Terms and Conditions

1. Customer understands and agrees that the Licensed Services are licensed and not sold to Customer under this Service Order. Customer will not, directly or indirectly: (a) reverse engineer, decompile, or disassemble the Licensed Service, (b) copy, rent, sell, lease, transfer, disclose or distribute in any manner (whether directly or indirectly) the Licensed Service, or any derivatives thereof; (c) modify or create any derivative works based upon the Licensed Service (except for the purpose of using Insights as permitted under this Service Order); or (d) remove, obscure, or alter any patent, trademark, or copyright notices relating to the Licensed Service.

2. Customer represents, warrants and covenants that it has all rights, consents, or permissions necessary to provide all data to MSP. Customer represents, warrants and covenants that its use of any data or information collected by or resulting from the Licensed Service and its provision of any data to MSP in connection with the Licensed Service shall comply with all applicable laws, rules, orders and regulations, including all applicable privacy and data protection laws, rules and regulations.

3. Customer covenants that its use of the Licensed Service and the Data will be legal, and specifically that it will comply with all applicable privacy and data protection laws, rules, and regulations related to its use of the Data. It is Customer's sole responsibility to honor all Do Not Call, Do Not Mail, and similar Do Not Solicit federal, state, county and local regulations. Customer acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. MSP disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the Data. Customer shall not use the Licensed Service and the Data or any information from the Data, in whole or in part, as a factor in establishing a consumer's eligibility for credit, insurance, employment, or for any other "permissible purpose" as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

4. The Customer Data and any other information provided by Customer to MSP shall not include any Sensitive Consumer Information. MSP reserves the right, in its sole discretion, to not process any file that contains Sensitive Consumer Information and/or, if applicable, map any User Attributes associated with, or categorically related to Sensitive Consumer Information. "Sensitive Consumer Information" is defined in the NAI's Code of Conduct. Sensitive Consumer Information includes, but is not limited to, Social Security numbers and other government-issued identifiers, insurance plan numbers, financial account numbers, and precise information about past, present or potential future health or medical conditions or treatments. Customer may not include with, or as part of, the Customer Data any data related to individuals or households who have previously opted-out of targeted digital advertising through the Customer Site or Customer's process, or the process of other third party privacy compliance partners.

5. **Use of Customer Data**. Customer shall own all Customer Data. MSP will not share any Customer Data with any third party without Customer's express consent (which consent may be provided by email). Notwithstanding the foregoing, MSP shall be allowed to use Customer Data in the aggregate solely in conjunction with other data provided to MSP from third party sources, for the purpose of improving services including without limitation, corroborating the association of data points within MSP' data repositories.

6. In the event that legislation, governmental regulation, or industry self-regulation prohibits, limits or restricts further delivery of the Data, MSP or Customer may terminate this Order upon at least thirty (30) days' prior written notice to the other party hereto, provided, however, if the effective date of such legislation or regulations falls within said thirty (30) days and there is no commercially reasonable manner in which to extend the termination to the end of said thirty (30) days, then the date of termination shall be the effective date of said legislation or regulations. Customer may continue to use the Data after such termination, provided that such use complies with the terms and conditions of this Service Order and the MSA, and further provided that Customer shall not owe any additional royalties to MSP other than the royalties which have accrued through the effective date of termination.