

CERTIFICATION AGREEMENT

Effective as of September 2018

IMPORTANT – READ CAREFULLY: THE PARTIES TO THIS CERTIFICATION AGREEMENT (“AGREEMENT”) ARE, ON THE ONE HAND, THE USER (“USER”) (FURTHER DEFINED BELOW) AND ON THE OTHER HAND, THE DIGITAL ADVERTISING ALLIANCE (“DAA”). (USER AND DAA ARE EACH A “PARTY” AND TOGETHER, THE “PARTIES” TO THIS AGREEMENT.)

THIS AGREEMENT PERMITS THE USER THE RIGHT TO OBTAIN CERTIFICATION TO USE THE DAA ICON (AS FURTHER DEFINED BELOW) IN THE TERRITORY (AS FURTHER DEFINED BELOW) FOR THE PURPOSES OF PROVIDING CONSUMERS WITH ENHANCED TRANSPARENCY AND CONTROL TOOLS IN THE TERRITORY AND SIGNIFYING AND CERTIFYING USER’S COMPLIANCE WITH THE SELFREGULATORY PRINCIPLES FOR ONLINE BEHAVIORAL ADVERTISING, THE APPLICATION OF SELF-REGULATORY PRINCIPLES TO THE MOBILE ENVIRONMENT, THE SELF-REGULATORY PRINCIPLES FOR MULTI-SITE DATA, AND ANY OTHER PRINCIPLES PROMULGATED BY THE DAA IN THE U.S. OR BY A DAA-RECOGNIZED SELF-REGULATORY ORGANIZATION FOR THE TERRITORY DURING THE TERM OF THE AGREEMENT (ALL SUCH PRINCIPLES SHALL BE COLLECTIVELY IDENTIFIED HEREIN AS THE “DAA PRINCIPLES”).

IF THE INDIVIDUAL PERSON ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF AN EMPLOYER OR ANOTHER ENTITY THAT WILL BE THE DESIGNATED USER, PLEASE NOTE THAT SUCH PERSON ON BEHALF OF THE DESIGNATED USER ALSO AGREES AND REPRESENTS THAT SUCH INDIVIDUAL HAS THE FULL LEGAL AUTHORITY TO BIND THE NAMED EMPLOYER OR ENTITY TO THIS AGREEMENT AND ACCEPT THIS AGREEMENT ON ITS BEHALF.

1. DEFINITIONS

1.1. DAA Icon. “DAA Icon” shall mean the trademark(s) or certification mark(s) along with (any) accompanying text (e.g., “Ad Choices,” “Why did I get this ad?,” “Interest Based Ads,” “Political Ad”) identified by the DAA on the DAA Site, and as presented in accordance with the DAA’s Ad Marker Creative Guidelines (defined below), as the foregoing may be amended and updated by the DAA from time to time.

1.2. DAA Site. “DAA Site” shall mean the DAA’s website located at *aboutads.info* or such other address(es) as designated by the DAA from time to time.

1.3. Territory. “Territory” shall mean Canada, Argentina, India, and the other countries or regions identified by the DAA on the DAA Site as such description may be revised from time to time by the DAA and which User acknowledges and agrees may exclude certain countries or territories and include the DAArecognized, approved, and simultaneously operated the DAA programs for particular areas that are promoting the DAA Principles outside the United States, including the Alianza de Publicidad Digital de Argentina (“APDA”) and Digital Advertising Alliance of Canada (“DAAC”) and any others designated by the DAA from time to time.

1.4. User. References to “User” throughout this Agreement shall be restricted to named User (on the account associated with acceptance of this Agreement), its subsidiaries and affiliates, as defined in the DAA Principles, and each of its employees, agents, and contractors that are specifically requested by User to use, manage, and monitor its use of the DAA Icon solely for User’s benefit and in compliance with this Agreement.

2. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, the DAA hereby grants, and User hereby accepts, a limited, revocable, non-transferable, non-sublicensable, and non-exclusive license to use the DAA Icon in the Territory only during the term of this Agreement and only for the purpose of signifying and certifying User’s compliance with the DAA Principles in the Territory.

3. **USAGE AND THE AD MARKER CREATIVE GUIDELINES.** The DAA Icon shall be made available to User solely in accordance with those instructions and guidelines found at the DAA Site (“Ad Marker Creative Guidelines”), and User may only place the DAA Icon on the website(s), advertisements, or mobile applications User owns or has Control over (as defined in the DAA

Principles), and that have been identified and made known by User to the DAA in writing. Pursuant to the Ad Marker Creative Guidelines, the DAA Icon must be displayed in the official colors and format and in the same form as presented by the DAA. User's placement or use of the DAA Icon shall be in a manner that solely communicates User's (and not any other third party's) certification and adherence to the DAA Principles, but in no event shall such use of the DAA Icon suggest or imply (i) a mischaracterization of the relationship with DAA, or (ii) the DAA's promotion or endorsement of any product, service, program, cause, campaign, website, mobile application, or information.

4. **LICENSE GRANT RESTRICTIONS.** This Agreement provides only a license and not an assignment or sale. The DAA transfers no ownership or intellectual property interest or title in and to the DAA Icon to User or anyone else. User shall also not have the right or power, express or implied, to bind the DAA, and any right not expressly granted under this Agreement in and to the DAA Icon is hereby reserved by the DAA. Accordingly, User may not modify, translate, decompile, create derivative work(s) of, copy, distribute, broadcast, transmit, publish, remove, or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the DAA Icon. Without limitation of the foregoing, User acknowledges and agrees that it will not use the DAA Icon to interfere directly or indirectly with a U.S. local, state, or federal election. As condition of certification, User acknowledges and agrees that the DAA, or any third party the DAA designates or reasonably deems necessary to act on its behalf, has the right to monitor and review User's use of the DAA Icon and ensure compliance with the DAA Principles, the Ad Marker Creative Guidelines, or this Agreement.
5. **USER OBLIGATIONS.** User uses the DAA Icon on User's own volition and is responsible for compliance with all applicable local laws. Such obligation to abide by applicable laws, rules, and regulations will apply and be with respect to compliance with the DAA Principles (as implemented in the applicable portion of the Territory). In connection with the foregoing, User shall be responsible for joining, participating, or otherwise subjecting itself to the jurisdiction of, during the term of this Agreement, a program recognized by the DAA from time to time that works with ensuring compliance with Principles in the Territory (or parts thereof). In addition, User hereby grants to the DAA during the term of this Agreement a non-exclusive, worldwide, royalty-free right and license to use User's name and logo (including the trade name and logo of any entity that uses the DAA Icon through User and pursuant to this Agreement) on the DAA's website(s) or in promotional materials solely to indicate User's participation in the Self-Regulatory Program for Online Behavioral Advertising. The DAA acknowledges that the User reserves all other rights to the User's name and logo. User further covenants to the DAA that it has taken and will continue to take all action(s) necessary to enter into and fully perform its obligations under this Agreement, including the provision of accurate and complete information and having a person the legal age of majority accept this Agreement. In addition, User acknowledges that it is and shall remain responsible for the conduct of its employees, agents, and contractors in connection with or arising out of their acts or omissions in respect of this Agreement and the DAA Principles. User agrees to use commercially reasonable efforts to promptly notify the DAA in writing of any of the following after becoming aware of same: (a) any infringement, dilution, and/or unauthorized use of the DAA Icon, (b) any unfair competition relating to the DAA Icon, (c) any other apparent violation of the rights of the DAA, and (d) any violation of any right or certification granted to User under this Agreement.
6. **DAA ICON FEE.** User agrees to pay the DAA, on a timely basis, the applicable fee(s) for use of the DAA Icon in the Territory (or for the applicable portion thereof). The applicable fee for use of the DAA Icon in the corresponding Territory (or part thereof) will be set and posted at the DAA Site and be per twelve (12) month period, and is subject to adjustment as provided in the Agreement and described below. In addition, User acknowledges and agrees that all fees are nonrefundable, shall not be pro-rated in the event of any termination, and are exclusive of any Internet, sales, use, value-added, excise, and other associated taxes, which shall be borne and paid by User as applicable, excluding taxes based on the DAA's net income. All payments shall be made in U.S. Dollars. User shall otherwise bear its own costs and expenses incurred in connection with its compliance with the terms and conditions set forth herein and in the Agreement. The DAA agrees to provide at least thirty (30) days' prior written notice of any such change (effective upon January 1 of the next calendar year) and will not increase any fee more than once during any calendar year. Any and all fees associated with the DAA Icon may be increased each calendar year and shall be due and payable to the DAA in full and in advance of any use by the User of the DAA Icon, and such fee

shall renew automatically and become due (at the then-current rate in effect (including any increase)) on the twelve (12) month anniversary of the Agreement, unless notice of termination, nonrenewal, or an opt-out of use of the DAA Icon in a particular part of the Territory is properly provided to the DAA in a timely manner. The DAA will invoice User for use of the DAA Icon in the applicable Territory and provide User thirty (30) days from the date of the invoice to make changes to User's preferred scope of the Territory or request nonrenewal.

7. **PROPRIETARY RIGHTS.** The DAA Icon is owned by The Digital Advertising Alliance. Copyright 2010-2018 © Digital Advertising Alliance and/or its licensors. All rights reserved. User shall not intentionally utilize the DAA Icon in any manner that knowingly or intentionally interferes with, tarnishes, or diminishes the value or good will of the DAA Icon or otherwise harms the reputation of the DAA and/or the committee members comprising the DAA. The DAA shall have the exclusive world-wide right to file and prosecute trademark applications, certification mark applications, renewals, or other documentation regarding the DAA Icon, and User shall not take any action inconsistent with this right or which relates, directly or indirectly, to the registration of the DAA Icon (or any part thereof) with any trademark office, domain name registrar, service provider, or governmental authority. User further agrees that it shall in no way contest or deny the validity of, or the right or title of the DAA in or to the DAA Icon, shall not assert or contest any ownership rights in and to the DAA Icon or the intellectual property rights derived therefrom in any action or proceeding of whatever kind or nature, and shall not encourage or assist others directly or indirectly to do any of the foregoing during the lifetime of this Agreement and thereafter. Any downloadable or printable information or materials available through the DAA Icon or DAA Site, unless otherwise indicated, are owned by the DAA and/or its licensors. DAA, DIGITAL ADVERTISING ALLIANCE, ABOUTADS, AD CHOICES, ABOUT POLITICAL ADS, the Digital Advertising Alliance logo, and all other names, logos, and icons identifying the DAA and its solutions, products, and services are proprietary trademarks of the DAA, and any use of such marks without the express written permission of the DAA is strictly prohibited. Other service, product, or company names mentioned on the DAA website may be the trademarks and/or service marks of their respective owners. The DAA reserves the right to instruct User to immediately cease using the DAA Icon at issue and User agrees that, upon receiving any such instruction from the DAA, User will immediately cease all use thereof. User acknowledges and agrees that the DAA shall have no liability for the cessation of use of any DAA Icon in accordance with this provision.
8. **TERM AND TERMINATION.** This Agreement will take effect upon the sooner to occur of: (i) the date of acceptance of this Agreement, or (ii) User downloading, copying, or using the DAA Icon. Unless otherwise terminated earlier (as set forth below), this Agreement will remain in effect for an initial period of twelve (12) months. This Agreement will automatically renew for additional and subsequent twelve (12) month periods until terminated by either Party (as set forth below). Either Party may choose not to renew this Agreement by providing written notice to the other Party no less than thirty (30) days prior to any anniversary of the Agreement. In addition, this Agreement will terminate (i) immediately if User fails to pay any amount owed to the DAA in a timely manner, uses the DAA Icon in a manner not expressly permitted herein, or fails to comply with the DAA Principles (with User acknowledging and agreeing that the DAA will have the sole right to determine in its reasonable discretion whether User has engaged in any activity that violates the license grant or the DAA Principles); (ii) except as provided in (i), upon fifteen (15) days' notice if User fails to comply with any other term or condition of this Agreement; or (iii) immediately upon User providing the DAA written notice of termination. Upon termination of this Agreement, the right to use the DAA Icon granted herein will immediately terminate and User shall immediately cease all use of the DAA Icon, remove the DAA Icon from all materials (electronic or printed) and all sites or applications, and otherwise destroy or delete all materials displaying, incorporating, or depicting the DAA Icon. The DAA shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement in accordance with this section. In addition to the "Miscellaneous" section below, the provisions concerning the DAA's proprietary rights, indemnity, warranty disclaimer, limitation of liability, termination, and governing law will survive the termination of this Agreement.
9. **OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions (including DAA's Privacy Policy) may apply to the DAA's collection of personal information, certain DAA solutions or services, receipt of (or access to) certain materials, participation in a particular program or survey, and/or to specific portions or features of the DAA website.

10. **WARRANTY; DISCLAIMER.** Each of the DAA and User mutually represent and warrant that (i) the person executing this Agreement on its respective behalf has the legal authority to bind such party, and (ii) it has right, power, and authority to (a) enter into this Agreement, (b) make the representations and warranties contained herein, and (c) commit to and perform the duties, obligations, and covenants set forth hereunder. User further represents and warrants that User will, at all times, provide true, accurate, current, and complete information when submitting information or materials to the DAA. EXCEPT FOR THE FOREGOING, THE DAA ICON IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND THE DAA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE DAA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USER’S USE, OF THE DAA ICON. THE DAA ALSO DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT, THE MATERIALS, THE ACCURACY OF THE INFORMATION, AND/OR THE QUALITY OF THE INFORMATION, PRODUCTS OR SERVICES PROVIDED BY, AVAILABLE THROUGH, OR ADVERTISED ON ANY THIRD PARTY WEBSITE(S) OR APPLICATION(S). WITHOUT LIMITATION OF THE FOREGOING, YOU ACKNOWLEDGE THAT THE DAA ICON IS IN PART PROVIDED TO OFFER PARTICIPATING COMPANIES THE ABILITY TO SET OPT-OUT COOKIES, AND THAT NEITHER THE DAA NOR PARTICIPATING COMPANIES WARRANT THAT THE DAA ICON WILL BE ERROR-FREE OR ALWAYS WORK AS INTENDED. MOREOVER, NOTHING HEREIN, HOWEVER, IS EITHER A REPRESENTATION OR A WARRANTY BY THE DAA THAT USER’S PRODUCTS OR SERVICES (OR ANY PORTION THEREOF) COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, ORDERS, OR REGULATIONS.
11. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION OBLIGATION SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. THE DAA SHALL ALSO HAVE NO LIABILITY UNDER THIS AGREEMENT FOR USER’S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE, METHOD OF SALE, OR DISTRIBUTION. IN ADDITION, THE DAA ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIMS OR OBLIGATIONS THAT MAY RESULT DIRECTLY OR INDIRECTLY FROM THE COMMUNICATIONS, CONTRACTS, OR INTERACTIONS USER (AS COLLECTIVELY DEFINED HEREIN) ESTABLISHES USING THE DAA ICON. THE DAA’S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS (DIRECT, INDIRECT, OR OTHERWISE) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), REGARDLESS OF THE CLAIM(S), DAMAGE(S), OR CAUSE(S) OF ACTION. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT FOR THE USE OF THE DAA ICON.
12. **INDEMNITY.** User agrees to defend, indemnify, and hold harmless the DAA and its members, affiliates, employees, agents, directors, officers, attorneys, contractors, agents, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from (i) User’s misuse of the DAA Icon in violation of this Agreement, (ii) violations of applicable law proximately caused by User, (iii) User’s products and services, and (iv) any breach by User of this Agreement. The DAA shall give User prompt written notice of any such third party claim giving rise to a claim by the DAA for indemnity hereunder. User shall bear sole responsibility for the defense and/or settlement of such for which it is responsible; provided, however, that (i) User shall keep the DAA informed of, and consult with the DAA in connection with the progress of each claim, and (ii) User shall not have any right, without the DAA’s written consent, to settle any claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of the DAA and/or any of its affiliates. Notwithstanding any of the foregoing, the DAA shall have the right, in its absolute discretion, to employ attorneys of its own choice and at its expense and to institute or defend any claim.
13. **GOVERNING LAW.** This Agreement shall be construed and interpreted in the English language only, and all communications and notices to be made or given pursuant to this Agreement shall be in

the English language. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of New York. All actions or claims related to or associated with this Agreement will be brought solely in the federal or state courts in New York, U.S. and all Parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. User also acknowledges that any breach, threatened or actual, of this Agreement will cause irreparable injury to the DAA, such injury may not be quantifiable in monetary damages, and the DAA may not have an adequate remedy at law. User therefore agrees that the DAA shall be entitled, in addition to other available remedies, to seek an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of User's obligations under any provision of this Agreement. Accordingly, User hereby waives any requirement that the DAA or its licensors or suppliers post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to the DAA to enforce any provision of this Agreement.

14. **MISCELLANEOUS.** This Agreement, the DAA Principles, and the Ad Marker Creative Guidelines set forth herein the entire agreement between User and the DAA with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between User and the DAA with respect to the DAA Icon. Except as otherwise permitted herein, this Agreement shall not be modified other than by a written agreement, signed by the Parties. The foregoing, however, in no way limits the DAA's ability to revise the DAA Principles and the Ad Marker Creative Guidelines, which the DAA may make at any time, or the applicability of any changes, revisions, or modifications made to the DAA Principles and/or the Ad Marker Creative Guidelines to the User. If DAA makes such a modification or change, the DAA will provide notice of such change at its designated website for at least thirty (30) days, and to User using reasonable means (*e.g.*, via e-mail, courier, or telephone to the current contact information provided by User). User should periodically review the DAA website and the DAA Principles or the Ad Marker Creative Guidelines for any changes. Any continuing use of the DAA Icon following such thirty (30) day period will be deemed conclusive acceptance of the modification or change. If User does not agree with any change, User shall immediately terminate this Agreement and cease all use of the DAA Icon as set forth above. Failure by the DAA to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid, or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid, or unenforceable in part shall continue in full force and effect. Headings are convenience only and have no legal or contractual effect. User and the DAA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between User and the DAA as a result of this Agreement. User may not assign or otherwise transfer this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic scanned transmission will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic scanned transmission will be deemed to be their original signatures for all purposes.
15. **CONTACT INFORMATION.** If User has questions regarding the DAA Icon, or if User is interested in obtaining more information or rights concerning the DAA or its programs, services, or solutions, please contact the Digital Advertising Alliance at privacy@aboutads.info.