LiveRamp Authenticated Traffic Solution: Publisher Terms and Conditions

1. PRODUCTS AND SERVICES. LiveRamp shall provide Publisher with the following products or services, as selected by Publisher, and in all cases subject to the terms and conditions at https://liveramp.com/liveramp-authenticated-traffic-solution-terms-and-conditions.

a. **Authenticated Traffic Solution.** LiveRamp will develop and maintain an API that can be integrated with prebid.js, or other related Publisher integration methods (the "**Authenticated Traffic Solution**" or "**ATS**") to allow Publisher to pass user email, phone number or other offline identifiers (for the purposes of this SOW, "**Publisher Data**") to LiveRamp via a real-time API call. If Publisher chooses to leverage LiveRamp's ATS.js code, the ATS.js code will be delivered via a globally deployed content delivery network, unless mutually agreed otherwise. LiveRamp's API will return an encrypted LiveRamp ID envelope ("**RAMPID Envelope**"), that can be read and decrypted by RAMPID enabled supply side platform ("**SSPs**"), which will embed into the Publisher's first party storage, e.g. localStorage object or cookie. LiveRamp's Authenticated Traffic Solution or Publisher code on a user's subsequent page view will read the RAMPID Envelope from the user's first party storage and pass the RAMPID Envelope to SSPs and Publisher permissioned partners designated by Publisher, provided that the SSP and Publisher permissioned partner has integrated with the Publisher's wrapper or is otherwise able to receive the RAMPID Envelope. LiveRamp and/or the Advertising ID Consortium will maintain separate contracts with the SSPs and Publisher permissioned partners to enable them to transform the RAMPID Envelope to demand side platform ("**DSP**") and publisher permissioned partner encoded RAMPIDs for distribution to LiveRamp permitted destinations. LiveRamp and Publisher may mutually agree, email being sufficient, to share Publisher Data sent through the Authenticated Traffic Solution with other identity providers.

b. Prebid Analytics Service (if selected by Publisher).. By leveraging the Authenticated Traffic Solution, LiveRamp performs analytics on publisher programmatic auction data from prebid.js, including without limitation -- presence of RAMPID Envelope, bidder name, bid ID, auction ID, user browser, user platform/OS, timestamp(s), domain, publisher placement ID, currency and cost per mille ("**Publisher Analytics Data**") to provide Publishers with analytics around the Authenticated Traffic Solution. The functionality around the Prebid Analytics Service is an add-on option to the Authenticated Traffic Solution and requires Publisher to distribute additional data to LiveRamp under a separate license set forth in Section 4 below.

c. Registration Wall (if selected by Publisher). LiveRamp's registration wall ("**Registration Wall**") enables publishers to deploy LiveRamp code on publisher webpages to capture user authentications (email, phone, or social platforms) while users interact with publishers site. LiveRamp maintains the base Registration Wall code, but Publishers are permitted to configure and/or make modifications to optimize the Registration Wall for its site. Once a Publisher optimizes the Registration Wall to its site, the Publisher is responsible for any and all maintenance and support. Publisher Data is stored in a required Amazon Web Services (AWS) instance. This instance will be configured and created by a LiveRamp-provided serverless application, but all data will be stored within Publisher's own AWS account. Publishers must have an active agreement for the Authenticated Traffic Solution in order to use LiveRamp's Registration Wall.

d. ATS SDK (if selected by Publisher). In addition to all services provided under the ATS Schedule, Publisher shall have access to LiveRamp's Authenticated Traffic Solution Software Development Kit ("ATS SDK"). The ATS SDK enables publishers to deploy a module within their mobile app that permits Publisher to receive a RampID Envelope and store such RampID Envelope within the app storage provided that, in the case a mobile app user utilizes iOS to access to mobile app, the ATS SDK will log that users response to the app tracking transparency consent request. Only in the case that such user has provided consent, the ATS SDK will enable Publisher to pass the RampID Envelope to other partners within the Liveramp ATS network (where those partners may decrypt RampID Envelopes, subject to both that partners LiveRamp agreement and a separate agreement between Publisher and partner).

2. LICENSE

a. **From Publisher to LiveRamp.**

i. **Authenticated Traffic Solution and Registration Wall (if selected by Publisher).** Publisher hereby grants to LiveRamp a Term-limited, revocable, worldwide, non-exclusive, non-transferable (except as permitted in the assignment provisions) license, with the right to access, download, receive, reproduce, modify and use the Publisher Data as set forth in this SOW, including without limitation to match to LiveRamp's graph and return RAMPID Envelopes back to the Publisher or other permitted platforms. In accessing Publisher Data, LiveRamp may access, collect, and use associated data, including information about the type of identifier passed over the API, LiveRamp's cookie IDs, IP addresses, time/date stamps, user agent, and referral URLs, and other information contained in the HTTP request, provided that LiveRamp will not track browsing behavior and will only use such associated data for internal quality assurance and troubleshooting purposes, unless otherwise stated herein.

ii. **Prebid Analytics Service (if selected by Publisher)**. Publisher hereby grants to LiveRamp a Term-limited, irrevocable, worldwide, non-exclusive, non-transferable (except as permitted in the assignment provisions) license, with the right to access, store, download, receive, reproduce, modify and use the

Publisher Analytics Data as described in the Prebid Analytics Service. LiveRamp shall store the Publisher Analytics Data for a period of no longer than thirty (30) days and aggregate reports from such Publisher Analytics Data for a period of no longer than one (1) year. For clarity, LiveRamp does not otherwise store Publisher Data in connection with the Authenticated Traffic Solution and will only store Publisher Analytics Data (rather than Publisher Data) in the Prebid Analytics Service.

b. **From LiveRamp to Publisher.** LiveRamp grants to Publisher a Term-limited, non-exclusive, non-sublicensable, non-transferable license to utilize RAMPID Envelopes 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 creation of RAMPIDs and RAMPID Envelopes. Other than the rights expressly licensed to Publisher herein, no right, title or interest in LiveRamp's Services is transferred to Publisher. If Publisher receives RAMPIDs through the Services, upon expiration or termination of this SOW, Publisher shall expunge or destroy all RAMPIDs from its servers, computers, or networks within thirty (30) days.

3. AUTHORIZED USES AND RESTRICTIONS

a. Authorized Uses

i. Authenticated Traffic Solution and RAMPID Envelopes. Publisher may use the Authenticated Traffic Solution and RAMPID Envelopes for the purpose of passing the RAMPID Envelope to SSPs and/or platforms that sell publisher inventory for inventory monetization. Publisher may also provide the RAMPID Envelope to any LiveRamp enabled Platform for the purposes of ad targeting, segmentation, personalization, and measurement.

ii. Registration Wall (if selected by Publisher). Publisher may use the Registration Wall to collect Publisher Data from users for the purposes of building it's CRM records and passing the Publisher Data to LiveRamp for the Authenticated Traffic Solution or other LiveRamp products.

iii. Prebid Analytics Services (if selected by Publisher). Publisher may use the Prebid Analytics Services for the purposes of site and inventory management analytics, including, but not limited to analyzing individual and aggregate impression yield, bid density, and average CPMs.

b. Restrictions. Publisher may not pass the RAMPID Envelope to non-RAMPID enabled platforms or use the RAMPID Envelopes to otherwise connect to such platforms. Additionally, Publisher shall not allow any third party to re-identify RAMPID Envelopes to offline or personally identifiable information and must implement controls, such as access limitations, to minimize risk of employees or contractors accidentally or intentionally merging of offline information with RAMPID Envelopes. Publisher may not use the Registration Wall or Prebid Analytics Services unless Publisher is under an active agreement for the Authenticated Traffic Solution.

4. REQUIREMENTS

a. **Data Ethics Review.** Prior to implementing the Authenticated Traffic Solution, Publisher shall undergo a privacy review with the LiveRamp data ethics team for each of the Approved Geographies for which Publisher chooses to send Publisher Data to LiveRamp, which includes, without limitation, a review of Publisher data collection methods and Publisher's privacy policy. LiveRamp shall determine, in its sole discretion, whether Publisher meets the privacy standards for the Services described herein and has the sole approval right for including Publisher in the Services. If Publisher does not meet LiveRamp's privacy standards for the Services described herein, LiveRamp may decline such Publisher, or, if Services have already started, may immediately terminate this agreement upon advance written notice to Publisher.

b. **Authenticated Traffic Solution Implementation.** Publisher will implement LiveRamp's Authenticated Traffic Solution and make any necessary updates to prebid.js modules or other wrappers within three (3) months of accepting these terms. Publisher agrees not to modify the LiveRamp Authenticated Traffic Solution without the express written consent of LiveRamp.

c. No Modifications. Publisher shall not: (a) cause or permit the reverse engineering, disassembly, or decompilation of the Authenticated Traffic Solution or RAMPID Envelopes; (b) modify or otherwise adapt the Authenticated Traffic Solution or RAMPID Envelopes; or (c) distribute, sell, resell, sublicense, rent, lease or use the Authenticated Traffic Solution or RAMPID Envelopes to any party or for any purposes not explicitly stated herein.

5. APPROVED GEOGRAPHIES AND DISCLOSURE OBLIGATIONS.

a. **Approved Geographies.** Publisher will adhere to the regional or country specific obligations set forth for each of the Approved Geographies in the Authenticated Traffic Solution country specific terms which may be accessed at https://liveramp.com/authenticated-traffic-solution-country-specific-terms/ (the "**Approved Geography Terms**"). Publisher must also undergo a privacy review prior to distribution of Publisher Data from a new Approved Geography. Upon written notice to Publisher (email acceptable), LiveRamp may, in its discretion, add, remove, revise, change, or otherwise alter the requirements in the Approved Geography Terms to comply with a Change in Law (as defined herein) or change in LiveRamp services. Within thirty (30) days, Publisher shall comply with any new requirements noticed by LiveRamp or opt out of providing Publisher Data, and if applicable, Publisher Analytic Data for an affected geography by providing written notice (email acceptable).

b. **Additional Warranties.** Each Party represents and warrants that it will comply with all applicable local, state, federal, and international laws, statutes, secondary legislation, rules and regulations, including, without limitation, those relating to privacy, confidentiality, data protection of personal data, applicable to the performance of

the Services, as well as any country-specific provisions set forth in the Approved Geography Terms (where applicable) and any generally accepted industry principles and guidelines.

c. **Change in Law**. The Parties acknowledge that: (i) the state of the law with respect to privacy, including without limitation, behavioral advertising, contextual advertising, cookies, personal information, and informational privacy is unsettled; and (ii) new or changes in existing applicable local, state, federal, and international laws, rules, and regulations (a "**Change in Law**") may limit or prohibit the delivery of, access to, or use of Publisher Data or the Services. Neither Party makes any representations or warranties with respect to such Changes in Law; moreover, each Party hereby expressly disclaims any representations, warranties, guarantees, covenants, or obligations relating thereto.

d. **Non-Compliance**. LiveRamp may, in its sole discretion, refuse to accept Publisher Data that it reasonably deems to be in violation of the terms and conditions, including the Approved Geography Terms. If LiveRamp declines to accept Publisher Data, upon request from Publisher, LiveRamp will provide an explanation of the reason why the Publisher Data was not accepted, and the Parties will work together in good faith to resolve the issue.