

THIS AGREEMENT GOVERNS YOUR PROVISION OF SERVICES TO MOLOCO. BY CLICKING A BUTTON OR BOX INDICATING ACCEPTANCE OF THIS AGREEMENT OR EXECUTING AN SOW THAT REFERENCES THIS AGREEMENT, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (SUCH AS THEIR EMPLOYER), SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE "COMPANY" REFERS TO SUCH ENTITY AND ITS AFFILIATES.

**MASTER
SERVICES AGREEMENT**

This Master Services Agreement, including its SOWs, exhibits, incorporated online terms, and any other Moloco policies referenced herein (collectively, the "Agreement" or "MSA") effective as of the effective date of the first statement of work signed by Company incorporating this Agreement (the "**Effective Date**"), is made by and between Moloco, Inc. and its Affiliates, with its principal place of business located at 601 Marshall Street, 5th Floor, Redwood City, CA 94063 ("**Moloco**"), and the company, and its Affiliates, named as the signatory on the applicable SOW ("**Company**") (each a "**Party**" and collectively the "**Parties**"). "**Affiliates**" means an entity controlling, controlled by, or under common control of a Party.

AGREEMENT

Company desires to provide certain services to Moloco, and Moloco desires to obtain the services of Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Services.

- (A) Services and Scope. Company shall provide to Moloco the services (the "**Services**") set forth in separate statements of work (each, an "**SOW**") to be mutually agreed upon between the Parties. Each SOW will contain detailed descriptions of the Services and the work to be performed, including schedules, deliverables, and compensation for each Service, and will be incorporated into this Agreement by reference. Company shall additionally perform any and all tasks and duties associated with the SOW set forth above, including but not limited to, work already being performed or related change orders. Company shall notify Moloco immediately in writing of any delay or anticipated delay in its performance of any and all tasks and duties associated with the SOW, and any such delays shall not entitle Company to additional compensation. Company shall not be entitled to engage in any activities for Moloco that are not expressly set forth by this MSA. Company shall provide each deliverable required under any SOW for acceptance by Moloco. The terms and conditions of this MSA will govern all SOW(s) and the Services. Moloco shall have no liability arising from nor shall Moloco be obligated to pay for any services performed without an effective SOW signed by each of Moloco and Company.
- (B) Changes. Company will use commercially reasonable efforts to perform the Services in accordance with the requirements as set forth in the applicable SOW. Either Party may request a change to the scope of the SOW, including a technical summary, associated costs, and schedule impacts. Any change in scope must be in writing and approved by Moloco and must be signed by both Parties. For the avoidance of doubt, Moloco, in its sole discretion, shall decide whether to accept or reject any change in scope requested by Company.
- (C) Moloco Data. Any reports, statistical analysis, and/or data compilations (including online and printed versions) collected, received, produced, or otherwise generated as part of the Services which may contain data applicable to Moloco's personnel, statistical and analytical data, Moloco's customer's or prospect's data, corporate financial information, or other business information ("**Moloco Data**"). Moloco shall own all Moloco Data, and Moloco hereby grants to Company a limited right and license to use and manipulate Moloco Data for the sole and exclusive purpose of: (i) compiling and generating reports, statistical analysis, and/or data compilations (online and printed versions) under this MSA ("**Moloco Reports**"); and (ii) providing Services to Moloco under this MSA.
- (a) Company shall, in connection with its provision of the Services, be solely responsible for: (i) the damage, theft, and any risk of loss for all Moloco Data in Company's possession, care, custody or control; (ii) compliance with the Company Information Security Requirements set forth in Exhibit 3; and (iii) such other obligations as set forth in this Agreement.
- (D) Moloco Infrastructure. Moloco will provide Company with access to websites, systems, environments, databases, infrastructure and other Moloco web sites or portals (collectively the "Moloco Infrastructure") necessary to provide the Services. Company shall comply with any requirements regarding access to and use of the Moloco Infrastructure.

In providing Company access to the Moloco Infrastructure, Moloco will assign to Company login credentials for Company's use of the Moloco Infrastructure. Company shall be responsible for controlling use of such login credentials, including access to such login credentials by Company's employees. Company shall protect the privacy and security of such login credentials, the Moloco Infrastructure, and shall immediately notify Moloco of any unauthorized use of the login credentials or any other breach of security. Company may not alter, modify, adapt, translate, decompile, disassemble, reverse engineer, or create derivative works of the Moloco Infrastructures. Company shall not permit access by any third parties or assign or transfer access to the Moloco Infrastructure or use the Moloco Infrastructure except as specifically contemplated by and set forth in this MSA. Unauthorized use of the Moloco Infrastructure by Company as set forth herein is a material breach of this MSA and shall be subject to immediate termination of this MSA. Moloco shall not be liable for any loss or damage arising from unauthorized use of any login credentials issued to Company or Company's failure to comply with the provisions set forth herein.

- (E) Third Parties. Company is expressly prohibited from using any third party to perform the Services without Moloco prior written consent. If Company receives prior written consent from Moloco, Moloco agrees that Company may engage third party contractors to assist with the

provision of Services under this MSA, and Moloco hereby grants Company the right to disclose Moloco Data to such third party contractors for such purpose, provided that such third party contractors are bound by confidentiality and non-disclosure restrictions at least as protective of Moloco Data and any Confidential Information of Moloco as are set forth in this MSA. Company shall be fully liable for the actions, omissions, obligations, and inactions of any third party engaging in the Services as if such actions or inactions of the third party were Company's own.

- (F) Company will perform all Services only through its regular, full-time employees and through subcontractors approved in advance in writing by Moloco (Company's employees and approved subcontractors, if any, are referred to collectively as the "Personnel"). Company acknowledges and agrees that all Personnel are subject to Moloco's continuing acceptance and that Moloco expressly reserves the right at any time to reject any Personnel. To the extent that any Personnel are required to perform Services at a Moloco facility, Company will first ensure that such Personnel have been informed of Moloco's workplace, computer and security policies and procedures, and will comply with such policies and procedures at all times. From time to time, the parties may designate in an SOW one or more Company employees with specialized skills, knowledge, or technical expertise to perform Services hereunder (each such employee is referred to as a "Key Person"). Company acknowledges and agrees that the availability and commitment of all such Key Persons is critical to Company's successful performance of Services. Accordingly, Company agrees that it will not reassign, remove, or replace any Key Person from the performance of Services without Moloco's express prior written consent. If, because of incapacitation or resignation, any Key Person becomes unavailable for the performance of Services, Company will use its best efforts to replace such Key Person with a person of equal or better qualifications. The replacement person will be subject to Moloco's prior written approval, which approval will not be unreasonably withheld or delayed.

2. Compensation.

- (A) **Prices.** All Services shall be charged as mutually agreed upon between the parties in a SOW. Authorized out of pocket and travel costs preapproved by Moloco in writing shall be reimbursed in accordance with Moloco's Supplier Travel Requirements Policy. If additional funding beyond the estimated price is necessary, Company will notify Moloco as soon as practicable, and the Parties will mutually agree on the amount of such additional funding.
- (B) **Invoicing and Payment; Disputed Amounts.** Company will invoice Moloco for Services performed in accordance with the schedule set forth on each SOW. Moloco shall pay all invoices within 60 calendar days of receipt of the applicable invoice. Additional payment and billing terms may be included in a SOW. Company acknowledges and agrees that, if specified in the SOW, Moloco's payment obligation will be expressly subject to Company's completion or achievement of certain milestones to Moloco's reasonable satisfaction. If Moloco disputes a Company invoice or any portion thereof, Moloco shall pay the undisputed portion of such invoice and Moloco shall notify Company with written justification on the disputed portion within 60 days of the date of Company's invoice. The parties shall attempt to resolve all such disputes in good faith. Unless otherwise specified in an SOW, Moloco will not reimburse Company for any expenses incurred by Company in connection with performing Services.
- (C) **Taxes; Shipping Costs.** Company is responsible for including all sales, use, excise, or similar taxes, arising from orders placed and performed under the MSA, unless otherwise specifically stated in the SOW.

3. Confidentiality and Proprietary Rights.

- (A) **Confidential Information.** This MSA (including the existence and the subject matter of this MSA and each SOW) and any confidential information Moloco may from time to time communicate to Company shall be deemed "**Confidential Information.**" "**Confidential Information**" means any technical or business information disclosed by Moloco (the "**Disclosing Party**") to Company (the "**Receiving Party**"), whether orally or in writing, including information about the Moloco's properties, employees, finances, product plans, strategies, inventions, techniques, machine learning models and architecture, know-how, businesses, and operations. Additionally, Confidential Information shall include all notes, analyses, compilations, studies, interpretations, or other documents prepared by the Receiving Party or any of its Personnel, which contain, reflect, or are based upon, in whole or in part, the information furnished to the Receiving Party or any of its Personnel by the Disclosing Party or any of its Personnel.

The Receiving Party shall: (i) hold Confidential Information received from the disclosing Party in confidence; (ii) use Confidential Information only for the purpose of performance under the MSA; (iii) reproduce Confidential Information only to the extent necessary for such purpose; (iv) restrict disclosure of Confidential Information to its employees and consultants with a need to know in the course of fulfilling their scope of work, provided the receiving Party advises them of, and they agree to, their confidentiality obligations; and (v) not disclose Confidential Information to any third party without prior written approval of the disclosing Party. The restrictions on the Receiving Party's use and disclosure of Confidential Information shall not apply to any Confidential Information which the Receiving Party can demonstrate: (i) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; (ii) is or has become generally available to the public without breach of the MSA or SOW by the Receiving Party; (iii) at the time of disclosure, was known to the receiving Party and free of restriction; or (iv) is approved for release by written authorization of the Disclosing Party. Disclosure of Confidential Information in response to a valid order of a court or other governmental agency shall not be a breach of this Section, if the disclosure is limited to the extent of and for the purposes of such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and permit the Disclosing Party to seek a protective order, unless such notification is otherwise prohibited by law. Upon the termination of the MSA or SOW, each Party shall promptly return to the other Party or destroy (and certify such destruction) all Confidential Information received. If the Parties have executed a separate Non-Disclosure Agreement for the protection of confidential or proprietary information, the terms and conditions of such Non-Disclosure Agreement shall control.

- (B) **Confidentiality of Work Product.** Company will not disclose to any party, including but not limited to any subcontractor, without the prior written consent of Moloco, any of: (i) works of authorship, discoveries, inventions and innovations resulting from the Services; (ii) any proposals, research, records, reports (including Moloco Reports), recommendations, manuals, findings, evaluations, forms, reviews, information, data, (including Moloco Data), any deliverables set forth in an SOW, computer programs and software originated or prepared by Company for or in the performance of the Services (the items listed in clauses (i) and (ii) being hereinafter referred to collectively and severally as "**Work Product**"); or (iii) the existence or the subject matter of this MSA.

- (C) Retained Intellectual Property. Each Party retains all right, title and interest (including all proprietary rights) in and to its Retained Intellectual Property. "Retained Intellectual Property" consist of each Party's concepts data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that: (i) exists prior to the start date of the first SOW processed under this MSA or the Effective Date of this MSA (if any), whichever occurs first, without any use, knowledge or reference to, the other Party's Confidential Information or other information obtained in connection with this MSA or other agreements with the other Party; or (ii) are developed entirely independently by a Party at any time, (a) without any use, knowledge or reference to, the other Party's Confidential Information or other information obtained in connection with this MSA or other agreements with Moloco; and (b) which does not constitute Work Product. In all cases, Company Retained Intellectual Property shall not include any Moloco confidential or proprietary information, Work Product, Moloco Data or Moloco Reports.
- (D) License Grant. To the extent that any such Company Retained Intellectual Property or other third party software is incorporated into the Work Product, Company hereby grants, on behalf of itself and its affiliates, to Moloco a fully paid-up, worldwide, irrevocable, non-exclusive, perpetual, unconditional, transferable right and royalty-free license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based upon, such Company Retained Intellectual Property or other third party software as may be necessary or useful for Moloco to use or access the Work Product in any fashion, including but not limited to Moloco's right to provide such Company Retained Intellectual Property or other third party software, as embedded in final deliverables or Work Product, to other third parties. This right and license also includes the right to make, have made, use, sell, offer to sell, import, and otherwise dispose of such Company Retained Intellectual Property or other third party software under any patents that Company or any of its affiliates owns controls or otherwise possesses a right to grant any rights thereunder or thereto.
- (E) Use of Work Product. All Services provided under SOW(s), together with any Work Product, are provided for Moloco's use in the course of operating, conducting, managing, and developing its business operations. Except for Company's rights in and to Company Retained Intellectual Property, Company agrees that any Work Product which is a work of authorship (including but not limited to any computer program or software) and has been created by Company based on work performed by Company under this MSA shall, to the maximum extent permitted under applicable law (including but not limited to 17 United States Code Section 101), be a "work made for hire." Such Work Product shall be deemed to be a work that has been specially ordered or commissioned by Moloco for use as, if applicable, a contribution to a collective work, as part of an audiovisual work, as a translation, as a supplementary work, as a compilation and/or as an instructional text. To the extent that any such Work Product is not a "work made for hire" under applicable law, then all of Company's rights, title, and interests in and to such Work Product, together with all intellectual property rights embodied therein, shall be assigned by Company to Moloco pursuant to Paragraph 3.F below.
- (F) All Work Product shall be promptly communicated to Moloco. As consideration for the compensation paid under this MSA, Company hereby assigns to Moloco all of Company's rights, title and interest in and to all Work Product, and to any and all intellectual property rights therein or relating thereto, including but not limited to all patents and copyrights which have been or may be obtained with respect to such Work Product, effective immediately upon their conception, origination, creation, preparation or discovery thereof and regardless of the medium of expression thereof, and Company shall execute a confirmatory assignment of any such Work Product, as requested by Moloco. All Work Product shall become the exclusive property of Moloco, and Company shall be deemed to have assigned and relinquished all rights, title, and interest in and to such Work Product by virtue of this Section 3.F.
- (G) Moloco shall retain sole and exclusive intellectual property rights, title, and interest in the Work Product (including copyrights and derivative works), and Moloco will have the unrestricted right to use, reproduce, display, perform, license, distribute, adapt and modify for the purpose of this MSA: (i) the Work Product; (ii) all ideas, know-how, concepts, methodologies, and techniques developed by Company and used to produce or incorporated into the Work Product; (iii) all text in the Work Product (excluding Moloco Data); and (iv) the format, sequence and structure of the Work Product.
- (H) Company will ensure that all Personnel who perform Services are and will be bound by written agreements with Company under which: (i) Company owns or is assigned exclusive ownership of all Work Product, including all intellectual property rights therein; and (ii) Personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in this Section 3.
- (I) Open Source. Company represents and warrants that: (i) the Work Product shall not contain any Open Source Code that would require any additional obligations beyond the terms of the license granted by Company to Moloco or any Open License Terms; (ii) Company shall comply with the terms of all Open Source Code license terms that govern the Open Source Code used by Company in the performance of Services or Work Product; and (iii) Company shall provide to Moloco a list of all open source software contained in the Work Product and a written plan for compliance with any terms and conditions related to Open Source Code. As used herein, the term "Open License Terms" means terms in any license for software which require, as a condition of use, modification/distribution of such software or other software incorporated into, derived from, or distributed with such software (as used in this Section, a "work"), any of the following:
- (a) the making available of source code, object code, or design information regarding the work;
 - (b) the granting of permission for creating derivative works regarding the work; or
 - (c) the granting of a royalty-free license to any party under intellectual property rights regarding the work or related hardware or software.

Further, as a condition precedent to Moloco's acceptance of any Work Product under this MSA, Company represents and warrants that it shall not engage in any act or failure to act that will cause any of Moloco's patents, copyrights, or other intellectual property rights to become subject to either any encumbrance or terms of any third party or Open License Terms. These restrictions, limitations, exclusions, and conditions shall apply even if Moloco becomes aware of, or fails to act in a manner to address, any violation or failure to comply with the foregoing. Furthermore, no act by Moloco that is undertaken under this MSA in connection with any software or technology shall be construed as being inconsistent with the intent to not cause any Moloco's patents, copyrights, or other intellectual property rights to become subject to either any encumbrance or terms of any third party or Open License Terms.

4. Information Security.

- (A) **Security Incident.** "Security Incident" shall mean a: (i) security incident resulting in actual unauthorized access to or acquisition, disclosure or loss of Moloco Data or Moloco Reports from Company's care, custody, or control (an "**Unauthorized Access**"); or (ii) reasonably suspected security incident that would likely have resulted in an Unauthorized Access.
- (B) **Security Incident Notification.** Company shall: (i) provide Moloco with contact information for security-related issues; (ii) notify Moloco of a Security Incident as soon as practicable and without unreasonable delay after it becomes aware of any Security Incident by phone or by e-mailing privacy@moloco.com; and (iii) immediately investigate the Security Incident. Company shall use commercially reasonable efforts to remedy any Security Incident and initiate any actions Moloco deems necessary to mitigate the occurrence of any future Security Incident.
- (C) **Right to Audit.** Once per calendar year, Moloco shall have the right to request that Company provides a summary of the report issued by an independent auditor engaged by Company to perform an examination of the controls and systems applicable to the performance of services provided by Company under this MSA (a "**Security Audit**") and such summary of the report of the Security Audit (the "**Report**") will be available to Moloco no later than 60 days after the Report is received by Company. Such Security Audit shall be in accordance with SOC 2 (or its equivalent). Such Security Audit shall be conducted by a reputable third party auditor hired by Company and shall be conducted on a noninterference basis during normal business hours only so as to minimize any disruption to Company. In the event the Security Audit reveals a material vulnerability that presents a significant or material security risk to Moloco infrastructure or systems or Moloco Data or Moloco Reports, Company shall use commercially reasonable efforts to take the appropriate action to remediate the identified risk immediately.
- (D) **Information Security Controls.** On any of Company's systems that interface with Moloco's infrastructure or systems, Company is solely responsible for maintaining appropriate information security safeguards (including, without limitation, firewalls, anti-virus software, intrusion detection software, etc.) to protect those systems against unauthorized access, use or interference. Moloco shall have no liability for failures of Company's systems or loss or unauthorized access to or use of data stored on Company's systems that result from Company's failure to comply with this section.

5. **Warranties: Exclusions.**

Each Party represents and warrants to the other that it has full and sufficient right and authority to enter into this MSA. Moloco's warranties provided in this Section 5 are in lieu of all other warranties, express or implied, whether arising from law, custom or conduct, and the rights and remedies provided herein are exclusive and in lieu of any other remedies provided or implied, whether in an action for or arising out of breach of contract, tort, or any other cause of action.

Company represents and warrants that: (i) the Work Product shall be an original work of Company and in performing the Services and furnishing the Work Product(s), Company shall not violate or infringe any patent, copyright, trade secret, or other proprietary right of any third party; (ii) Company has not transferred or assigned to any third party any proprietary rights in the Work Product; (iii) no portion of the Services or Work Product shall be subject to any lien, encumbrance, security interest, or other restriction of any nature; and (iv) Company has all rights necessary to grant to Moloco licenses to Company Retained Intellectual Property. Company further represents and warrants that: (a) it has the full right, power and authority to enter into this MSA and perform the Services and its other obligations hereunder; (b) its execution of this MSA and its performance of the Services shall not result in a breach of or default under any other agreement to which Company is a party; (c) it shall not, during the term of this MSA, accept any work or enter into any agreement or obligation inconsistent or incompatible with Company's obligations under this MSA; (d) the Work Product(s) shall be fit and sufficient for the purpose(s) for which they were intended as were expressly made known to Company or could reasonably have been inferred by it; and (e) it shall remain in full compliance with all applicable laws, regulations and permit requirements, including but not limited to labor, safety and environmental laws.

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THIS SECTION 5, ALL MOLOCO DATA, REPORTS, PRODUCTS, SOFTWARE, MATERIALS, DOCUMENTATION, INFORMATION OR OTHER SUPPORT OR ITEMS PROVIDED TO COMPANY UNDER THIS PSA ARE PROVIDED "AS IS" AND THERE ARE NO OTHER WARRANTIES MADE BY MOLOCO, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF DEALING, USAGE OF TRADE OR TRADE PRACTICE.

6. **Term and Termination.**

(A) The term of the MSA shall remain in full force and effect until completion of the Services set forth in all SOW(s), unless earlier terminated as set forth below (the "**Term**"). The Services described in each SOW shall be considered complete upon acceptance by Moloco of the final deliverable in accordance with the acceptance criteria set forth in each SOW. In the event of termination or upon expiration of this MSA, each Party shall return to the other any and all equipment, documents and other materials containing any Confidential Information that it has received from the other Party (and all copies thereof made by either Party). Company shall immediately deliver to Moloco any and all Work Product (in whatever form or state of completion), Company shall cease all use and access of Moloco Infrastructure, and Moloco's sole obligation shall be to pay Company in accordance with Section 2 above and each SOW, the compensation due for the Services actually completed as of the date of such termination or expiration.

(B) Moloco may terminate this MSA or a SOW or both immediately at any time for cause in the event of a Security Incident or if Company breaches any of the terms of Company Information Security Requirements. Either Party may terminate this MSA or a SOW at any time for cause on written notice to the defaulting Party for the occurrence of an event of default as set forth below (each, an "**Event of Default**"):

- (a) a failure to pay any amount due hereunder within ninety (90) calendar days from the date of written notice to the owing Party that the payment is delinquent;
- (b) the failure of either Party to perform any material term, condition, or covenant of this MSA or SOW and such failure has not been corrected within thirty (30) calendar days of the date of receipt of written notice of such non-performance from the non-defaulting Party;
- (c) any unauthorized use or disclosure of Confidential Information; or

(d) either Party is or becomes insolvent, or a Party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition of the Party, or seeks to make a compromise, arrangement, or assignment for the benefit of its creditors.

(C) Written notice of an Event of Default shall specify the nature of the breach and all material facts reasonably known to the Party regarding the Event of Default and shall state the Party's intent to terminate this MSA pursuant to this Section 6, which termination shall be effective thirty (30) calendar days after the date of the notice.

(D) Termination Without Cause. Moloco may terminate this MSA or SOW at any time and for any reason immediately upon written notice to Company.

(E) For the avoidance of doubt, if the Parties have mutually executed multiple SOWs, the termination of any one particular SOW will not terminate this MSA. The MSA shall remain in full force and effect until the expiration or termination of all SOW(s) entered into by the parties.

7. Indemnification and Procedure.

(A) Indemnification. Company will indemnify, defend and hold harmless Moloco, and each of its affiliates, directors, officers, employees and agents, including but not limited to all third party contractors engaged by Company to provide the Services under this MSA, from and against any and all losses, costs, claims, damages or expenses (including attorneys' fees) and including any claims or third party claims arising out of or relating to (collectively, a "Claim"): (i) any false or misleading representations, warranties or claims made by Company regarding the Services or Company's Retained Intellectual Property; (ii) any claim that the Company's Retained Intellectual Property, Work Product, or any deliverable provided pursuant to a SOW (or Moloco's use thereof) infringes a third party's intellectual property rights; (iii) any material breach of the terms and conditions of the MSA; (iv) a Security Incident or failure to comply with the Company Information Security Requirements; and (v) the gross negligence or willful misconduct of Company or any employees, third party contractors or agents of Company resulting from or arising out of the Services or Company's Retained Intellectual Property.

(B) Indemnification Procedures. In the event of any Claim giving rise to an indemnification obligation set forth in this Section: (i) the indemnified Party will promptly notify Company of any such Claim or potential Claim of which the indemnified Party has knowledge, provided, however, that any failure to provide such notification will not relieve Company from its indemnification obligation except to the extent that Company was prejudiced by such failure to provide notice; and (ii) the indemnified Party will provide reasonable assistance to Company, upon the reasonable request of Company and at Company's cost and expense, in defending and settling such Claim.

8. Limitation of Liability.

IN NO EVENT WILL MOLOCO BE LIABLE TO THE COMPANY, OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THIS MSA INCLUDING BUT NOT LIMITED TO SERVICES PERFORMED HEREUNDER OR USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, ANY SERVICES, PRODUCT(S) OR ANY SOFTWARE, EVEN IF MOLOCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REMAINS IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER A PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. FURTHER, EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8, THE ENTIRE LIABILITY OF MOLOCO, AND THE SOLE AND EXCLUSIVE REMEDY OF COMPANY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER FOR DIRECT DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT PAID BY MOLOCO TO COMPANY FOR THE SERVICES IN THE PRIOR 6 MONTHS UNDER THE SOW GIVING RISE TO THE CLAIM.

9. Notices.

All notices must be in writing and shall be deemed given when: (i) delivered personally; (ii) via email; (iii) 5 days after having been mailed registered or certified mail, return receipt requested, postage prepaid; or (iv) 1 day after having been mailed by overnight mail with a reliable express mail courier. Notices will be addressed or delivered to Company's address on the SOW and to Moloco, Inc. at 601 Marshall Street, 5th Floor, Redwood City, CA 94063, with a copy to Attention: Moloco Legal via email at legal@moloco.com.

10. General Provisions.

(A) Publicity and Press Releases. Neither Party shall issue a press release or other public announcement regarding this MSA or its terms without the other Party's prior written approval. The Parties will cooperate in preparing and releasing any mutually agreed upon press releases or other public announcement as they deem appropriate upon execution of, and during the term of, the MSA.

(B) Governing Law and Venue. This MSA and performance of the Services shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to choice of law provisions. The Parties further expressly agree, and do hereby submit, to the sole and exclusive jurisdiction of the federal district courts for the CA, SF Division or, if there is no federal court subject matter jurisdiction, to the SF County California State Courts, for any and all claims, lawsuits, actions and/or proceedings of any kind, at law or in equity, arising out of, pertaining to, or otherwise related in any way to this MSA. If either Party commences an action arising out of or in connection with the MSA, the prevailing party is entitled to recover from the losing Party reasonable attorneys' fees and costs of suit. The Parties agree that the United Nations convention on Contracts for the International Sale of Goods does not apply to this MSA.

(C) Assignability. Neither the MSA, nor any rights, duties nor interest herein, will be assigned, transferred, subcontracted, or sublicensed by Company without the prior written consent of Moloco. Moloco may assign this MSA in whole or in part without the consent of Company. Any such action is void and constitutes a material default entitling Moloco to terminate the MSA.

(D) Severability; Waiver. If any provisions of the MSA are determined to be unenforceable, the enforceability of the remaining provisions will not be affected or impaired, and the Parties will substitute an enforceable provision for the affected provision which approximates the intent and economic effect of the affected provision as closely as possible. The waiver by any Party of a breach of any of the provisions of the MSA will not operate as a waiver of any subsequent breach.

- (E) Survivability. The following provisions will survive any expiration or termination of the MSA: Sections 1C, 1E, 1G, 2C 3, 5, 7, 8, 9 and 10, and such other provisions set forth in SOW(s) that by their nature are intended to survive.
- (F) Force Majeure. Except for the payment of money, neither Party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes, acts of terrorism, war (declared or undeclared), riot or other civil disturbances, compliance with governmental laws or orders (including the FCC), delay or performance failure of third parties (including Company's), events that are unforeseeable or unavoidable and beyond remedy if foreseen or other events which are beyond the reasonable control of such Party and render the full or partial performance of the MSA impossible or impracticable, provided that such party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible, and provided that the other Party may terminate the MSA if such condition continues for a period of 90 days without demonstration by the non-performing Party of the ability to resume performance of its obligations within a reasonable period.
- (G) Compliance with Law. Company will comply with all applicable laws, regulations, ordinances and product documentation, and the maintenance of all licenses, permissions, authorizations, consents and permits necessary to carry out its obligations under this MSA. Company is solely responsible for compliance with applicable privacy laws in its provision of Services under this MSA, including Company's collection, processing, provision and use of personal information (as that term is defined by relevant laws, statutes or regulations) of any individual, and Company's instructions or direction to its employees and contractors with respect to the collection, processing, provision and use of personal information that is provided to Moloco. Company acknowledges that any hardware, software, source code, and technology (collectively, "**Products**") obtained from Moloco is subject to the US government export control and economic sanctions laws. Company assures that it and its subsidiaries and affiliates will not directly or indirectly export, re-export, transfer, or release (collectively, "**export**") any Products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation.
- (H) No Third Party Beneficiaries: Independent Contractors. The MSA is for the benefit of the Parties and their successors and permitted assigns and does not confer any rights or benefits on any third party. Moloco and Company are entering this MSA as independent contractors, and this MSA will not be construed to create a partnership, joint venture, franchise, or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other, or enter into any agreement on the other's behalf or in the other's name. This MSA does not constitute a hiring by either Party. It is the Parties intention that Company shall have an independent contractor status and **not** be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Company shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this MSA. Company will not be required to follow or establish a regular or daily work schedule, and Company shall supply all necessary equipment, materials, and supplies. Company will not rely on the equipment or offices of Moloco for completion of tasks and duties set forth pursuant to this MSA. Company will be solely responsible for determining the most effective, efficient, and safe manner to perform the Services.
- (I) Attorneys' Fees. If any Party commences an action against any other Party arising out of or in connection with the MSA, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of suit.
- (J) Limitation of Actions. No action, regardless of form, arising out of or relating to the MSA, may be brought by either Party more than 1 year after the cause of action has accrued. A cause of action shall be considered to have accrued when the injured Party discovers, or in the exercise of due diligence should have discovered, a default or breach of the MSA.
- (K) Entire Agreement: Modification. This MSA together with any pricing schedule(s), SOW(s), and exhibits attached hereto, which are incorporated herein by reference, constitute the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. No modification, variation, extension, or amendment of the MSA or any pricing schedule, SOW or exhibits shall be effective unless made in writing and signed by an authorized representative of each Party. In the event of a conflict between the above terms and conditions and any written amendment or modification, the document later in time will prevail. No term of any SOW will be deemed to amend the terms of this Agreement unless an SOW references a specific provision in this Agreement and provides that the SOW is amending only that specific provision of this Agreement and only with respect to Services performed pursuant to such SOW.

COMPANY INFORMATION SECURITY REQUIREMENTS EXHIBIT

This Company Information Security Requirements exhibit (the “**Exhibit**”) to the above referenced Agreement between Moloco, Inc. (“**Moloco**”) and Company, sets forth the minimum information security program and infrastructure requirements in effect on the start date of the first SOW processed under this MSA or shall commence on the Effective Date of this MSA (if any), whichever occurs first, that Company must meet and maintain in order to protect Moloco Data (as that term is defined below).

1. Definitions. All capitalized and defined terms used herein shall have the meaning as set forth within this Exhibit. In the event of conflict between the terms and conditions of the Agreement and this Exhibit, the terms and conditions of this Exhibit shall prevail with respect to the subject matter hereof.

“**Industry Standard Safeguards**” shall mean safeguards widely accepted by information security professionals as necessary to reasonably protect data during storage, processing, and transmission, consistent with the sensitivity of and widely recognized threats to such data.

“**Moloco Data**” shall mean any: (i) Personal Information; or (ii) data or information generated through Moloco’s use of Company’s services or as otherwise provided or transmitted by Moloco to Company.

“**Personal Information**” shall mean any personally identifiable information about any individual that may be used to identify, locate or contact an individual, including, but not limited to, name, postal address, email address, telephone number, age or date of birth, gender, demographic information, marketing preferences, Social Security number, credit card numbers, other financial account numbers, application data, credit history, medical information, financial information, consumer report information and data about transactions or experiences with Moloco or any subsidiary, parent, affiliate or marketing partner of Moloco.

“**Term**” shall take the meaning of the term as defined in the Agreement.

2. Purpose. Company shall protect all Moloco Data from unauthorized use, access, disclosure, theft, manipulation, reproduction, and/or possible Security Breach during the Term of the Agreement and for any period of time thereafter during which Company has access to, possession, care, or control of Moloco Data. Company represents and warrants that it has established, implemented, and shall maintain comprehensive information security programs detailing administrative, technical, and physical safeguards to: (i) ensure the security, integrity, and confidentiality of Moloco Data; (ii) protect against anticipated threats or hazards to the security, integrity, and confidentiality of Moloco Data; (iii) protect against unauthorized access to or use of Moloco Data; and (iv) provide for the proper disposal of Moloco Data. Company shall not use subcontractors in the provisions of services under the Agreement and/or this Exhibit. Company shall maintain a disciplinary process for all Company employees who violate the requirements contained in this Exhibit. Company employees who commit intentional violations of the terms of this Exhibit shall be immediately prohibited from providing services under the Agreement, and Company shall revoke such employee’s access to Moloco Data within twenty-four (24) hours from such Company employee’s removal from performing services for Moloco.

3. Information Security Infrastructure.

3.1. **Access Controls.** Company will ensure industry standard access controls are in place to protect Moloco Data. Company agrees that it shall maintain, throughout the Term of the Agreement and at all times during the Term of the Agreement and for any period of time thereafter during which Company has access to, possession, care or control of Moloco Data, the access controls disclosed to Moloco and approved by Moloco prior to execution of the Agreement, and such access controls shall not materially change or modify the access controls without the prior written consent of Moloco. Company shall ensure that: (i) segregation of duties principles are employed in the assignment of all critical job functions and limit the access of Company employees to Moloco Data only to the extent necessary to perform their required job functions; and (ii) no one person has sole access to information processing systems that handle Moloco Data.

3.2. **Password Administration.** The identity of every Company user on the Moloco networks, systems, or infrastructure (“Moloco Networks”) must be individually authenticated using approved methods before such user will be granted access. Company user passwords that are associated with access to Moloco Networks must contain at least ten (10) characters that are alpha numeric, upper and lower case, and include special characters. Account lockout will occur after three failed attempts and Moloco will have to be contacted to reinstate such access. Passwords must be changed at least every ninety (90) days and the six (6) most recent passwords must not be reused. Moloco reserves the right, in its discretion, to terminate or withhold Company access to Moloco Networks for any Company user with or without notice.

3.3. **Access Justification/Authorization Process.** Company will conduct background checks of Company employees who will engage in the following activities (collectively the “**Authorized Personnel**”): (i) given access to the Moloco Networks; or (ii) given access to, process, possess, use, or otherwise handle the Moloco Data. Company shall only provide access to Moloco Networks to Authorized Personnel. Authorized Personnel are assigned individual accounts and may not be shared with or disclosed to anyone else without prior Moloco approval. Company must have a process in place to ensure that only Authorized Personnel (technical and non-technical) are granted access to Moloco Data. Access must be authorized and granted consistent with Company’s obligations under the non-disclosure agreement entered into by Company and Moloco. Each authorization must be approved by appropriate Company management. All Company employee authorizations and manager approvals must be documented and retained. Company shall re-evaluate its list of Authorized Personnel at least quarterly. If any Company user among the Authorized Personnel no longer requires access to Moloco Data, Company must take immediate steps to remove the access of that Company user or inform Moloco for removal from Moloco Networks. The access removal will be documented with date and time and will be retained by Company at all times while Company is in possession of or has access to Moloco Data. Moloco retains the right to audit these access lists and justifications.

3.4. **Privileged Access Control.** A “**Privileged Account**” is an Moloco approved account that enables an Authorized Personnel to establish or modify identification credentials, access rules, production applications, operating systems, or network parameters and Company shall ensure that such Privileged Accounts are strictly limited to those Authorized Personnel who have a legitimate

business need to use a Privileged Account. Company shall maintain a process for obtaining approvals for Authorized Personnel accessing Privileged Accounts, which such approval will be for a defined and documented period of time. Company shall terminate or specifically re-approve such access when the defined period of time has elapsed. Additionally, Company shall maintain an audit trail of all approved Authorized Personnel and actions performed by these Privileged Accounts.

- 3.5. Security Awareness Training. Company shall ensure that all Authorized Personnel are trained regarding information security, the protection of personally identifiable data, and shall comply with the requirements of this Exhibit. No less than once per twelve (12) months, Company shall conduct general security awareness training and role-specific security training for all Company employees accessing, processing, or otherwise handling Moloco Data. Company shall maintain records identifying the names of such Company employees in attendance and the date of each security awareness training. Company shall also routinely review and update its security awareness training program.
- 3.6. Encryption. Company must encrypt all tapes, removable media devices, laptops, email, network file transfers, and web transactions. Such encryption shall be provided through commercial grade, industry-standard strong cryptographic algorithms, protocols, and commercially reasonable key strengths. Company will encrypt Moloco Data in transit and at rest in accordance with industry best practices. Company will work with Moloco to implement reliable and secure transport methods that best satisfy Moloco's requirements. Once established, Company agrees that it shall not implement a less secure method without the prior written consent of Moloco.

4. Information Security Safeguards.

- 4.1. Appropriate Safeguards. Company will maintain an accurate inventory and records of information systems detailing existing hardware, software and communications links for any systems containing Moloco Data. Company shall record all security-related repairs and modifications to any physical components, including but not limited to hardware, walls, doors, and locks for secure areas within facilities where Moloco Data is accessed, stored, or processed. At no time shall Company employ less than Industry Standard Safeguards designed to protect the physical security of its network infrastructure and telecommunication systems from transmission interception and damage. Information Security Safeguards shall be documented and kept current considering changes in applicable law, best practices, and industry standards. Company shall permit Moloco to review such documentation at Moloco's facilities upon the reasonable request of Moloco. The safeguards employed by Company shall ensure the security, confidentiality, integrity, availability and privacy of Moloco Data and address at least the following: (i) secure Company user authentication protocols; (ii) a secure method of assigning and selecting passwords, or use of unique identifier technologies such as biometrics or tokens; (iii) control of data security passwords to ensure they are kept in a location and format that does not compromise the security of the data they protect; (iv) restricting access to active Authorized Personnel only; (v) blocking access to Company user identification after multiple unsuccessful attempts to gain access; (vi) restricting access to records and files containing Moloco Data to Authorized Personnel who need such information to perform their job duties; (vii) assigning unique identifications plus passwords that are reasonably designed to maintain the security of the access controls to each Company user with computer access; (viii) encryption of records and files containing Moloco Data transmitted across public networks, including wireless transmission; (ix) monitoring of systems for unauthorized use of or access to, or unauthorized attempts to access, Moloco Data; (x) prohibiting Moloco Data from storage on unsecured laptops or other portable devices; (xi) requiring systems containing Moloco Data that are connected to the Internet to have up-to-date firewall and malware protection and operating system security patches; and (xii) education and training of Company employees on the proper use and security of Moloco Data. Company shall include Industry Standard Safeguards for security hardening procedures and standardized configurations for all devices such as servers, routers, switches, and other network equipment used in accessing, processing, storing, or otherwise handling Moloco Data, or with network connectivity to those devices. Company shall regularly monitor devices for compliance with standardized configurations and take prompt remedial action to correct deviations from these standards.
- 4.2. Compliance. Company hereby represents and warrants that Company shall comply with the following:
 - a) all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Moloco Data, including without limitation and to the extent applicable, the California Consumer Privacy Act, the Gramm-Leach-Bliley Act ("**GLBA**"), 15 U.S.C. § § 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("**FCRA**"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("**FACTA**"), and all regulations implementing the FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM**"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.82 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H) and all requirements of National Institute of Standards and Technology ("**NIST**") Special Publication ("**SP**") 800-88, Guidelines for Media Sanitization, (and as amended), disposal standards, including without limitation a certificate of sanitization from the Company (collectively "**Privacy Laws**");
 - b) all applicable industry standards concerning privacy, data protection, confidentiality, and information security, including, without limitation and to the extent Company processes payments on behalf of Moloco, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the "**PCI-DSS**"); and
 - c) Moloco's then-current policies relating to the privacy, confidentiality and security of Personal Information or applicable privacy policies, statements or notices that are made available to Company ("**Privacy Policies**") may be reasonably amended by Moloco from time to time to align with applicable industry standards related to privacy, confidentiality, and information security. Notwithstanding the foregoing, Company shall have a period of 90 days to substantially comply with any such amended Privacy Policies.

5. Network and Host Security.

- 5.1. Moloco Data Access Restrictions. Except as expressly authorized by Moloco in writing in each instance, Company agrees that it will not allow Company or any Company personnel or other third party acting at its direction to transfer or use Moloco Data (or access or process Moloco Data from) outside of the United States. To the extent the services involve remote access to a Moloco

Networks, Company will utilize an industry-standard secure encryption mechanism for use in exchanging any Moloco Data and any other information in accordance with the terms and conditions of this Exhibit. Company shall use the industry-standard secure encryption mechanism for all such communications. Furthermore, Company shall forbid and prohibit Company employees from using their personal IT assets or resources to gain access to any Moloco Networks. Company will notify Moloco immediately if a virus, malware, or other malicious code is detected in a file sent to or received from Moloco.

- 5.2. **Information Processing Systems Change Control.** Company shall maintain a formal change management request process for all communications network systems and any handling of Moloco Data. Company shall ensure that all change requests are documented, tested, and approved by the asset owner, information owner, or management level personnel as appropriate prior to any new implementations for network communications capabilities, system patches, changes to existing systems or handling of information or Moloco Data. Emergency changes required to maintain or restore service shall subsequently be reviewed, documented, and appropriate approvals obtained for the change.
- 5.3. **Updates and Monitoring.** Company will keep its systems, software, and anti-malware up-to-date with the latest applicable upgrades, updates, bug fixes, new versions, and other modifications necessary to ensure security of the Moloco Data and Moloco Networks. Company will mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably have been detected. Company must have commercially reasonable and efficient network intrusion detection, firewalls and anti-virus protection in place and functioning properly (the "Network and Host Security Methods"). Company shall reasonably manage and control Company's networks to protect such networks from known threats, and to maintain security for all Company managed applications and data on or in transit over the network. Company shall implement technical controls and secure communication protocols consistent with Industry Standard Safeguards to prohibit unrestricted connections to untrusted networks or publicly accessible servers. Company shall continually monitor computer systems and processes for attempted or actual security intrusions or violations. Company shall notify Moloco within twenty-four (24) hours of any unauthorized access to Moloco Networks. Company shall use commercially reasonable efforts to ensure that operating systems and applications that are associated with Moloco Networks must be patched within a commercially reasonable time period after Company has actual or constructive knowledge of any security vulnerabilities. Company will exercise generally accepted industry standards to ensure that any software, systems, or networks that may interact with Moloco Networks or any of Moloco Data are not and do not become infected by any viruses, spyware, and other malicious code. Company agrees that it shall maintain, throughout the Term of the Agreement and at all times while in the possession of or during the access to Moloco Data, Network and Host Security Methods at least as secure as the Network and Host Security Methods disclosed to and assessed by Moloco prior to execution of the Agreement and shall not implement less secure Network and Host Security Methods without the prior written consent of Moloco.
6. **Vulnerability Assessments.** Company will regularly test its security systems and processes to ensure they meet the conditions set forth in this Exhibit. Without limiting Company's obligations set forth in the Agreement or this Exhibit, Company will conduct, at its own expense, no less frequently than once every month, a vulnerability assessment on all information applications and/or systems associated with accessing, processing, storage, communication and/or transmission of Moloco Data including Company's systems and networks. The assessment process must include a methodology for identifying, quantifying, ranking, and mitigating vulnerabilities in Company's systems ("**Vulnerability Assessment**"). In addition, the Company must undergo an annual perimeter network penetration test, conducted by a third party organization that specializes in providing this type of security assessment service. Moloco may, with Company's consent (not to be unreasonably withheld), at Moloco's own expense, conduct periodic independent onsite vulnerability and information security assessments, with prior reasonable notice, with respect to Company's security as it relates to the work that Company is performing for Moloco.
7. **Risk Assessment Program.** Company shall maintain an information security risk assessment program designed to identify and assess reasonably foreseeable internal and external risks and vulnerabilities to the security, confidentiality, and/or integrity of Moloco Data. Company shall further maintain an information security risk assessment program designed to identify any violation of law or Company's information security policy by Company or Company's employees. No less frequent than once every twelve (12) months, and upon a material change in risk or vulnerability to Moloco Data, Company shall evaluate and improve, as reasonable and appropriate, the effectiveness of Company's information security program for limiting any security risks.
8. **Security Audits.** In addition to any other audit rights provided in the Agreement, once per calendar year, and/or following any Security Breach, Company shall engage a reputable independent auditor to conduct a SOC 2 Type 2 audit, or an equivalent audit under any successor standard that may be in effect, on the following (collectively, a "**Security Audit**") the: (i) controls, systems, and services impacting the services provided to Moloco; (ii) controls, systems, or services used by Company to perform the services under the Agreement; (iii) controls, systems, and services that access, process, hold Moloco Data; and (iv) applicable information and materials associated with such Company controls, systems, and services. Company shall provide the results of the Security Audit to Moloco. The Security Audit will address the controls in place with respect to the products and/or services, software integration and development efforts, performed on behalf of and for the benefit of Moloco. Any vulnerabilities identified as a result of the Security Audit that are classified as critical, high, or severe (per standard security protocols for assessments) must be remediated within sixty (60) days from Company's receipt of the results. A follow-up remediation report must be provided to Moloco by the reputable independent auditor. Moloco may terminate the Agreement for cause if Company fails to remediate the identified vulnerabilities within such sixty (60) day cure period. Such independent auditor engaged by Company to perform the security audit shall be granted access at reasonable times to Company' systems or devices impacting the services provided to Moloco, and controls, systems, and services used by Company to perform the services under the Agreement for Moloco, including applicable information and materials. Such report provided to Moloco shall be treated as confidential information of Company, provided that Moloco shall have the right to provide such report to its regulators, attorneys, accountants, and other advisors. Company will not withhold consent to any Moloco request to interview, at Moloco's expense, any independent auditor engaged by Company pursuant to this section regarding the auditor's investigation and report.
9. **Open Source.** If Company's services or deliverables under the Agreement contain open source software, Company shall provide Moloco with a list of all open source software contained in the services or deliverables. Upon Moloco written request, Company shall: (i) scan the service or deliverable to identify and verify the open source software contained in the service or deliverable; and (ii) provide the results of such scan to Moloco. Company shall advise Moloco in writing whether the use of the service or deliverable, containing the open source software will require, as a condition of use, modification and/or distribution of such software or deliverable (or other Moloco software that

the software or deliverable incorporated into, derived from or distributed with) (collectively, a "**Work**"), any of the following: (a) require the disclosure, distribution or making available of source code, object code, or design information regarding the Work; (b) require the granting of permission for creation of derivative Works regarding the Work; (c) require the granting of a royalty-free license to any Party concerning the intellectual property rights in the Work; (d) require or permit the Work to be reverse engineered; (e) restrict, impair or limit in any way Moloco's ability to use or distribute the Work; (f) restrict, impair or limit Moloco's ability to enforce its intellectual property rights against any third party; or (g) permit the redistribution of the Work. In addition, Company shall comply with any applicable terms of use and any other open source software licensed and/or identified to Company by Moloco. These restrictions, limitations, exclusions, and conditions shall apply even if Moloco becomes aware of, or fails to act in a manner to address, any violation or failure to comply with the foregoing.

10. **Permitted Uses and Disclosures of Moloco Data.** Company shall not at any time during the term or thereafter use or disclose Moloco Data for any purpose other than solely as necessary for its performance as set forth under the Agreement and this Exhibit and shall destroy all Moloco Data per Company's data retention policies and/or as requested by Moloco in writing. In addition, unless authorized by Moloco, Company shall not use or permit others to use Moloco Data to offer products or services, or otherwise commercially exploit Moloco Data.

11. Security Breach Management.

- 11.1. **Notice.** Company agrees and represents that it currently maintains information protection practices and procedures that comply with industry best practice and applicable privacy law as a means to preserve the confidentiality and security of Moloco Data in its possession or control or which it has direct access or possession. Company must immediately notify Moloco by email at privacy@moloco.com if: (i) there is an actual or suspected (raising the possibility of unauthorized access to or acquisition, disclosure, use, or loss of Moloco Data) unauthorized processing, access, loss, use, disclosure, alteration, destruction or other compromise or acquisition of or access to any Moloco Data; or (ii) Moloco Data in written or electronic form has been transmitted, disclosed, stored, or disposed of in an unencrypted or unsecured format ("**Security Breach**"). A comprehensive written notice should be provided by Company to Moloco at privacy@moloco.com within 48 hours of such call, which must include, at a minimum, in reasonable detail the following information: (a) a detailed description and the nature of the Security Breach; (b) the estimated impact on Moloco; (c) the name of a senior level person responsible for communicating with Moloco regarding the Security Breach; (d) the investigative action taken or planned; (e) and the expected resolution time (if it has not already been resolved). Company must cooperate fully with all Moloco's requests for information regarding the Security Breach. The notice shall be timely supplemented to the level of detail reasonably requested by Moloco, inclusive of relevant investigative or forensic reports. Company shall promptly take all necessary and advisable corrective actions and shall cooperate fully with in all reasonable and lawful efforts to investigate the Security Breach, mitigate adverse effects, prevent recurrence, and rectify such Security Breach. Company agrees to keep Moloco informed of progress and actions taken to address the Security Breach, and to provide Moloco with all facts about the Security Breach as appropriate for Moloco to conduct its own assessment of the risk to Moloco Data and of Moloco's overall exposure to such Security Breach. In the event of a Security Breach, Company will provide notifications to affected parties, regulatory agencies, and law enforcement as required by Privacy Laws. Company shall be responsible for the costs of such notifications (including a minimum of two years of credit monitoring services or identity theft protection services whether or not required by applicable law), and fielding feedback and questions from those notified. In addition, Company agrees to reimburse Moloco for all other reasonable costs associated with remedying, containing, or addressing the Security Breach including but not limited to legal fees. The content of any filings, communications, notices, press releases or reports related to any Security Breach must be approved by Moloco in writing prior to any publication or communication thereof.
 - 11.2. **Remediation.** Upon completion of the investigation of the Security Breach, Company will provide Moloco with a final written report that fully describes (i) the extent of the Security Breach, (ii) the Moloco Data disclosed, destroyed, compromised, or altered, and (iii) the specific corrective/remedial action taken.
12. **Return of Records.** Upon termination of the relationship between Company and Moloco, or at the request of Moloco, Company shall immediately cease to access, process, store, or otherwise handle records containing Moloco Data and shall promptly as practicable return to Moloco, or at its election destroy, all such records in accordance with such instructions as may be given by Moloco at that time and shall certify in writing the completion of such return or destruction, as the case may be. Notwithstanding the foregoing, Company may retain such records as necessary to comply with applicable law.