

**ALC  
DATA LICENSE AGREEMENT**

**THIS AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF THE SERVICES OF ALC, LLC ("ALC").**

**BY ACCEPTING THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT OR USE THE SERVICES.**

**1. Agreement.** This Agreement contains the terms and conditions applicable to the licensing of data and/or provision of data products and services by ALC to You (collectively, the "Services"). The use of the term "days" shall mean "calendar days" unless otherwise specified.

**2. [Reserved]**

**3. Data; License; Use Restrictions; Confidential Information.**

**A. ALC Data.** The parties acknowledge and agree that the Services will include the delivery, access, and/or use by You of certain data that is owned or licensed by ALC ("ALC Data"). ALC hereby grants, and You hereby accept, a limited, non-transferable, non-exclusive, and non-sublicensable (except as expressly provided in right and license in the applicable territory and during the term of this Agreement, to use the ALC Data provided to You hereunder solely in accordance with the terms and conditions of this Agreement, and solely for your internal business, analytical and research uses.

**B. Use Restrictions.** You represents, warrants, and covenants to ALC that (i) You shall use the Services and ALC Data solely in the manner explicitly permitted in the Agreement, and (ii) You shall not (a) modify, alter, translate, create derivative work(s) of, distribute, broadcast, transmit, reproduce, publish, disclose, license, sub-license, transfer, sell or resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, assign, or transfer any right(s) in the Services or the ALC Data for any purpose, (b) use the ALC Data as part of or in connection with a mailing list, (c) compare, commingle, or integrate the ALC Data with other data, (d) augment or supplement the ALC Data in any way using data from a separate source or from accessing any public records data or publicly available database, (e) use the Services or the ALC Data to learn the identity of any person or to contact any person for any purpose, (f) remove or alter any proprietary notice on the Services or the ALC Data, (g) publish the ALC Data without obtaining ALC's prior written consent, in its sole discretion, or (h) authorize any third party to use the Services or the ALC Data, or use the Services or ALC Data for any purpose other than Your own internal business purposes. .

**C. Your Obligations.** Your use of the Services and any ALC Data shall comply with all applicable local, state, national, and international laws, rules, and regulations with respect to use of the Services and the ALC Data, including, without limitation, as applicable, Federal Trade Commission ("FTC") rules and guidelines, and any self-regulatory guidelines relating to digital advertising, behavioral targeting, privacy, or data security promulgated from time to time by the Network Advertising Initiative ("NAI") or the Digital Advertising Alliance ("DAA"), and any handling or confidentiality requirements and obligations of this Agreement (collectively, "Laws"). Moreover, without limiting the foregoing, You shall not use the ALC Data for credit granting, credit monitoring, account review, collection, insurance underwriting, employment or any other 'permissible purpose' as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq. ("FCRA")), Federal Trade Commission interpretations of the FCRA, and similar state statutes or in a manner contrary to the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.).

**(i) ALC Data Safeguards.** You have implemented and shall maintain reasonable and appropriate security measures, compliant with all Laws, to protect the ALC Data from unauthorized access, disclosure, use, modification, destruction and/or loss. In the event of any suspected incident involving ALC Data that could result in the compromise of the protections described above, You shall (a) promptly notify ALC in writing and provide all available information about the incident to ALC, and (b) cooperate fully and promptly with ALC's reasonable requests in connection with investigating and remediating any such incident

(including making available for inspection or interviews Your server logs, personnel, and other applicable documentation).

**D. Your Data.** Any non-public data provided by or on behalf of You to ALC in connection with Your request for the Services and which does not constitute ALC Data ("Your Data") is and shall continue to be the exclusive property of You or Your licensors. ALC agrees to (i) use Your Data only for purposes of providing the Services to You, and (ii) take reasonable steps to maintain the confidentiality of Your Data and prevent unauthorized access, use, and disclosure of Your Data.

**E. [RESERVED]**

**F. Confidentiality.**

**(i) Confidential Information.** As used herein, "Confidential Information" of a party or its affiliates ("Disclosing Party") shall mean all information of, or concerning, such Disclosing Party which is confidential, proprietary and/or competitively sensitive (or which such party is required by a third party to keep confidential) and is disclosed to or obtained by the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business and marketing plans, technology and technical information, product designs, and business processes. In the case of ALC as the Disclosing Party, Confidential Information includes, without limitation, the ALC Data. In the case of You as the Disclosing Party, Confidential Information includes, without limitation, Your Data. Except for personally identifiable information which is required to be kept confidential under applicable Laws, Confidential Information shall not include any information that: (a) is or has become publicly available through no fault of the Receiving Party or its employees or agents; (b) is received from a third party lawfully in possession of such information without breach of any obligation of confidentiality; (c) is disclosed to a third party by the Disclosing Party without restriction on disclosure; (d) was rightfully in the possession of the Receiving Party without restriction prior to its disclosure by the other party; or (e) was independently developed by employees or consultants of the Receiving Party without use of the Disclosing Party's Confidential Information.

**(ii) Confidentiality Obligations.** The Receiving Party shall not disclose to any third party or use the Disclosing Party's Confidential Information except as expressly permitted in this Agreement or as otherwise necessary to perform its obligations or exercise its rights hereunder. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own Confidential Information of like kind (but in no event using less than reasonable care). The Receiving Party shall promptly notify the Disclosing Party if it becomes aware of any actual or reasonably suspected unauthorized use or disclosure of the Disclosing Party's Confidential Information.

**(iii) Required Disclosures.** If the Receiving Party is compelled by applicable law or regulation to disclose Confidential Information of Disclosing Party, it shall provide the Disclosing Party (to the extent legally permitted) with (a) reasonable prior written notice of such compelled disclosure, and (b) reasonable assistance in contesting the disclosure or obtaining a protective order, at the Disclosing Party's option and cost. Any actual disclosure under this Section 3(F)(iii) shall be limited to the minimum amount of information necessary to comply with the disclosure demand.

**(iv) Effect of Termination.** Immediately upon termination of this Agreement, all rights and licenses granted herein shall immediately terminate, and each party shall promptly return to the other, or destroy,

any Confidential Information or copies thereof in such party's possession, whether in tangible or electronic form.

**(v) (v) Injunctive Relief.** Each party acknowledges that its breach of the requirements in this Section 3 may cause the other party immediate and irreparable damage for which recovery of money damages would be inadequate. Accordingly, if the Receiving Party breaches or threatens to breach the obligations in this Section 3, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts without the necessity of posting bond.

**4. Retained Rights.** You acknowledges that ALC has expended substantial time, effort, and funds to develop, create, compile, provide and deliver the Services and the ALC Data, and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. You agree that the Services, all data in ALC's databases (including, without limitation, the ALC Data), and any other intellectual property that are part of the Services or related to the Services are owned by ALC (or its licensors or providers, as applicable). Nothing contained in this Agreement shall be deemed to convey to You, or to any other party, any ownership interest in or to any intellectual property or data provided in connection with the Services, including, without limitation, the ALC Data or ALC Confidential Information. You shall not acquire any license to use the Services, ALC Data, or any ALC Confidential Information in excess of the scope and/or duration described in the Agreement. You shall not (a) reverse engineer, disassemble, decompile, or attempt to derive the underlying source code or protocols for the Services; (b) use the Services or the ALC Data to develop any other product or service, including, without limitation, any competitive product or service; (c) do any "mirroring" or "framing" of any part of the Services, or create Internet links to the Services which include log-in information, user names, passwords, and/or secure cookies; or (d) use the Services for purposes of product evaluation, benchmarking, or other comparative analysis without ALC's prior written consent.

## 5. Term; Termination.

(i) The term of the Agreement shall begin upon Your acceptance of this Agreement and shall continue in effect for a period of thirty (30) days unless earlier terminated in accordance with the provisions of this Agreement. Upon any termination of the Agreement You shall immediately cease using the applicable Services and any ALC Data in Your possession. If either party is in material breach of the Agreement, the other party may terminate the Agreement if such breach is not cured within five (5) days following written notice thereof. Termination of the Agreement shall not relieve You of your obligation to pay for any Services performed or provided by ALC prior to the effective date of termination. ALC may also immediately suspend Your access to the Services upon written or e-mail notice in the event of (A) a breach of this Agreement by You which, if not cured, has a reasonable likelihood of exposing ALC or its network members to civil or criminal liability, reputational damage, or other serious harm or (B) if You fail to comply with the obligations set forth in Section 3(B) or 3(C) above. In the event of any suspension pursuant to (A) above, the parties shall work together in good faith to attempt to resolve the problem with the goal of restoring Your access to the Services at the earliest feasible date.

(ii) The parties acknowledge and agree that the Laws applicable to the Services and the ALC Data are subject to change. As such, in the event that ALC reasonably determines that a change in Laws would make it illegal or commercially infeasible or impracticable to continue providing certain Services or licensing certain ALC Data to You, ALC may, without liability, suspend or discontinue the performance of the applicable Services and/or the delivery and usage of the applicable ALC Data upon written notice to You. .

## 6. Warranties; Disclaimers.

**(i) Warranties.** Each party represents and warrants to the other that it (a) has full authority to enter into this Agreement and has obtained all necessary rights and permissions to engage in the activities and grant the rights contemplated herein, (b) will comply with all applicable Laws in connection with its business activities in connection with this Agreement; and (c) it has all rights and permissions necessary to provide the ALC Data (in the case of ALC) and in Your case, Your Data, to the other party for the uses permitted in this Agreement. You further represents and

warrants to ALC that (d) Your Data shall not include any "personal data" (as such term is defined or described in the EU General Data Protection Regulation (Regulation 2016/679), as it may be amended, superseded, or replaced) unless mutually agreed upon by the parties in a Schedule, and (e) You shall strictly comply with its obligations under Section 3(C)(i).

**(ii) Disclaimers.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS SERVICES, TECHNOLOGY, OR DATA (WHICH ARE PROVIDED "AS IS"), INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SECURITY, FREEDOM FROM VIRUSES, OR REVENUE POTENTIAL. ALC DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IF YOU EXPORT, TRANSFER, OR ACCESS ALC DATA OUTSIDE OF THE UNITED STATES, YOU SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ANY PRIVACY AND DATA PROTECTION LAWS AND REGULATIONS IN THE APPLICABLE JURISDICTION INTO WHICH SUCH ALC DATA IS EXPORTED, TRANSFERRED, OR ACCESSED, AND ALC SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH EXPORT, TRANSFER, OR ACCESS.

## 7. Indemnification.

**(i) Mutual Indemnity.** Each party agrees to indemnify, defend, and hold the other party, its affiliates, and its and their respective officers, directors, members, managers, employees, contractors, and representatives (collectively, the "Indemnified Parties") harmless from and against any and all out-of-pocket losses, damages, fines and expenses (including reasonable attorneys' fees) arising from any third-party claim, demand, or proceeding related to any actual or alleged breach of such party's representations and warranties in this Agreement.

**(ii) ALC Infringement Indemnity.** ALC shall indemnify, defend, and hold You and your respective Indemnified Parties harmless from and against any and all out-of-pocket losses, damages, fines and expenses (including reasonable attorneys' fees) arising from any third-party claim, demand or proceeding to the extent it alleges infringement of any valid U.S. patent, copyright, or other valid U.S. intellectual property right of such third party by the Services as used in accordance with this Agreement (an "Infringement Claim"). In the event of an Infringement Claim, ALC may, at its sole option and expense either: (i) procure for You the right to continue using the Services under the terms of this Agreement; (ii) replace or modify the Services to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, as determined by ALC in its sole discretion, terminate Your use of the infringing Services and provide a pro-rated refund of the unused fees pre-paid by You for the infringing Services. Notwithstanding the foregoing, ALC shall have no liability or obligation to You or any of Your Indemnified Parties with respect to any Infringement Claim based on (i) use of the Services by You or any of Your Indemnified Parties in combination with other business processes, products, devices, software, data, services or components which were not furnished to You by ALC or included with the Services; (ii) modification or alteration of Services by You, any of Your Indemnified Parties, or a third party; (iii) use of the Services after ALC notifies You to discontinue use of the Services due to an Infringement Claim; (iv) use of the Services by any unauthorized person; or (v) use of the Services for a purpose other than that for which they were designed or in violation of this Agreement. THE PROVISIONS OF THIS SECTION 7(ii) SET FORTH ALC'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

**(iii) Indemnification Procedure.** An Indemnified Party shall promptly provide the indemnifying party with notice of any claim, demand or proceeding for which indemnity is claimed hereunder (except that failure to do so only excuses the indemnifying party's obligations to the extent that the indemnifying party is materially prejudiced thereby) and cooperate reasonably with the indemnifying party (at the indemnifying party's request and expense) in defending or settling such claim, demand, or proceeding, including, but not limited to, providing any information or materials reasonably necessary for the indemnifying party to perform the foregoing. The indemnifying party shall control the defense and settlement of such claim, demand or proceeding, but shall not admit any liability or wrongdoing, or impose any obligation on, an Indemnified

Party without the Indemnified Party's prior written consent. An Indemnified Party may participate in the defense of a claim at its own expense using counsel of its choosing.

**8. Limitation of Liability.** EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, A KNOWING BREACH OF A PARTY'S OBLIGATIONS IN SECTION 3(F) ABOVE, AND CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, DATA, OR BUSINESS, ARISING OUT OF THIS AGREEMENT, OR (B) ANY OTHER DAMAGES EXCEEDING IN THE AGGREGATE, FOR ANY AND ALL CLAIMS, THE AMOUNTS PAID TO ALC BY ANY PARTY FOR THE SERVICES PROVIDED TO YOU THAT GAVE RISE TO THE CLAIMS UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNOWS OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Miscellaneous.** The Agreement sets forth the entire understanding of You and ALC with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be modified or excised to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by this Agreement. There are no third-party beneficiaries to this Agreement. Notices shall be in writing and delivered by a nationally recognized overnight delivery service or certified or registered U.S. Mail, return receipt requested, to the parties' respective addresses set forth above (or at such other address as a party may designate by notice pursuant to this sentence), and are effective upon receipt. . The failure of either party to insist upon or enforce strict

performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. Neither party will be liable for any breach of the Agreement, other than any default in payment obligations, due to any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, unavailability of utilities or communications services (including access to the Internet), civil disturbances, acts of terror, acts of civil or military authorities, or acts of God. You may not assign this Agreement or delegate your obligations hereunder without the prior written consent of ALC, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to a corporate affiliate or any successor to substantially all of the business or assets of such party's business unit to which this Agreement relates, whether by merger, consolidation, asset purchase or otherwise. Any assignment or attempted assignment without ALC's written consent shall be null and void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of New Jersey without regard to the conflict of laws provisions thereof. The exclusive jurisdiction and venue for adjudication of any dispute arising out of this Agreement shall be the state and federal courts in and for Mercer County, New Jersey, and each party hereby consents to the jurisdiction of such courts. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs, and other out-of-pocket collection expenses, in addition to any other relief it may receive.

**10. Survival.** Sections 2, 3(E), 4, 5, 6(ii), and 7-10, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.