VIANT MASTER SERVICES AGREEMENT

PARTIES			
Company Information			
Legal name ("Company"):		Company state of formation and entity type:	
Address:		Signatory name, title, and email address:	
Business lead name and email:		Legal notices contact information ("Company Legal Notices"):	
Viant Information			
Legal name ("Viant"):	Viant US LLC	Company state of formation and entity type:	Delaware limited liability company
Address:	2722 Michelson Dr. #100 Irvine, CA 92612	Signatory name, title, and email address:	
Business lead name and email:		Legal notices contact information ("Viant Legal Notices"):	Viant US LLC 2722 Michelson Dr. #100 Irvine, CA 92612 Attn: Legal Department Required email to dist-legal@viantinc.com

This Viant Master Services Agreement ("MSA"), effective as of the date of last signature ("Effective Date"), is entered by and between Viant and Company, and includes any schedules, insertion orders, statements of work, and addenda attached or referring hereto (collectively, the "Agreement"). In consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

1.1. "Ad" means a text, in-text, graphical, audio, video, or other promotional advertisement or advertising materials provided by an Advertiser to be delivered onto Media Inventory through the Services.
1.2. "Adelphic DSP" means the Adelphic real-time bidding demand side platform which allows Company to run self-service campaigns, whereby it may purchase digital advertising impressions. The Adelphic DSP is a feature of the Adelphic Platform and requires the execution of an additional schedule.
1.3. "Adelphic Platform" means Viant's cloud-based software platform, which includes various tools for identity management, insights, reporting and measurement, and campaign execution, as well as Viant Data.
1.4. "Adelphic UI" or "UI" means the Adelphic Platform user interface.

1.5. "Advertiser" means the Company, or any entity or person (including direct advertisers, ad networks, ad exchanges, and ad servers) that has contracted with Company to purchase, or to have Company purchase on its behalf, Media Inventory for the purpose of displaying or delivering Advertisements.

1.6. "Affiliate" means an entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party.

1.7. "Agency" means the advertising agency representing the Advertiser.

1.8. "Authorized User" means an employee or designee of Company to whom Company has requested in writing (email to suffice) and Viant has authorized access to the Services by issuing log-in credentials for the Adelphic Platform.

1.9. "Company Data" means the database of customer information pertaining to customers of Company or its Advertiser clients and the visitor information collected from Company or Advertiser from Media Properties via Tracking Pixels pursuant this Agreement.

1.10. "Feedback" means any suggestion or idea for improving or otherwise modifying any of Viant's products or services.

1.11. "Impression" means an instance of an Ad rendering on a Media Inventory and occurs when an Advertiser wins or purchases the Impression.

1.12. "Intellectual Property Rights" means copyrights (including moral rights), trademarks and registrations, and applications for registration thereof; computer software programs, data, and documentation; patents and patent applications; trade secrets, know-how, process, techniques, or designs; and any other proprietary rights relating to the foregoing.

1.13. "IO" means an insertion order under which Viant will deliver Ads, on a managed-service basis, on Media Properties for the benefit of Company.

1.14. "Laws" shall mean all applicable federal, state, and local laws, ordinances, regulations, codes, and industry best practices, including without limitation, the California Consumer Privacy Act ("CCPA"), and Self-Regulatory Principles as directed by the Digital Advertising Alliance ("DAA") and the Network Advertising Initiative ("NAI").

1.15. "Media Inventory" means the space available on the Publisher Media Property for the display of an Ad Impression.

1.16. "Media Property" means websites, applications, media players, games, portals, connected television devices, over-the-top services, digital out-of-home boards, emails, or other digital media properties.

1.17. "Personal Information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a consumer or household.

1.18. "Publisher" means the owner of the Media Property on which Company Ads may be displayed.

1.19. "SOW" means a statement of work.

1.20. "Subcontractor" means a party's contractors, consultants, third-party service providers, or agents.

1.21. "Tag" means the script that communicates with designated servers, requests transmission of the Ad from the servers, delivers the Ad for winning bids to the Media Inventory, and collects information about the advertising campaign.

1.22. "Tracking Pixels" means a type of Tag that is a small piece of computer code Viant provides to Company to be embedded in Publisher's Media Property to collect and supply data to Viant, on behalf of Company.

1.23. "Viant Data" means Viant's first-party consumer database and licensed third-party consumer databases used for audience insights and audience segments in the Adelphic Platform and in the execution, measurement, and analytics of advertising campaigns.

2. ACCESS TO SERVICES.

2.1. **Services**. Subject to the terms and conditions of this Agreement, Viant shall grant Authorized Users access to and use of the Adelphic Platform, and Viant Data, reports, and analytics contained therein, for Company's internal business purposes related to advertising campaigns, and perform services for Company, detailed in and pursuant to a duly-executed schedule, IO, SOW, or addendum (collectively, "Services"). Access to some features within the Adelphic Platform will require additional schedules or SOWs.

2.2. **Authorized Users**. The Adelphic Platform may only be accessed and used by Authorized Users. Company will not permit the sharing of log-in credentials between its employees or designees. Company is responsible for the

security of its Authorized User log-in credentials and the account activity of Authorized Users on the Adelphic Platform. Company shall immediately notify Viant of any compromise, breach, theft of any credentials, or unauthorized access to the Adelphic Platform.

2.3.   Restricted Activities - Platform. Company may not (i) misappropriate or otherwise commercially exploit any part of the Services; (ii) modify, disassemble, decompile, reverse engineer, copy, reproduce, or create derivative works from the Services; (iii) damage or tamper with any part of the Services; (iv) breach any Viant security measure; or (v) access the Services in order to (A) compete with Viant or build a competitive product or service, or (B) copy any ideas, features, functions, or graphs of the Services.

2.4.   Intellectual Property. Viant owns all right, title, and interest, including all Intellectual Property Rights in and to the Adelphic Platform, and any associated technology, software, data and documentation, including any outputs, improvements, modifications, upgrades, and enhancements made to it, and this Agreement does not grant Company any Intellectual Property Rights in the Adelphic Platform or any of its components. Viant reserves all rights not expressly granted to Company in this Agreement.

2.5.   Viant Data Rights. Except for the rights granted in this Agreement, as between Viant and Company, Viant holds all right, title, and interest to Viant Data. Company shall own all right, title, and interest to reports prepared for Company; Viant retains all right, title, and interest to underlying Viant Data used to prepare a report.

2.6.   Feedback Disclaimer. Viant has not agreed to and will not treat any Feedback that Company provides to Viant as Confidential Information (as defined below). Nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Viant's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Company. Feedback will not be considered Confidential Information.

3.   COMPANY DATA USAGE. (Applicable if Company Data is transferred to Viant)

3.1.   Transfer. For any Company Data transferred by Company to Viant, such data must be onboarded through the Adelphic UI or transferred by secure file transfer protocol or other Viant-approved secure delivery system. At Company's request, Viant shall provide Tracking Pixels to Company for any data to be collected through Company Media Properties.

3.2.   Company Data License. Subject to the terms and conditions of this Agreement, Company grants to Viant a revocable, non-exclusive license during the Term to reproduce, modify, and distribute the Company Data solely to provide Services to Company under this Agreement. Company grants Viant the right to collect the Company Data on Company's behalf by implementing Tracking Pixels.

3.3.   Company Data Rights. Except for the rights granted in this Agreement, as between Viant and Company, Company holds all right, title, and interest to Company Data and all data collected by Viant at the direction and on behalf of Company to fulfill this Agreement, such as data collected using Tracking Pixels.

3.4.   Restricted Activities - Data.
 3.4.1.   By Viant.
  3.4.1.1. Viant will not knowingly use or share Company Data for any purpose other than as necessary to provide the Services to Company,
  3.4.1.2. Viant will not knowingly give any of its employees or Subcontractors access to Company Data for any purpose, except as strictly necessary to provide the Services to Company in this Agreement,
  3.4.1.3. Viant will only collect the types and amounts of data from Media Properties specifically authorized by Company and/or that which is necessary to provide the Services requested by Company,

3.4.1.4. Viant Tracking Pixels will only contain code that exists to provide the Services to Company; and

3.4.1.5. Viant will not knowingly re-associate, re-identify, or manipulate the Company Data in any way such that it may be used to identify a person, device, or household.

3.4.2. By Company.

3.4.2.1. Company will not knowingly transfer Personal Information or data of minors under the age of 16.

3.4.2.2. Company will not knowingly transfer Personal Health Information, as defined by the NAI Code of Conduct, nor Protected Health Information, as defined by the Health Insurance Portability and Accountability Act ("HIPAA");

3.4.2.3. Company will not knowingly transfer Sensitive Data, as defined by NAI Code of Conduct; and,

3.4.2.4. Company will not knowingly transfer Personal Information or data of European Economic Area, Brazil, Russian, or Swiss residents to Viant without the written consent of Viant and a duly executed data protection agreement with Adelphic LLC.

4.   SECURITY MEASURES. With respect to the storage of Company Data, Viant has implemented and maintains an information security program that contains administrative, technical, and physical safeguards appropriate for its size and complexity, the nature and scope of its activities, and the sensitivity of any data at issue. Company warrants that it has implemented comparable security measures to safeguard campaign data containing Personal Information transferred from Viant to Company.

5.   ACCESS MANAGEMENT. To provide training, trafficking best practices and useful insights, quality assurance and troubling shooting of operational setup, and administrative support to Company, Viant will maintain an administrator user ("Administrator User") within Company's Adelphic Platform account. Access to the Administrator User is restricted to Viant customer support personnel. Company may delete the Administrator User at any time; however, Viant cannot trouble shoot issues requiring visibility into Company's account after the Administrator User is deleted.

6.   CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means, any and all information, regardless of whether it is in tangible form, disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Each Receiving Party shall use reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use or reproduction of the other party's Confidential Information. Confidential Information may be disclosed only to: (A) such employees and agents of the parties as may have a need to know such information in the course of their duties; (B) legal or financial advisors or potential acquirers of each the parties on a need to know basis; and (C) the applicable Publisher or Advertiser on a need to know basis; provided, that, in each case, such recipients are bound by ethical duties or confidentiality obligations at least as restrictive as those set forth herein. Confidential Information may also be disclosed if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information that are in the possession of Receiving Party.

7.   FEES AND PAYMENT TERMS.

7.1.   Fees. The schedules, IOs, and/or SOWs set forth the applicable fee structure for the Services. Rates for standard audience segments, certain advanced reporting and measurement, and add-on features vary and are available within the Adelphic UI. Payment obligations are non-cancelable and non-refundable.

7.2.   Invoices and Payment Terms. Unless otherwise set forth in a schedule, IO, or SOW, Company will pay Viant the fees within thirty (30) days of the invoice date. Late payments bear interest at the rate of 1.75% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Company is responsible for paying any sales, use, value added tax (VAT), ad valorem, import, excise, or other tax which may be imposed by the taxing authorities at Company's location. Company agrees to be fully responsible for and indemnify and hold Viant harmless from any such taxes and duties. Company will also pay reasonable expenses and outside attorneys' fees Viant incurs collecting late payments.

8.   TERM AND TERMINATION.

8.1.   Term. The term of the Agreement commences on the Effective Date and continues until terminated pursuant to the Termination section below ("Term").

8.2.   Termination. Each party may terminate this Agreement in the event of an uncured breach by the other party with ten (10) days' prior written notice; provided, however, that the breaching party can cure such breach within this ten (10) day notice period. Each party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party. Viant may terminate this Agreement, upon notice to Company, if it discontinues provisions of the Services with respect to all partners. Termination of any IO, SOW, or schedule entered pursuant to this Agreement is not considered a termination of the Agreement. Notice periods required for the cancellation of certain add-on reporting and analytics vary and are available in the Adelphic UI.

8.3.   Obligations on Termination. Upon termination of this Agreement for any reason, all rights granted hereunder and all obligations of Viant to provide the Services immediately terminate. Notwithstanding the foregoing, the following provisions will survive termination of this Agreement: (i) any obligation of Company to pay for services rendered prior to termination, (ii) Sections 5 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification), 12 (Governing Law), and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose. Each party will return or destroy all Confidential information of the other party and make no further use except as necessary to exercise its rights and fulfill its obligations arising out of or relating to this Agreement.

8.4.   Inactive Accounts and Data Minimization. Viant reserves the right to delete data and decommission Authorized User log-in credentials six months after the end of Company's last active campaign or account inactivity, where there are no future campaign commitments.

9.   REPRESENTATIONS AND WARRANTIES.

9.1.   Each party represents and warrants that:
   9.1.1.   It is an entity duly organized and validly existing under the laws of its state of organization,
   9.1.2.   It has the required power and authority to enter into this Agreement and to perform its obligations under this Agreement,
   9.1.3.   It has the rights necessary to grant the licenses and permissions set forth in this Agreement,
   9.1.4.   The execution of this Agreement and performance of its obligations do not and will not violate any other agreement to which it is a party,
   9.1.5.   When signed by both parties, this Agreement constitutes a legal, valid, and binding obligation,
   9.1.6.   It will abide by all Laws applicable to it,
   9.1.7.   It has provided individuals with appropriate notice, opportunity to opt-out, and, if necessary, obtained appropriate opt-in consent from the individual to use the data provided for the purposes under this

Agreement, or obtained contractual assurances from applicable advertisers or Subcontractors that each has done so; and

9.1.8. It shall post (or, in the case of an Agency, require its Advertiser client(s) to post) on its respective Media Properties a privacy policy that follows all applicable Laws, and that adequately sets forth such party's data collection and use, including (if applicable) the use of data collection code and other data technology collection practices requested by Company under this Agreement.

10. DISCLAIMERS.

10.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, VIANT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. COMPANY ACCEPTS THE ADELPHIC PLATFORM "AS-IS" AND ACKNOWLEDGES THAT VIANT DOES NOT WARRANT AGAINST INTERFERENCE WITH ENJOYMENT OF THE SERVICES, THAT THE SERVICES ARE ERROR-FREE OR THAT THE OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. VIANT MAKES NO EXPRESS OR IMPLIED GUARANTEES, REPRESENTATIONS, OR WARRANTIES WITH RESPECT TO THE REVENUE TO BE GENERATED OR PLACEMENT OF ADS USING THE SERVICES. VIANT DISCLAIMS ALL LIABILITY ARISING FROM COMPANY'S USE OF THE ADELPHIC PLATFORM AND SERVICES EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING FROM ADS AND MEDIA INVENTORY. COMPANY WILL NOT MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF VIANT TO ANY THIRD PARTY.

11. LIMITATION OF LIABILITY.

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OR TYPE OF CLAIM: EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, COMPANY'S PAYMENT OBLIGATIONS, OR A PARTY'S INTENTIONAL MISCONDUCT (COLLECTIVELY, "EXCLUDED CLAIMS"), NO PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THE DAMAGES ARE POSSIBLE. IF COMPANY IS AN AGENCY, VIANT SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY AGREEMENTS BETWEEN COMPANY AND ADVERTISER NOR FROM THE FAILURE OF A CAMPAIGN TO ACHIEVE ANY CAMPAIGN OR PERFORMANCE METRICS. EXCEPT FOR SUCH EXCLUDED CLAIMS, A PARTY'S MAXIMUM AGGREGATE LIABILITY HEREUNDER WILL NOT EXCEED TWO TIMES THE AMOUNT PAID OR PAYABLE BY COMPANY TO VIANT IN THE PRIOR 12 MONTHS.

12. INDEMNIFICATION.

12.1. **Indemnification by Viant**. Viant shall indemnify Company and its officers, directors, employees, and agents (each, a "Company Indemnified Party") against all damages, losses, and liabilities resulting from any third-party claim, allegation, or legal action (a "Claim") arising from or in connection with (i) a breach of Section 3.4 (Restricted Activities – Data) of this Agreement or (ii) Viant's infringement or misappropriation of a third-party intellectual property right, by reason of the use of the Viant software and other technology used to provide the Services to Company (excluding infringement or misappropriation relating solely to a Company Ad). Viant's indemnification obligation under this section will not apply to Claims arising from (A) Company's use of the Services in violation of this Agreement, or (B) the combination, operation, or use of the Services with any product or service not provided or authorized in writing by Viant. If the Services become, or in Viant's reasonable opinion are likely to become, the subject of an intellectual property infringement Claim, then Viant will notify Company and, at its sole option and expense, may either: (x) procure the right to continue providing the Services as contemplated by this Agreement; (y) modify the Services to render it non-infringing (provided that modification does not adversely affect use of the Services); or (z) replace the Services with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each party will have the right to terminate this Agreement. Further, Viant shall indemnify the Company Indemnified Party against any damages awarded or paid in connection therewith, including the reasonable attorneys' fees and expenses. The provisions of this Section state the sole liability of Viant, and the sole remedy of Company, with respect to any third-party Claim.

12.2.   Indemnification by Company. Company shall indemnify Viant and its officers, directors, employees and agents (each, a "Viant Indemnified Party") from and against all damages, losses, and liabilities from any Claim arising from or in connection with: (i) any breach by Company of its obligations, representations, and warranties under this Agreement; (ii) Company's use of the Services in violation of this Agreement; or (iii) any materials contributed by Company for the use of the Services that violate this Agreement, including Ads and Company Data. Further, Company shall indemnify each Viant Indemnified Party against any damages awarded or paid in connection therewith, including the reasonable attorneys' fees and expenses.

12.3.   Indemnification Procedures. The indemnifications obligations hereunder are subject to the following: the indemnified party ("Indemnitee") must (i) promptly notify the indemnifying party ("Indemnitor") in writing of the third-party Claims (provided that failure of the Indemnitee to promptly notify the Indemnitor will not relieve the Indemnitor of its indemnification obligations, except to the extent it has been materially prejudiced by the failure); (ii) reasonably cooperate with the Indemnitor in the defense of the matter; and (iii) give the Indemnitor primary control of the defense of the matter and negotiations for its settlement. The Indemnitee may, at its expense, join in the defense with counsel of its choice. The Indemnitor may enter into a settlement only if it (A) involved only the payment of money damages by the Indemnitor, and (B) includes a complete release of the Indemnitee; any other settlement will be subject to written consent of the Indemnitee, not to be unreasonably withheld or delayed.

13.   GOVERNING LAW AND DISPUTE RESOLUTION.

13.1.   Governing Law. This Agreement is governed by the laws of the State of California, without reference to any conflicts of law principles that would apply the substantive laws of another jurisdiction to the parties' rights or duties.

13.2.   Dispute Resolution. The parties agree that all disputes, claims, or controversies arising out of or relating to this Agreement ("Disputes") will be determined by binding arbitration in Los Angeles County, California before a single, neutral arbitrator who is a former or retired district court or appellate court judge of a United States District Court or United States Court of Appeals located in the State of California with at least three (3) years of experience adjudicating or handling matters related to the subject matter area of the Dispute. The parties shall share equally the costs of arbitration, including costs of transcribing the arbitration, but each party shall bear its own attorneys' fees and related costs, unless otherwise provided by law or statute. The parties agree that the binding arbitration will be conducted under the Comprehensive Arbitration Rules & Procedures of JAMS, including Rules 16.1 and 16.2.

14.   MARKETING AND PUBLICITY. Subject to the terms and conditions of this Agreement, each party grants to the other party non-exclusive and non-transferable permission to use such party's name and/or logo ("Trademarks") for use on such other party's websites, promotional materials, and marketing collateral solely in conjunction with such other party's relationship hereunder. Each party agrees that: (a) it will not use or display the other party's Trademarks in a manner that, in the reasonable opinion of the owner of the Trademarks, is defamatory, misleading, libelous, obscene, or otherwise damaging to the reputation or goodwill associated with such party's Trademarks; (b) its use of the other party's Trademarks will comply with any guidelines that may be provided in writing by the owner of the Trademarks; (c) its use of the other party's Trademarks will solely inure to benefit the owner of the Trademarks; and (d) it does not acquire any right, title, or interest in the other party's Trademarks or the goodwill associated therewith. Such permission to use the Trademarks is revocable upon 30 days written notice to the other party, unless there is a violation of the terms above, in which the permission may be immediately revocable. Except as expressly granted herein, each party owns and retains all right, title, and interest to its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, and trade secrets currently used, or which may be developed and/or used in the future.

15.   GENERAL.

15.1.   Conflicts. In the event of any inconsistency or conflict between this Agreement and an IO, SOW, or schedule, the terms of this MSA will govern. In addition, no IO, SOW, schedule, or other attachment incorporated into this Agreement after execution of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

15.2.   Force Majeure. Excluding Company's payment obligations, neither party will be liable for or considered to be in breach of this Agreement because of any delay or failure to perform its obligations due to acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or any cause or condition beyond such party's reasonable control.

15.3.   Assignment. Neither party may assign this Agreement, in whole or in part, without the prior consent of the other party, whose consent shall not be unreasonably be withheld or delayed. Any attempted assignment without such written consent is null and void. Notwithstanding the foregoing, either party may assign this Agreement without securing prior consent to any Affiliate or to any successor of such party by way of merger, consolidation, reorganization, or in connection with the acquisition of at least a majority of the business and assets of the assigning party, provided that: (a) the assignor provides the assignee with written notice when such transaction becomes public; (b) the successor assignee agrees in writing to be bound by the obligations set forth herein; and (c) the assignor is not in material breach or default of this Agreement at the time of the assignment. Except to the extent forbidden in this Section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

15.4.   Equitable Relief. Nothing in this Agreement will limit a party's ability to seek equitable relief.

15.5.   Entire Agreement. This Agreement and any schedules, IOs, SOWs, and addenda subsequently executed pursuant to this Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Neither party has relied upon any such prior or contemporaneous communications. This Agreement may only be modified or amended in writing signed by a duly authorized representative of each party.

15.6.   Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

15.7.   Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, it will be interpreted to best accomplish the unenforceable provision's essential purpose to the maximum extent permitted by applicable law, and the remaining provisions will remain in full force and effect.

15.8.   Subcontractors. Each party is liable for the acts and omissions of its Subcontractors.

15.9.   Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.10.   Relationship of the Parties. The parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture. Neither party may make commitments on the other's behalf.

15.11.   Export Control. Company shall not: (a) permit any third party to access or use the Adelphic Platform; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Company shall not permit any third party to access or use the Adelphic Platform in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

15.12.   Counterparts, Electronic Signature, and Delivery. This Agreement may be executed in counterparts, which together constitute one valid and binding Agreement, and delivery of the counterparts may be affected by means of email transmission of a handwritten or digital signature of an authorized signatory of each party. Each party agrees

that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

15.13.   **Notices**. Notices under this Agreement must be in writing and deemed given (i) on the date delivered, if delivered by personal delivery; (ii) on the date delivered, if delivered by email and the receiving party acknowledges in a return email its receipt of the notice; or (iii) on the date mailed, if sent by courier or registered or certified mail. Notice by email requires acknowledgement of receipt. Notices to Viant shall be sent to Viant Legal Notices. Notices to Company shall be sent to Company Legal Notices.

AGREED AND ACCEPTED BY:

Viant US LLC   **[Company]**

                                                        Signature:

Signature:

Name: Name:

Title: Title:

Date: Date: