean the intentional failure to perform a manifest duty in reckless disregard of the consequences. Each party shall have a duty to mitigate damages for which the other party is responsible.

11. INDEMNIFICATION.

11.1 General. Each party agrees to indemnify and hold the other party, its agents, and its employees harmless from and against any third-party claim, action, or liability (including damages, costs, expenses, and reasonable attorneys' fees) that may arise against the indemnified party as the result of: (i) injuries or property damage caused by the indemnifying party's employees; (ii) the indemnifying party's failure to comply with all applicable laws and regulations; and (iii) the misappropriation or misuse of the indemnified party's Confidential Information by the indemnifying party. The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided, however, that the indemnified party shall have the right to participate in any such litigation insofar as it concerns claims against it. That right to participate includes the indemnified party's right to select and retain counsel to represent it at the indemnified party's own expense.

11.2 Infringement.

(a) Except as provided below, each party shall defend and indemnify the other from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any claim that the materials provided to it by the indemnifying party pursuant to this Agreement (including any Client-provided data or other content, work product, or Confidential Information) infringes a valid patent, trademark or copyright, or misappropriates a trade secret of a third party, provided that: (i) the indemnified party has provided prompt written notice of such claim and reasonable cooperation, information, and assistance in connection therewith, and (ii) the indemnifying party shall have sole control and authority with respect to the defense, settlement, or compromise of any such claim.

(b) Should the Data, or any part thereof, become, or in Acxiom's opinion, be likely to become, the subject of a claim of infringement, Acxiom may, at its option and expense, either procure for Client the right to continue using the Data or replace or modify the Data so as to make it non-infringing.

(c) Section 11.2(a) and Section 11.2(b) state the entire liability of Acxiom and the sole and exclusive remedy of Client with respect to any claim of infringement. Neither party shall have any liability or obligation to the other for any infringement claim to the extent caused by or based upon: (i) the combination of materials with other products or services not furnished or authorized by the party providing the materials; or (ii) additions or modifications made to the materials after delivery that are not made by the party providing the materials or authorized by this Agreement.

11.3 Failure to Notify. No party shall have any obligation to defend or indemnify the other party pursuant to this Section 11 if the indemnifying party is not notified promptly of the claim and is materially prejudiced thereby. The indemnified party shall cooperate to the extent necessary in the defense of any claim within the scope of these indemnities.

12. FORCE MAJEURE. Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, act of governmental authority, act of public enemy, terrorism, war (whether or not declared), riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond the reasonable control of the party delayed.

13. INDEPENDENT CONTRACTOR. Acxiom shall deliver the Data hereunder as an independent contractor, and nothing contained herein shall be deemed to create any employment, association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any of Client's affiliates or subsidiaries, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

14. PUBLICITY. Acxiom may include Client on its client list in presentations, white papers, or reports made to shareholders, clients, potential clients, and stock analysts, or in its annual Form 10-K filing with the Securities Exchange Commission, provided no representation, express or implied, is or will be made as to Client's opinion of Acxiom's products. Any proposed press releases, advertising, or other promotional materials that use the other party's name or trademark must be sent to the other party for approval, which shall not be unreasonably withheld.

15. NOTICES. Except for communications made in the normal course of the Services, any notice or other communication required hereunder shall be made in writing and sent to the designated recipient provided below by certified United States mail, return receipt requested, or by a nationwide courier delivery service. Notice that is delivered via facsimile or electronic mail is sufficient to meet the notice requirement, provided it is: (i) confirmed as received by the other party, or (ii) an original copy follows it by mail, as set forth above, in a timely manner. A party may change the name or address of the designated recipient by giving written notice to the other party. Any notice or communication shall be deemed given upon receipt.

15.1 Acxiom. If to Acxiom, notices or other communications required hereunder shall be sent to the address first set forth above, to the attention of the undersigned for Acxiom, with a copy to Acxiom LLC Attn: Legal Team, P.O. Box 2000, 301 East Dave Ward Drive, Conway, Arkansas 72033-2000; and

16. MISCELLANEOUS.

16.1 Applicable Law. The Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

16.2 Modification, Severance, and Waiver. The Agreement may only be amended in writing. If any one or more of the provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the same shall not affect any of the other portions thereof. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.

16.3 Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be required for assignment by either party: (i) to an Affiliate or other entity under common control with such party; or (ii) in connection with a direct or indirect purchase, merger, reorganization, consolidation or sale of all or a portion of the assigning party's assets. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16.4 No Third-Party Beneficiaries. No provision of this Agreement, express or implied, is intended to confer rights or other benefits to any third party.

16.5 Approvals and Further Assurances. Any approval or consent requested of either party shall not be unreasonably withheld, delayed, or conditioned, unless specifically stated to the contrary in this Agreement. Subsequent to the execution and delivery of the Agreement, and without any additional consideration, each party will execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

16.6 Survival of Terms. Any provision of this Agreement which contemplates performance or observance subsequent to any termination of this Agreement, including all provisions with respect to payment of accrued amounts, intellectual property and transition, confidentiality, limitation of liability, and indemnification, shall survive any termination of this Agreement and continue in full force and effect.

16.7 Headings, Good Faith, and Counterparts. The descriptive headings of the sections of this Agreement are for convenience only and do not constitute a part of this Agreement. With respect to all of their respective dealings under this Agreement, each party will act fairly and in good faith. This Agreement may be executed in any number of counterparts, including via the exchange of .pdf or facsimile copies or by the use of a mutually agreeable electronic signature authentication program, each of which may be executed by less than all of the parties hereto and shall be enforceable with respect to the parties actually executing such counterparts.

16.8 Interpretation. The words "include", "includes", "including", and "e.g.", when following a general statement or term, are not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its scope. Where appropriate, the plural includes the singular and the singular includes the plural. The parties have each been represented by counsel in connection with the negotiation of this Agreement. The fact that any provision hereof may have been drafted by counsel for a given party shall not be taken into consideration in interpreting such provision.

16.9 Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes any and all written or oral prior agreements and understandings between the parties. No terms or conditions of either party's invoice, purchase order or other administrative document (unless signed by authorized representatives of both parties and expressly referencing that it amends this Agreement) will be effective as a modification of the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

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