
Additional Service Terms

Overview

These Additional Service Terms apply to the extent that the Customer utilises any feature, product or service described in these Additional Service Terms. The Agreement and the applicable Additional Service Terms are to be read together. The Agreement continues to apply except to the extent that it is varied or supplemented by the applicable Additional Service Terms.

To the extent of any inconsistency between the main body of the Agreement and any applicable Additional Service Terms, the Additional Service Terms will prevail in respect of that feature, product or service.

Terms not otherwise defined in these Additional Service Terms have the meaning given to them in the Agreement.

A. Ignition platform

1 Definitions

- 1.1 In these terms, unless the context otherwise requires:
- (a) **Customer Brand Assets** means Customer's name, logo, trade marks or other brand assets provided by the Customer to Company; and
 - (b) **Ignition Platform** means the proprietary 'Ignition for Marketplaces' software-as-a-service platform made available by Company to Customer, that enables the Customer to plan, create, manage, optimise, measure and report on advertising campaigns and related marketplace media activities, with feature functionality dependent on the Customer's subscription, enabled modules and technical configuration.

2 Application of these terms

- 2.1 To the extent Customer utilises any of the following Services, the Additional Service Terms set out in this section A (Ignition platform) apply:
- (a) Ignition platform;
 - (b) Ignition Insights;
 - (c) Ignition Ad Manager;
 - (d) Ignition Iggy;
 - (e) Ignition Native Ad Suite;
 - (f) Ignition Automated Reporting; and
 - (g) any other product or service identified by Company as an "Ignition" Service.

3 Customer responsibilities

- 3.1 The Customer must:
- (a) ensure that only authorised users access and use the Ignition Platform through the Customer's accounts and credentials;
 - (b) maintain the security and confidentiality of user credentials and promptly notify the Company of any unauthorised access or suspected security incident affecting the Ignition Platform;

- (c) ensure that all information, instructions, campaign inputs, creative materials, targeting criteria and other materials submitted through the Ignition Platform are accurate, complete, lawful and up to date;
 - (d) obtain and maintain all rights, licences, consents and approvals necessary for the use of all creative assets, data, trademarks, content and other materials it uses in connection with the Ignition Platform and any campaigns;
 - (e) comply with all documentation, technical requirements, usage guidelines and reasonable instructions issued by the Company in relation to the Ignition Platform; and
 - (f) remain responsible for reviewing and approving campaign settings, materials and outputs before and during campaign activation.
- 3.2 The Customer is solely responsible for:
- (a) the acts and omissions of its users, employees, contractors and Representatives who access or use the Ignition Platform through the Customer's accounts; and
 - (b) all campaign settings, instructions and decisions made through or in connection with the Ignition Platform, including campaign objectives, budgets, targeting parameters, scheduling, creative selections and activation instructions.
- 3.3 For the avoidance of doubt, unless otherwise agreed in writing between the parties, the Company does not act on behalf of the Customer, or as the Customer's agent, in relation to media buying, programmatic deals or advertising inventory.

4 Integrations, data sources and third-party dependencies

- 4.1 The Ignition Platform may interoperate with, or depend on, third-party systems, integrations, ad servers, identity solutions, CRM platforms, payment systems, customer data platforms, analytics tools, marketplaces, inventory systems or other external services.
- 4.2 The Company does not warrant the continued availability, interoperability, compatibility, accuracy or performance of any third-party system, integration or data source. The availability and functionality of particular Ignition Platform features may depend on the Customer maintaining compatible systems, configurations, integrations and access rights.
- 4.3 To the extent permitted by law, the Company is not responsible for delays, failures, inaccuracies or limitations caused by third-party systems, third-party data, customer systems or integration dependencies.

5 White labelling

- 5.1 The Customer may opt for its instance of the Ignition Platform to be configured or presented using Customer Brand Assets as part of a white labelled deployment.
- 5.2 Where the Customer white labels the Ignition Platform under clause 5.1, the Customer grants the Company and its Affiliates a non-exclusive, worldwide, royalty-free licence during the Term to use, reproduce, display, adapt and incorporate the Customer Brand Assets to the extent reasonably necessary to provide the white-labelled Ignition Platform.
- 5.3 The Customer represents and warrants that it has all rights, licences, consents and approvals required to provide the Customer Brand Assets to the Company and to permit their use in accordance with this clause, and that such use will not infringe any third-party rights or breach any applicable law.
- 5.4 White labelling does not transfer ownership of, or grant the Customer any additional rights in, the Ignition Platform, the Services, the Company's Background Materials or the Company's Intellectual Property.
- 5.5 Despite any white labelling, the Customer acknowledges that copyright notices, terms of use and other legal notices of the Company or third parties may need to be retained or displayed in or in connection with the Ignition Platform.

6 No guarantees or warranties

- 6.1 The Customer acknowledges that campaign performance and business outcomes depend on a range of factors outside the Company's control, including market conditions, inventory availability, advertiser competition, campaign settings, creative quality, product mix, budget, timing, customer systems, end-user behaviour and third-party platforms or integrations. Accordingly, the Company does not guarantee that the Ignition Platform will achieve any minimum campaign performance level, conversion result, revenue outcome, return on investment, business benefit or other specific result.
- 6.2 The Ignition Platform may provide reporting, analytics, insights, recommendations, forecasting, optimisation prompts or other informational outputs based on available campaign, audience, marketplace or performance data. Such outputs are provided for general informational and operational support purposes only and may be based on assumptions, estimated data, modelling logic, incomplete inputs, delayed data feeds or third-party information sources.
- 6.3 The Customer acknowledges and agrees that:
- (c) reporting and insights may not be real-time, complete, error-free or available for every product, channel, placement, integration or campaign activity;
 - (d) some campaign activities, products, placements, metrics or integrations may not be supported within the Ignition Platform, or may only be partially supported;
 - (e) recommendations, forecasts and optimisation outputs are indicative only and do not constitute guarantees, commitments or assurances of performance, delivery or outcomes; and
 - (f) the Customer remains solely responsible for evaluating and deciding whether to act on any reporting, insights, recommendations or outputs made available through the Ignition Platform.
- 6.4 The Ignition Platform may include functionality that enables Customer to facilitate the presentation or acceptance of its own terms and conditions by its own end users. Customer is solely responsible for determining whether that functionality and any related acceptance process is legally effective, enforceable and appropriate for Customer's intended purpose. Company does not represent or warrant that any such functionality, configuration or process will create a legally binding agreement with, or legally effective notice to, any end user.

7 Artificial intelligence tools

- 7.1 Company may offer features powered by artificial intelligence (AI), such as data insights, chat bots (e.g. Iggy), summaries, automated responses and recommendations. By utilising such AI-powered services, Customer acknowledges and agrees that:
- (a) it is solely responsible for evaluating the appropriateness of AI-generated outputs;
 - (b) factual assertions should not be relied on without Customer independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information;
 - (c) Company has not manually reviewed each output of the AI-powered service;
 - (d) Company does not guarantee the accuracy, completeness or reliability of any AI-generated output; and
 - (e) to the extent permitted by law, Company disclaims all liability for loss or damage arising from use of the AI-powered services.

8 Native ad suite services

- 8.1 The Customer is solely responsible for complying with all applicable laws and industry guidelines regarding any necessary disclosures regarding ad units – such as labelling units as "Promoted", "Sponsored" or equivalent on all amplified units.
- 8.2 Ignition may modify, add, or deprecate ad unit formats from time to time.
- 8.3 The 'Social Stock Extend' service facilitates integration with certain third-party social platforms. In relation to this service:

- (a) Customer is solely responsible for obtaining, maintaining and configuring any third-party accounts, permissions, approvals and access rights required for Social Stock Extend to operate with those social platforms, and for complying with all applicable third-party terms, policies and requirements.
- (b) Customer acknowledges that Social Stock Extend is reliant on third-party social platforms maintaining their platforms, APIs, integrations, permissions and access arrangements, and Company does not represent, warrant or guarantee the continued availability, compatibility or functionality of any such third-party platform, API, integration, permission or access arrangement.

B. Conversions API (CAPI)

1 Definitions

1.1 In these Terms:

- (a) **Advertiser** refers to the Customer's own clients, advertiser or other third party for whom the Customer uses, facilitates or makes available the CAPI Services.
- (b) **Advertiser Data Set** means data obtained from Tags on Advertiser Properties.
- (c) **Advertiser Properties** means websites, applications or other digital properties owned or operated by an Advertiser on which Tags are deployed in connection with the CAPI Services.
- (d) **CAPI Services** means any services provided or facilitated by the Company that enable the collection, transmission, matching, measurement, activation or processing of Conversion Data, Advertiser Data Sets and Customer Data Sets with or through the Platform, including via the Pixel Implementation or Identifier Implementation.
- (e) **Customer Data Set** means data obtained from Tags on Customer Digital Properties and made available by Customer to the Platform Provider for the purpose of the CAPI Services.
- (f) **Conversion Data** means data arising from the matching of the Customer Data Set with the Advertiser Data Set via the Platform.
- (g) **Conversion Reports** means aggregate reporting about Conversion Data, as may be provided to the Customer from time to time via the Ignition platform or otherwise (e.g. that X number of visitors clicked on an advertisement on a Customer Digital Property and subsequently visited an Advertiser Property).
- (h) **Identifier Implementation** involves the placement of Tags on Advertiser Properties. The Tags enable the generation of a deterministic, cross-domain identifier that helps facilitate the conversion tracking of visitors to Advertiser Properties, matching those visitors with visitors to a Customer Digital Property via the Platform, and providing Conversion Reports.
- (i) **Pixel Implementation** involves the placement of Tags on Advertiser Properties. The Tags will enable the generation of a probabilistic browser identifier for visitors to Advertiser Properties, that helps facilitate the conversion tracking of visitors to Advertiser Properties, matching those visitors with visitors to Customer Digital Properties via the Platform, and providing Conversion Reports.
- (j) **Platform** means the third-party platform that powers the CAPI Services, operated by the Platform Provider.
- (k) **Platform Provider** means Adfixus Pty Ltd (ABN 51 647 908 503), or other entity as nominated by the Company from time to time.
- (l) **Platform Provider's EULA** means the Platform Provider's terms published at www.adfixus.com/adfixus-eula-pvr.
- (m) **Tag** means code (e.g., HTML, JavaScript) or a web beacon (e.g., pixel tag, clear GIF) that tracks the activity/access of an end user of a website.
- (n) **Tagging** means the application of Tags to a website or other property.

2 Application of these terms

- 2.1 To the extent Customer utilises the Company's 'Conversion API' / 'CAPI' service, the Additional Service Terms set out in this *Section B (Conversions API (CAPI))* apply.

3 Various

- 3.1 Company agrees to facilitate the provision of CAPI Services to the Customer.
- 3.2 As between Company and the Customer, the Customer is solely responsible for the placement of Tags on Advertiser Properties and Customer Digital Properties.
- 3.3 The Customer must ensure, and must procure that each Advertiser ensures, that:
- (a) the deployment and use of the Tags, and the collection, use, disclosure, processing and provision of any Customer Data Set, Advertiser Data Set or Conversion Data in connection with the CAPI Services (as applicable), comply with all applicable laws, including Privacy Laws, and that all notices, disclosures, consents, permissions, rights and authorities required for those activities have been obtained and maintained; and
 - (b) all Tags are removed promptly upon termination or expiry of the CAPI Services.
- 3.4 The Customer acknowledges that the CAPI Services rely on the Platform and other technology provided by the Platform Provider. The Customer further acknowledges and agrees that:
- (a) the Customer accepts, and agrees to comply with, the Platform Provider's EULA;
 - (b) Company is not a party to, and is not responsible for, the Platform, the EULA or any information provided by or on behalf of the Platform Provider;
 - (c) any rights, obligations, claims or liabilities arising from or relating to the Platform or the EULA are between the Customer and the Platform Provider;
 - (d) the provision of the CAPI Services is dependent on the Customer being entitled to use the Platform under the Platform Provider's EULA, and the Customer must promptly notify Company if that entitlement expires or is terminated; and
 - (e) To the extent permitted by law, Company is not responsible for, and has no liability to the Customer arising from or in connection with, the Platform, the Platform Provider, the Platform Provider's EULA, or any interruption, unavailability, defect, error or failure of the Platform or services provided by the Platform Provider.
- 3.5 Company may terminate the CAPI Services on written notice to Customer, if it is no longer able to provide the CAPI Services, including where access to the Platform is withdrawn or restricted by the Platform Provider. If Company terminates the CAPI Services other than as a result of the Customer's breach of this Agreement, Company will refund any fees prepaid for CAPI Services that have not been provided as at the termination date, calculated on a pro rata basis.
- 3.6 The Customer grants, and must procure that each Advertiser grants, to Company all rights, licences, consents and permissions necessary for Company to access, use, disclose, store, analyse and otherwise handle any Conversion Data, Conversion Reports and any other data or materials made available by or on behalf of the Customer or an Advertiser to the Company in connection with the CAPI Services, solely to provide the CAPI Services and to exercise its rights and perform its obligations under this Agreement.

C. Publift Services

1 Definitions

- 1.1 In these terms, unless the context otherwise requires:
- (a) **Existing Publift Agreement** means an existing agreement between Customer and Publift governing Publift Services.

- (b) **Standard Publift Agreement** means the Publift FUSE Terms & Conditions as published at <https://www.publift.com/fuse-terms-conditions>, as published from time to time, as amended in accordance with those terms.
- (c) **Publift Services** means the services described in clause 2.1 below.
- (d) **Publift Terms** means the Standard Publift Agreement or Existing Publift Agreement (as applicable).

2 Application of these terms

- 2.1 To the extent Customer utilises any of the following Services, the Additional Service Terms set out in this section C (Publift Services) apply:
- (a) dynamic ad tag (FUSE tag),
 - (b) multivariate testing (A/B testing),
 - (c) programmatic advertising services; or
 - (d) any other product or service identified by Company or Publift as a Publift product or service.

3 Which Publift terms apply?

- 3.1 Where the Customer is subject to an Existing Publift Agreement:
- (a) the Existing Publift Agreement shall continue to apply, subject to the amendments described in clause 4 below; and
 - (b) the Customer shall continue to pay the Fees (as defined in the Existing Publift Agreement), unless other fee arrangements relating to Publift Services are set out in the Commercial Details of this Agreement.
- 3.2 Where the Customer is not subject to an Existing Publift Agreement, the Customer and Publift accept the terms of the Standard Publift Agreement, subject to the amendments described in clause 4 below.
- 3.3 The parties acknowledge and agree that:
- (a) Publift is a wholly owned subsidiary of Company. In respect of clauses 3.2 and 4.1 of this Section C (Publift Services) only, Company acts both for itself and as agent for Publift. Customer acknowledges and agrees that Company is authorised by Publift to procure Customer's acceptance of the Publift Terms and to agree the amendments to the Publift Terms set out in this section C on Publift's behalf. Customer's acceptance of this Agreement constitutes Customer's acceptance of the Publift Terms directly with Publift; and
 - (b) the Publift Terms, as amended by this section C, constitute a separate agreement between Publift and Customer, and Publift may enforce the Publift Terms and this section C directly against Customer; and
 - (c) the Joint Controller Terms do not apply to the Publift Services, as they are separately governed by the Publift Data Processing Addendum (as defined in the Publift Terms).
- 3.4 Any liability arising from or in connection with Publift Services will be governed by the Publift Terms. For the avoidance of doubt, Company is not responsible for, and will not be liable for, liability arising from Publift Services.

4 Ignition for Marketplaces amendments to Publift Terms

- 4.1 Publift and Customer agree that the Publift Terms are amended as follows. Despite any other term of the Publift Terms:
- (a) references to Website or App shall be deemed to include Customer Digital Properties (as defined in the Agreement) for the purposes of this Agreement;

- (b) references to Fees shall also include any fees described as Publift fees in the Commercial Details of this Agreement;
- (c) Publift may share Confidential Information with Company and its Related Bodies Corporate (as defined in the Publift Terms) as reasonably required to facilitate the Services; and
- (d) Customer acknowledges that Publift provides essential functionality necessary for the Services. Accordingly:
 - (i) despite any existing right to terminate for convenience available under the Publift Terms, the Publift Terms may not be terminated for convenience by either party during any fixed term of this Agreement;
 - (ii) if the Publift Terms are expressed to apply for a fixed term that is shorter than the fixed term of this Agreement, the term of the Publift Terms will be deemed extended so that it aligns with the fixed term of this Agreement; and
 - (iii) for the avoidance of doubt, any for-cause termination rights in the Publift Terms continue to apply.

5 Effect of termination or expiry of the Agreement

- 5.1 The parties acknowledge and agree that the Publift Services are capable of being provided independently of the other Services under the Agreement and may continue after expiry or termination of the Agreement.
- 5.2 The termination or expiry of the Agreement does not, by itself, terminate the Publift Terms or any agreement between Publift and the Customer constituted by or arising under clause 3.3. The Publift Terms will continue in force after expiry or termination of the Agreement unless and until terminated or expired in accordance with their terms.
- 5.3 Where an Existing Publift Agreement is in place, that Existing Publift Agreement will continue, except that, from the date of expiry or termination of the Agreement:
 - (a) the amendments to the Publift Terms set out in clause 4 will cease to apply, except to the extent expressly stated to survive or required to give effect to rights or obligations accrued before that date; and
 - (b) unless otherwise agreed in writing, the fee arrangements that applied under the Existing Publift Agreement immediately before the Agreement commenced, or as otherwise varied in writing between Publift and the Customer, will apply.
- 5.4 Where no Existing Publift Agreement is in place, the Standard Publift Agreement, as accepted by the Customer under clause 3.3, will continue as a separate agreement between Publift and the Customer, except that, from the date of expiry or termination of the Agreement:
 - (a) the amendments to the Publift Terms set out in clause 4 will cease to apply, except to the extent expressly stated to survive or required to give effect to rights or obligations accrued before that date; and
 - (b) unless otherwise agreed in writing, the fee arrangements relating to Publift Services set out in the Commercial Details will continue to apply to the Publift Services.
- 5.5 For the avoidance of doubt, any termination or expiry of the Publift Terms after expiry or termination of the Agreement must be effected in accordance with the Publift Terms, and nothing in this clause limits any accrued rights, remedies or liabilities of Publift or the Customer in respect of the Publift Services.

D. Managed Services

1 Definitions

- 1.1 In these terms, unless the context otherwise requires:
 - (a) **Managed Services** means the yield, programmatic or other professional services provided by or on behalf of the Company to the Customer, such as setup, trafficking, operation, optimisation, reporting and management services in connection with the Ignition Platform, yield tools, programmatic capabilities and related products, as specified in the Commercial Details Form or as otherwise agreed in writing.

2 Application of these terms

- 2.1 To the extent Customer utilises:
- (a) Audience360 Managed Services;
 - (b) or other professional services provided by the Company
- the Additional Service Terms set out in this Section D (Managed Services) shall apply.

3 Customer obligations

- 3.1 The Customer must provide the Company with timely access to information, inventory, systems, configurations, permissions, data, technical environments and personnel reasonably required for the Company to perform the Managed Services.
- 3.2 The Customer remains responsible for the legality, accuracy and suitability of its inventory, content, data, disclosures, consent mechanisms and monetisation practices, and for ensuring it has all rights and permissions required for the Company to deliver the Managed Services.
- 3.3 The Company does not provide legal, regulatory, tax or other professional advice in connection with the Managed Services, including in relation to the configuration, implementation, deployment or operation of any systems, products or services. The Customer acknowledges and agrees that it is solely responsible for obtaining its own independent advice and for ensuring that all legal, regulatory and compliance requirements applicable to its use of the Managed Services, and any related configurations, settings, data practices, disclosures and monetisation activities, are satisfied.
- 3.4 Where Company accesses or uses any third-party platform, account or system on Customer's behalf (e.g. Google Ad Manager or other platform), Customer is responsible for ensuring that such access and use is authorised and complies with the applicable third-party terms.
- 3.5 To the extent the Managed Services are dependent on third-party platforms, technologies and services, the Company is not responsible for the availability, functionality, acts or omissions of any third-party platform.

4 No guarantees

- 4.1 The Company will use commercially reasonable efforts to perform the Managed Services, but does not guarantee any minimum revenue uplift, fill rate, yield outcome, campaign performance level, bid density, monetisation result or other financial or operational outcome. Any projections, benchmarks or estimates are indicative only and actual results will depend on factors outside the Company's reasonable control, including market demand, advertiser spend, seasonality, inventory quality, user traffic, technical implementation, third-party platforms and auction dynamics.

5 Scope of Managed Services

- 5.1 The scope, deliverables, implementation requirements, milestones and timeframes for the Managed Services will be as agreed in writing (in the Commercial Details or otherwise) by the parties from time to time. The Company is not obliged to provide any additional services or variations unless agreed in writing.

E. Audience Extension Services (XT Services)

1 Definitions

- 1.1 In these terms, unless the context otherwise requires:
- (a) **Audience360** means Automotive Exchange Pty Ltd ACN 129 848 915 (trading as Audience360), of 9 The Esplanade Perth WA 6000.

- (b) **Audience Extension** means the process of using XT Customer Data to target visitor groups/segments from Customer Digital Properties with advertising on third party digital properties.
- (c) **Audience Extension Services** or **XT Services** means the services provided by Audience360 under which Audience360 uses XT Customer Data to create, make available, promote, sell or otherwise facilitate audience segments, targeting solutions or advertising products that enable advertisers or other third parties to target users or visitor groups from Customer Digital Properties with advertising on third party digital properties.
- (d) **Customer Branding** means the Customer's name, logo and any brand assets provided by Customer to Audience360.
- (e) **Data Fees** means any data fees or other fees attributable to Audience Extension Services specified in the Commercial Details Form, or otherwise agreed by the parties in writing.
- (f) **Existing Audience360 Agreement** means an existing agreement between Customer and Audience360 governing Audience Extension Services.
- (g) **ID5 Agreement** means the *ID5 ID Site Agreement*, published at https://id5.io/universal-id/ID5_Site_Agreement_-_Click-Through_v3.6_10-15-2023.pdf or other URL as specified by Company from time to time, as amended from time to time in accordance with its terms.
- (h) **Net Income** means revenue received by Audience360 from provision of Audience Extension Services, less media, agency and other costs incurred by Audience360 in relation to those Audience Extension Services.
- (i) **XT Customer Data** means: (1) technical, demographic, geographic and behavioural data derived from placement of XT Tags on the Customer's Digital Properties; and (2) where agreed in writing by the parties, other types of data (e.g. hashed email addresses).
- (j) **XT Tag** means a script or code provided by Audience360 to Customer that facilitates the collection of XT Customer Data for the purpose of Audience Extension Services.

2 Application of these terms

- 2.1 To the extent Customer utilises Audience Extension Services, the Additional Service Terms set out in this Section E (Audience Extension Services) shall apply.

3 Which Audience360 terms apply?

- 3.1 Where the Customer is subject to an Existing Audience360 Agreement, the Existing Audience360 Agreement shall continue to apply, subject to the amendments described in clause 4 below.
- 3.2 Where the Customer is not subject to an Existing Audience360 Agreement, this section E (Audience Extension Services) shall apply.

4 Ignition for Marketplaces amendments to Existing Audience360 Agreement

- 4.1 Where Audience360 and Customer are subject to an Existing Audience360 Agreement, Audience360 and Customer agree that the Existing Audience360 Agreement terms are amended as follows:
 - (a) Audience360 may share Confidential Information with its Associate entities as reasonably required to facilitate the Audience Extension Services;
 - (b) Despite any existing right to terminate for convenience available under the Existing Audience360 Agreement, the Existing Audience360 Agreement may not be terminated for convenience by either party during any fixed term of this Agreement;

- (c) if the Existing Audience360 Agreement is expressed to apply for a fixed term that is shorter than the fixed term of this Agreement, the term of the Existing Audience360 Agreement will be deemed extended so that it aligns with the fixed term of this Agreement; and
 - (d) for the avoidance of doubt, any for-cause termination rights in the Existing Audience360 Agreement continue to apply.
- 4.2 Any fees described in the Existing Audience360 Agreement shall continue to be payable to the Company, unless otherwise expressly set out in the Commercial Details of this Agreement.
- 4.3 Any liability arising from or in connection with Audience Extension Services will be governed by the Existing Audience360 Agreement.

5 Appointment of Audience360

- 5.1 Audience360 agrees to provide Audience Extension Services to the Customer.
- 5.2 Unless agreed in writing between the parties:
 - (a) The Customer hereby appoints Audience360 as its exclusive worldwide provider of Audience Extension Services during the Term; and
 - (b) Without limiting clause 5, Customer must not during the Term:
 - (i) itself use XT Customer Data for Audience Extension purposes;
 - (ii) provide XT Customer Data to any third party for Audience Extension purposes; or
 - (iii) engage another provider to provide Audience Extension services, or other comparable services, to the Customer or a third party; and
 - (c) the Customer agrees to promptly refer all enquiries from third parties regarding Audience Extension to Audience360.

6 Deployment of XT Tags

- 6.1 Customer agrees to deploy XT Tags on each of the Customer Digital Properties for the Term, in accordance with technical specifications provided by Audience360 from time to time.
- 6.2 Customer agrees that it will comply with all applicable laws in relation to the XT Customer Data, including Privacy Laws. Without limiting the foregoing, as the entity in control of each Digital Property, Customer is solely responsible for providing all necessary notices to end users, and obtaining all necessary consents from end users, in accordance with all applicable Privacy Laws, to enable XT Customer Data to be collected, utilised and distributed by Audience360 for the purposes contemplated by this Agreement.
- 6.3 Upon each transmission of XT Customer Data to Audience360, Customer shall be deemed to represent and warrant that it has complied with clause 6.2 in relation to that XT Customer Data.
- 6.4 Customer acknowledges that XT Tags include technology provided by ID5 Technology Ltd (ID5), and acknowledges that it is a requirement of ID5 that Customer accepts the ID5 Agreement. Accordingly, Customer accepts the ID5 Agreement.

7 Intellectual Property

- 7.1 Customer hereby grants Audience360 a Term-limited, sublicensable, non-exclusive and royalty-free licence to use, copy and distribute XT Customer Data for the purposes of: (a) providing Audience Extension Services; and (b) statistical analysis and reporting (on an aggregated and anonymised basis only).
- 7.2 Customer hereby grants Audience360 a non-exclusive and royalty-free licence to use, copy and distribute Customer Branding for the purposes of Audience360 promoting the Audience Extension Services during the Term.
- 7.3 Customer represents and warrants that XT Customer Data and Customer Branding will not infringe a third party's Intellectual Property rights or other rights when utilised by Audience360 as contemplated under this Agreement.
- 7.4 Audience360 hereby grants Customer a non-exclusive and royalty-free licence to utilise the XT Tag in accordance with this Agreement and Audience360's reasonable instructions, solely for

the purpose of facilitating Audience Extension Services. Customer agrees to promptly remove XT Tags from its Customer Digital Properties upon expiry or termination of this Agreement.

8 Audience360's role

- 8.1 Audience360 will use its reasonable endeavours to sell advertising solutions that utilise audience segments derived from XT Customer Data.
- 8.2 The Customer acknowledges and agrees that Audience360 may adopt any lawful strategy for the purposes of reselling the XT Customer Data but that Audience360 makes no representation or warranty regarding the volume of XT Customer Data that will be sold nor the Data Fees that the Customer will receive under this Agreement.

9 Effect of termination or expiry of the Agreement

- 9.1 The parties acknowledge and agree that the XT Services are capable of being provided independently of the other Services under the Agreement and may continue after expiry or termination of the Agreement.
- 9.2 Where an Existing Audience360 Agreement is in place, that Existing Audience360 Agreement will continue, except that, from the date of expiry or termination of the Agreement:
 - (a) the amendments to the Existing Audience360 Agreement set out in clause 4 will cease to apply, except to the extent expressly stated to survive or required to give effect to rights or obligations accrued before that date; and
 - (b) unless otherwise agreed in writing, the fee arrangements that applied under the Existing Audience360 Agreement immediately before the Agreement commenced, will apply.
- 9.3 Where no Existing Audience360 Agreement is in place, the termination or expiry of the Agreement does not, by itself, terminate or end the Customer's appointment of Audience360, or the rights and obligations of the parties in respect of the XT Services under this Section E. Those rights and obligations will continue after expiry or termination of the Agreement as a continuing arrangement between the Company and the Customer, unless and until it is expressly terminated by either party, by providing written notice to the other party. From the date of expiry or termination of the Agreement, unless otherwise agreed in writing:
 - (a) the provisions of this Section E will continue to apply to the XT Services;
 - (b) the Commercial Details will continue to apply to the extent they relate to the XT Services, including any Data Fees, exclusivity arrangements, revenue share, reporting requirements and other commercial terms applicable to the XT Services; and
 - (c) any provisions of the Agreement necessary to give effect to the XT Services, including payment, confidentiality, privacy, data protection, liability, dispute resolution and general interpretation provisions, will continue to apply to the XT Services.
- 9.4 For the avoidance of doubt, termination or expiry of the Agreement does not affect any accrued rights, remedies or liabilities of either party in respect of the XT Services, including any obligation to pay Data Fees or other amounts accrued before or after expiry or termination of the Agreement.