

CONSENT MANAGEMENT PLATFORM PARTNER PROGRAM AGREEMENT

This Consent Management Platform Partner Program Agreement (“**Agreement**”) is entered into by Google and the entity executing or accepting this Agreement (“**Company**”). “Google” means either (i) Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland, if Company’s principal place of business is in any country within Europe, the Middle East, or Africa (“**EMEA**”), (ii) Google Asia Pacific Pte. Ltd., with offices at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371, if Company’s principal place of business is in any country within the Asia Pacific region (“**APAC**”), or (iii) Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, if Company’s principal place of business is in any country in the world other than those in EMEA and APAC. This Agreement governs Company’s participation in the Program (as defined below) and will be effective as of the date Partner clicks to accept this Agreement (“**Effective Date**”). This Agreement supersedes any other agreement for the Consent Management Platform Partner Program between Company and Google, including Google LLC, executed prior to Effective Date. If you do not have the legal authority to bind Company, please do not click to accept this Agreement.

1. Definitions

- a. “**Affiliate**” means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party.
- b. “**Brand Features**” means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of a party.
- c. “**Company Products**” means Company’s products and/or solutions offered in connection with the Program, including those that may be available on the Google Tag Manager Community Template Gallery.
- d. “**Confidential Information**” means information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential (e.g., product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, or was independently developed by the recipient without reference to the discloser’s confidential information.
- e. “**Consent Mode**” means the Google product and solution that allows customers to adjust how their Google tags behave based on the consent status of their users and enables modeling for gaps in conversions.
- f. “**Google Products**” means Consent Mode, Google Tag Manager, Google Tag Manager 360, the Google Tag Manager Community Template Gallery, Google Analytics, Google Analytics 360, Google Ads, Search Ads 360, Display & Video 360 and/or any other products and services as they relate to the Program.
- g. “**Google Product Terms**” means the terms and conditions, as applicable and as updated from time to time, governing the Google Products intended to be used in connection with, or to which Company may have access to in connection with, the Program.
- h. “**Partner Criteria**” means the criteria identified by Google required for participation in the Program, including any criteria for any corresponding partner tiers (e.g., bronze,

silver or gold) and/or any Program sub-classes or types, as provided to Company in writing and amended by Google from time to time.

- i. **“Trademark Guidelines”** means Google’s guidelines for third party use of Google Brand Features, located at the following URL: <https://about.google/brand-resource-center/> (as the content at such URL and the URL itself may be updated or modified by Google from time to time) as well as any other guidelines Google may provide Company in this regard.
- j. **“Term”** means the period commencing on the Effective Date and ending upon termination of this Agreement.
- k. The word ‘including’ will mean ‘including but not limited to.’

2. Program Participation.

- a. This Agreement governs Company’s participation in the Google Consent Management Platform Partner Program (**“Program”**), which enables Google client use of Consent Mode, among other Google Products.
- b. Google will audit Company’s consent management platform (**“CMP”**) against the Partner Criteria. Upon acceptance of this Agreement and compliance with the Partner Criteria to Google’s satisfaction, Google will designate Company as a third party consent management platform partner (**“CMP Partner”**) under the Program, including its designated partner tier thereunder (as applicable), and Company will be permitted to participate in the Program.
- c. Program participation is subject to Company’s compliance with: (i) the terms and conditions of this Agreement; (ii) the Partner Criteria; and (iii) all Program policies, specifications and any other guidelines as provided by Google, as updated from time to time (the **“Policies”**).
- d. Without limiting Section 10 (Inspection for Compliance), every six months (at fixed calendar periods) and at any time following a change to the Partner Criteria, Google will be permitted to re-audit Company’s CMP to assess Company’s compliance with the terms of this Agreement, any Policies and the Partner Criteria. Company will provide such reasonable support as requested by Google to conduct such a re-audit. If any re-audit identifies any non-compliance with the Policies, Partner Criteria and/ or this Agreement, Company will be required to remedy such non-compliance without undue delay in accordance with Google’s instructions and Google reserves the right to suspend Company’s participation in the Program until such non-compliance is remedied or otherwise modify Company’s designated tier, as applicable.
- e. Google reserves the right to change, suspend or discontinue all or any aspect of the Program and/or the Partner Criteria (including any partner tiers therein) at any time and for any reason, without liability. If Google materially changes the Partner Criteria, it will notify Company of such change and may re-audit Company, within a timeframe to be decided by Google, in accordance with the updated Partner Criteria. Company’s continued participation in the Program and CMP Partner status (including designated tier) is subject to Company’s compliance with such updated Program and Partner Criteria.
- f. Company acknowledges that failure to satisfy the Partner Criteria or to comply with the terms of this Agreement, including any Policies, will result in Company’s participation in

the Program and CMP Partner status being revoked and Google will be permitted to reflect such revocation in its publicly available resources related to the Program.

- g. For clarification, Google's designation of Company's CMP as a CMP Partner (i) is granted on a "per entity" basis, meaning that such approval and the licenses hereunder apply solely to Company; and (ii) does not apply to any Affiliate of Company, unless such Affiliate has also been approved separately by Google to participate in the Program.
- h. For clarification, in designating Company as a CMP Partner, Google provides no commitment or assurance, express or implied, that Company or its CMP complies fully with applicable law.

3. Marketing Responsibilities; Optional Activation Payments.

- a. Google and Company will cooperate in marketing activities and onboarding of Clients onto Consent Mode and any related Google Product, including the following: Google may promote the Program to Clients, and Company will reasonably participate in such promotion upon Google's request (including participating in pitch meetings), provided that Company will not be responsible for any expenses related to such promotion without its prior written approval. Company may promote the Program using marketing collateral approved by Google.
- b. By accepting the terms of this Agreement and being designated as a CMP Partner hereunder, Company may be eligible to receive payments for certain client activations from Google ("**Activation Payments**"). Google will communicate further details, including any specific terms and conditions, how to opt-in to Activation Payments, and any relevant deadlines for doing so, in writing (including email). This opt-in may be available via questionnaire or other designated document that Company may be required to complete in connection with the Program. Company acknowledges that Google offers Activation Payments under this Agreement at its sole discretion and that it may suspend or terminate any such payments for CMP Partners at any time and for any reason, including ceasing Activation Payments entirely for the Program or for Company due to Company's non-compliance with Section 2(c) hereunder. If Company opts into Activation Payments and later desires to opt-out from such payments, Company must provide Google written notice (email sufficing to cmp-partner-program@google.com) of such intent and Google will use reasonable efforts to cease any applicable payments before the next payment date.

4. Service Level Obligations. As it relates to the Program and any related Company Products, Company will provide to Google and its customers the level of service corresponding at least to its tier placement.

5. Licenses.

- a. Company grants to Google a royalty-free, worldwide, irrevocable, perpetual, non-exclusive right and license to, and to permit others to, copy and otherwise use (i) documentation and materials for Company Products and integrations related to the Program and Google Products, as provided by Company ("**CMP Documentation**"), and

- (ii) the Company's Brand Features, in each case, in connection with the Program, including use in videos, printed brochures, websites, emails, newsletters and blog posts.
- b. To the extent a Company Product is made available on the Google Tag Manager Community Template Gallery (available at tagmanager.google.com/gallery or such other url as provided by Google), Company grants to Google and its Affiliates a royalty-free, worldwide, irrevocable, perpetual, non-exclusive right and license to copy and otherwise use the Company Product for administrative and demonstration purposes in connection with the operation and marketing of the Program and this Agreement.
- c. Google grants to Company a worldwide, revocable, nonexclusive, royalty-free, and non-sublicensable license during the Term to display Google's Brand Features to the extent provided by Google to Company under this Agreement solely for the purpose of Company's marketing of the Program, subject to, and in accordance with this Agreement and the Trademark Guidelines.
- d. As between the parties (i) Company retains all rights in the Company's CMP Documentation and Brand Features (except for the license rights granted in this Agreement); and (ii) Google retains all rights in Google's Brand Features and all content used or created in connection with the Program (except for the license rights granted in this Agreement).

6. Termination; Cancellation.

- a. Either party may terminate this Agreement with or without cause at any time upon a thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, Google may, at any time, immediately terminate this Agreement if (i) Company has breached any provision of this Agreement; or (ii) Google decides to no longer provide the Program or a portion thereof.
- b. Upon any termination or suspension of this Agreement, (i) Company will no longer be permitted to participate in the Program and (ii) Company must cease to make any representations in connection with this Agreement and the Program. Following termination, those terms that by their nature are intended to continue indefinitely will continue to apply, including Clauses 5(a), 5(b), 6, 7, 12, 13, 14, 15 and 16.

7. Confidentiality. Neither party will use or disclose any Confidential Information of the other party without such party's prior written consent except for the purpose of performing the applicable party's obligations under this Agreement or if required by law, regulation, or court order (in which case, the applicable party will give the other as much notice as is reasonably practicable before disclosing the Confidential Information to provide the other party the opportunity to seek a protective order of the equivalent). Each party must use reasonable care to protect any Confidential Information received from the other party, and will not disclose such information, except to employees who need to know it and who are obligated to keep such information confidential. Nothing in this Agreement, including in this clause, prevents any party from raising issues of non-compliance with the law with any relevant public authority.

8. Data. Except as expressly permitted by Google under a Google program, product or service feature, Company will not use any automated means (e.g., scraping or robots) to access, query or otherwise collect information from Google, the Program or any other Google program,

product or service, or any website owned or operated by Google or a Client that uses Google Products.

9. Privacy Policies.

- a. Company must maintain a legally acceptable privacy policy that provides notice of Company's data collection practices, including Company's use of a cookie, web beacon or other tracking mechanisms.
- b. To the extent the Program makes available Company Products, Company agrees to protect the privacy and legal rights of Clients that are Company Product users. If such users provide Company with, or Company Product accesses or uses, user names, passwords, or other login information or personal information, Company must make the users aware that the information will be available to Company Product, and must provide legally adequate privacy notice and protection for those users. Further, Company Product may only use that information for the limited purposes for which the user has given Company permission to do so. If Company Product stores personal or sensitive information provided by users, it must do so securely and only for as long as it is needed. But if the user has opted into a separate agreement with Company that allows Company or Company Product to store or use personal or sensitive information directly related to Company Product (not including other products or applications) then the terms of that separate agreement will govern Company's use of such information.
- c. To the extent Google provides Company with prospective leads of clients potentially interested in the Program and/or its CMP Partners ("**Lead Information**"), Company (i) may only use such Lead Information for the purpose of marketing and promoting the Program and its Company Products (unless Company obtains consent from the client to use such Lead Information for other purposes); and (ii) must immediately delete such Lead Information if instructed to do so by the client or Google.
- d. In relation to any personal data contained therein ("**Lead Information Personal Data**"), Google and Company agree to the Google Ads Controller-Controller Data Protection Terms (available at <https://business.safety.google/adscontrollerterms/>) ("**Controller Terms**") subject to the following amendments to the Controller Terms: (i) the definition of "Controller Services" given in the Controller Terms shall be amended to refer only to the services known as "Consent Management Platform Partner Program"; and (ii) the definition of "Controller Personal Data" given in the Controller Terms shall be amended to refer only to the Lead Information Personal Data. For purposes of this Section, 'personal data' has the meaning given in the Controller Terms.

10. Inspection for Compliance. Notwithstanding Section 2(d) herein, Google reserves the right in its sole discretion to audit CMP Documentation and investigate any activity hereunder in order to ensure Company's compliance with the terms of this Agreement. Upon 5 business days prior written notice or as mutually agreed upon by the parties in writing (email being sufficient), during normal business hours and without unreasonably interfering with Company's normal business operations, Google may inspect Company's integration of the Google Products and other pertinent technology, in each case, to the extent relevant to Company's use or participation in the Program and Company's obligations under this Agreement. The audit will be conducted at Google's expense and will be conducted a reasonable amount of

time(s) per year (unless an audit reveals noncompliance with any of the terms of this Agreement, in which case such audit will not be counted toward the limit). For the sake of clarity, no inspection conducted by Google under this Section 10 will relieve Company of any of its obligations under this Agreement.

11. Company Products. Company will be solely liable and responsible (a) to Clients or users to whom Company provides its Company Products, (b) for support and maintenance of Company Products, and (c) for addressing any complaints related to Company Products. Company's support contact information, which Company will provide to Google in the manner specified by Google prior to providing Company Products to Clients under the Program, may be posted, subject to Google's sole discretion, on the Program website or otherwise be made available for customer support purposes. Company acknowledges and authorizes Google to display and make available such data to Clients.

12. Limitations of Liability.

- a. Nothing in this Agreement excludes or limits either party's liability for: (i) fraud or fraudulent misrepresentation; (ii) breach of Section 7 (Confidentiality); (iii) obligations under Section 14 (Indemnification); (iv) matters that cannot be excluded or limited under applicable law.
- b. EXCEPT AS STATED IN SECTION 12(a) (LIMITATIONS OF LIABILITY): (i) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AND (ii) NEITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED \$1,000. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S EXCLUSIVE REMEDY FOR BREACHES OF THIS AGREEMENT WILL BE MONETARY DAMAGES, EXCEPT THAT EITHER PARTY MAY SEEK INJUNCTIVE RELIEF IN CONNECTION WITH BREACHES OR POTENTIAL BREACHES OF CONFIDENTIALITY UNDER SECTION 7 (CONFIDENTIALITY).

13. Representations and Warranties.

- a. Company represents and warrants that: (i) it has full power and authority to enter into this Agreement and has and will retain all necessary rights to grant the licenses in Section 5 (Licenses); (ii) all of the information provided by Company to Google to enroll in the Program is complete, correct and current; (iii) Company has complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including any applicable data protection or privacy laws) in Company's performance under this Agreement and participation in the Program; (iv) Company will not, and will not assist or knowingly permit any third party to: (A) engage in or promote any unlawful, infringing, defamatory or otherwise harmful activity (including the delivery of malware, spyware or other code onto the Google network which could alter or disrupt any program, product, service or device); (B) disable, interfere with or circumvent any aspect of the Program; (C) upload any data to Google under the Program that personally identifies an individual (such as a name, email address or billing information) or other data which can be reasonably linked to such information by Google; or (D)

access any other Google programs, products or services in a manner that violates their respective terms.

- b. GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED "AS IS" AND COMPANY'S PARTICIPATION IS AT ITS OPTION AND RISK AND GOOGLE DOES NOT GUARANTEE ANY RESULTS.

14. Indemnification. Company will defend, indemnify and hold harmless Google, its agents, Affiliates, directors, officers, employees and applicable third parties (e.g., relevant partners, licensors, licensees, consultants and contractors) from any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees) arising out of or related to (a) Company's Brand Features, (b) Company's use of Google's Brand Features, and (c) Company's breach of this Agreement.

15. Prohibitions. Company will not engage in any activity in connection with its participation in the Program, including the development or publication of products or other materials, that violates the Policies, causes users to violate the Google Product Terms and conditions, or that:

- a. knowingly violates a third party's terms of service;
- b. violates any applicable laws or regulations;
- c. modifies, adapts, translates, prepares derivative works from, decompiles, reverses engineer, disassembles or otherwise attempts to derive source code from any Google programs, products, services, software, or documentation, or creates or attempts to create a substitute or similar service or product through use of or access to the Program or Google Confidential Information;
- d. infringes on the intellectual property rights of others;
- e. engages in unclear, deceptive, or harassing sales practices, including with respect to the Google Products;
- f. misrepresents Company's relationship with Google;
- g. makes improper guarantees to (i) clients, and (ii) potential clients (collectively, (i) and (ii) are referred to as "**Clients**") about Google, the Program, Company's status in the Program and/or the Google Products;
- h. causes, directly or indirectly, Clients to violate their agreements with Google or third parties;
- i. misrepresents the certification stream (if any) and/or jurisdiction (if any) for which Google has certified Company; and
- j. improperly uses Google marketing materials.

16. General Legal Terms

- a. **Notices.** Google may modify this Agreement from time to time upon 30 days' notice to Company. All notices of termination or breach must be in English, in writing and addressed to the other party's Legal Department. The address for such notices to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

- b. **Assignment; Change of Control.** Company may not assign or transfer any part of this Agreement without Google's prior written consent. Any other attempt to transfer or assign is void. Upon the earlier of (i) Company entering into an agreement providing for a change of control (for example, through a stock purchase or sale, merger, asset sale, liquidation or other similar form of corporate transaction), (ii) Company's board of directors recommending its shareholders approve a change of control, or (iii) the occurrence of a change of control (each, a "**Change of Control Event**"), Company will provide notice to Google promptly, but no later than seven calendar (7) days, after the occurrence of the Change of Control Event. Google may terminate this Agreement by sending notice to Company and the termination will be effective upon the earlier of delivery of the termination notice or three calendar days after receiving the Change of Control Event notice from Company.
- c. **Governing Law.** (a) If Company's principal place of business is located in the United States or Canada: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. (b) If Company's principal place of business is located in a country other than the United States or Canada, unless prevented by applicable laws: (i) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES. (ii) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("**Rules**"). (iii) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. (iv) Any party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. (v) Any party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Agreement. (vi) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over any party or any of its property. (vii) Any arbitration conducted under this Agreement will be considered Confidential Information, including the existence of the arbitration, any information disclosed during it, and any oral communications or documents related to it. The parties may also disclose such information to a competent court as may be necessary to file any order or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). (viii) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the

prevailing party for these fees. (ix) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

- d. **Entire Agreement.** This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter.
- e. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- f. **Severability.** If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- g. **Equitable Relief.** Nothing in this Agreement will limit a party's ability to seek equitable relief.
- h. **No Third Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- i. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- j. **No Agency.** This Agreement does not create any agency, partnership or joint venture between the parties.