FAQ for Tealium Master Services Agreement

Thank you for taking the time to review this FAQ. It was designed to provide you with helpful information about Tealium's tag management and data orchestration services delivered via our SaaS platform (the "Services") and the accompanying Master Services Agreement that was drafted to describe unique aspects and functionality of the Services ("MSA"). We hope this FAQ will provide you with some helpful context as you review the MSA. This FAQ is provided for informational purposes only and will not form part of the contract being contemplated between the parties.

The Tealium Services

What am I buying?

Multi-tenant Offering. The Services are a cloud based multi-tenancy tag management and data orchestration solution (customer data platform). That means that the Services are provided to all our customers on a shared architecture, code base, and infrastructure. Because of the multi-tenant nature of the Services, we can't provide custom service offerings for you, but we do offer several different types of products, specialized configurations, and various geographic hosting locations available for you to choose from.

What am I not buying?

Tealium does not provide customized software, work for hire, deliverables owned by our customers, or bespoke software. Tealium does not provide industry-specific services or personal services. It is important that our Customers understand that they are purchasing a subscription to existing cloud-based services which can be used across any industry.

Pricing. All costs and the payment schedule will be listed in the Service Order. The Services are a standard "pay in advance" subscription service, with the payment based on annual volume purchased (as opposed to seats or users). If you exceed the annual volume purchased, you will be charged for "overages" as set forth in your Service Order. Implementation and training costs are separate.

Why use the Tealium MSA?

Specially-crafted Documents. As described in this FAQ, the Services are a multi-tenant "one-for-all" model. Our MSA was carefully drafted to accommodate and describe the unique features of the Services, including definitions and descriptions of our products, our security measures, our SLAs, and the use of Customer Data. We regularly review our MSA and have created a fair and balanced agreement based on customer feedback and industry accepted positions.

The **Service Order ("SO")** contains the specifics of what Services you are purchasing, including the volume and time commitment, along with invoice schedules and payment timeframes. When we provide implementation services, or training services, we would include a **Statement of Work ("SOW")** that contains some additional terms and details about the scope of those services.

What is the structure of the MSA? Our MSA contains most of the legal terms that govern our relationship, including the definitions we use to describe the Services, warranties, provisions about intellectual property (you own your Customer Data, and Tealium owns its technology and platform), both of our obligations about confidential information and indemnity, and the insurance that Tealium carries with respect to its business, among other things.

The MSA will also include other documents as referenced or attached:

- The **Service Level Agreement ("SLA")** contains our commitment to availability across all of our Services, and your remedies in the unlikely event we do not meet our commitment.
- The **Data Security Statement ("DSS")** contains details of the organizational and technical security measures designed to protect your data.
- The **Data Processing Agreement ("DPA")** contains details of our data processing policies in compliance with applicable privacy laws and regulations.
- The **Business Associate Agreement ("BAA")** contains details of our commitments within our HIPAA-compliant environments.

Can the Tealium MSA be modified? We anticipate that Customers may want to talk through our documents to understand our positions, but our expectation is that no modifications are needed to our MSA. We have carefully crafted our documents to reflect our policies and procedures while being fair and balanced to our Customers. Tealium is unable to apply, for example, different security terms to only your specific account. Our indemnification and limitation of liability have been specifically balanced to reflect an acceptable risk based on the underlying transaction and we are unable to approve a higher risk level on an individual basis. Our service levels and delivery methods are standard across all of our products and we cannot change our processes or levels for just one Customer. For specific changes to payment and other commercial terms, your Tealium representative can discuss available options.

Tealium Inc.

Master Services Agreement

This Master Services Agreement ("Agreement" or "MSA") is entered into by and between Tealium Inc., a Delaware corporation ("Tealium") and the customer identified below ("Customer") and is effective as of the date of a Party's last signature (the "Effective Date"). Customer's use of the Services constitutes Customer's agreement to the terms of this MSA.

1. Definitions. The following defined terms are used in this MSA:

"ACL" means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act* 2010 (Cth).

"Affiliate" means a Related Body Corporate of a Party and includes an entity controlled by, controlling, or under common control with, a Party.

"Attribute" means a unique characteristic of a Visitor or a particular visit to Customer's Digital Property that collects in the Tealium customer data platform. Examples of Attributes include visit duration, favorite product, active browser, badged visitor, exit URL, and date of purchase. Attribute limitations will be specified in the applicable Service Order.

"Authorized Usage Level" means the maximum number of Sessions, Events, Attributes, or other usage units (as specified on the applicable Service Order) that can be initiated using the Services without incurring an Additional Usage Fee.

"Claim" has the meaning specified in Section 10.1.

"Code" means any and all HTML code, JavaScript, mobile SDK or other computer language code or instructions that Tealium provides to Customer in conjunction with the Services. The Code will be deemed part of the Tealium Technology, as such Technology is defined below.

"Collect Tag" means the single, specific piece of Code that enables the collection of data from Digital Properties and transmission of that data to the Services.

"Confidential Information" means any information disclosed by one Party to the other in writing and marked "confidential," or which should, under the circumstances, be understood to be confidential by a person exercising reasonable business judgment. Confidential Information includes without limitation: (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results; (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies; (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits; (d) other information of a similar nature not generally disclosed by disclosing Party to the public; (e) Customer Data; and (f) User Data.

"Connector" means a connection between Tealium servers and a Customer-selected vendor's servers as implemented in connection with the Tealium AudienceStream or EventStream Services.

"Connector Action" means a specific configuration in a Connector that enables a specific stream of Event or Visitor data to a Customer selected destination.

"Connector Call" means Event or Visitor data transmitted from a Tealium server via a Connector Action.

"Corporations Act" means the *Corporations Act* 2001 (Cth).

"Customer Data" means electronic data and information submitted by or for Customer to the Services including enhancement and output thereof derived from use of the Services. For the avoidance of doubt, Customer Data includes User Data and Visitor Profile Data.

"Data Protection Claims" means any claims arising from a party's breach of (a) Section 6 (Confidential Information) with respect to Customer Data where such breach results in a Security Incident, (b) any breach of Customer's obligations under the DPA, and (c) Section 8.2 (Data Security) or any breach of Tealium's obligations under the DSS or DPA.

"Data Retention Period" means the period of time event-related or audience-related data will be retained in a Customer-selected Tealium data storage Service. Customer Data will be retained for the Data Retention Period specified in the applicable Service Order. For the Tealium AudienceDB and EventDB Services, if no period is specified in the applicable Service Order, the Data Retention Period is 13 months. For the AudienceStore and EventStore Services, the Data Retention Period is thirty (30) days.

"DPA" means the Data Processing Addendum located at https://tealium.com/assets/docs/legal/CPP_FAQ-Americas_ROW_2022.pdf

"DSS" means the Data Security Statement located at https://tealium.com/assets/docs/legal/CPP_FAQ-Americas_ROW_2022.pdf

"Digital Property" means a domain, native app, mobile app, connected device, or digital instance on which the Services are deployed that are (a) owned and administered by Customer, (b) owned by an Affiliate of Customer and administered by Customer, or (c) owned and administered by an Affiliate authorized to use the Services pursuant to this Agreement.

"Documentation" means Tealium's published technical documentation and usage guides for the applicable Service made available in Tealium's online help files or through the Services.

"Event" means any call made to Tealium's data collection servers, or any row of data uploaded to Tealium by or on behalf of Customer using Tealium's omnichannel capability, or any Connector Call, or other API call made to Tealium by or on behalf of Customer.

"Excluded Claims" means (a) a party's breach of its obligations in Section 6 (Confidential Information) (but excluding obligations and claims relating to Customer Data); (b) Customer's knowing or intentional breach of Section 7.2 (Customer Negative Covenants – the "Won't Do's"); or (c) Customer's breach of 7.3 (Data Protection); (d) either party's express obligations under Section 10 (Indemnification); and (e) either party's liability for gross negligence or willful misconduct resulting in an action in tort.

"Force Majeure" means any cause beyond such Party's reasonable control, including but not limited to the weather, unavailability of utilities or communications services (including access to the Internet), civil disturbances, acts of civil or military authorities, or acts of God.

"Highly Sensitive Data" means Personal Data whose unauthorized disclosure or use could reasonably entail a serious potential security or privacy risk for a data subject, including but not limited to government issued identification numbers such as national insurance numbers, passport numbers, driver's license numbers, or similar identifier, or credit or debit card numbers, medical or financial information, biometric data, and/or financial, medical or other account authentication data, such as passwords or PINs.

"Impressions" means any instance where the Tealium ViewThrough cookie is either read or written.

"Malicious Code" means computer instructions or software code whose purpose is to disrupt, damage or interfere with the Services or any Party's computer or communications systems, networks, facilities or equipment, or to provide unauthorized access to such systems, networks, facilities or equipment. Examples of Malicious Code include, without limitation, any code containing viruses, Trojan horses, worms, traps, spyware, back doors, disabling devices or similar destructive code or code that self-replicates.

"Non-Tealium Products" means third party systems or services with which Customer may have the ability to connect, many of which may be listed on the Tealium website (which list may vary from time to time) under "integrations" or "marketplace".

"Overage Fee" means the fee or fees identified on the applicable Service Orders that will apply if Customer's use of the Services exceeds the Authorized Usage Level.

"Party" means Customer and/or Tealium, as applicable.

"**Personal Information**" (also referred to as **"Personal Data"** or **"Personally Identifiable Information")** has the meaning set forth in the Privacy Act , or if no definition, means information about an individual that can be used to identify, contact or locate a specific individual, or can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual.

"Predict Model Versions" or "Model Versions" means unique versions of training models created in Tealium Predict.

"Privacy Act" means the *Privacy Act* 1988 (Cth).

"Related Body Corporate" has the meaning given to it in section 9 of the *Corporations Act*.

"Security Incident" means any breach of Tealium's obligations under the DSS that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data, but does not include any Unsuccessful Security Incident.

"Services" means any and all subscription or recurring services, including use of the Code, purchased by Customer as specified in one or more Service Orders and provided by Tealium under this MSA. **"Technical Services"** means certain implementation, deployment, configuration, consulting, training, professional, and educational services provided by Tealium to Customer that may be described in an SOW or Service Order and provided by Tealium under this MSA.

"Service Order" means a service order or order form, including any attachments attached thereto or incorporated therein by reference, and signed by Tealium and Customer, which sets forth the

Services and Technical Services to be provided by Tealium, the price, the payment terms, the Authorized Usage Level(s), the term of the Service Order (**"Service Term"**), and other terms relevant to delivery of the Services.

"Service Data" means query logs, and any data (other than Customer Data or User Data) relating to the operation, support and/or about Customer's use of the Services.

"Session" means a discrete visit to a Digital Property by a Visitor where the Visitor does not leave the Digital Property and no more than thirty (30) minutes of inactivity between two (2) consecutive Visitor actions on the Digital Property occurs.

"SLA" means the Tealium Service Level Addendum located at https://tealium.com/assets/docs/legal/CPP_FAQ-Americas_ROW_2022.pdf

"SOW" means a statement of work agreed by the Parties describing the Technical Services or Professional Services to be performed, and any dependencies, technical specifications or other information related to the Technical Services or Professional Services.

"Tealium Network" means components involved in the provision of Services, which include but are not limited to, physical or virtual network devices, applications, hardware or software, servers, databases and networks.

"Technology" means any proprietary technology, including internet design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), know-how, trade secrets, and any related intellectual property rights (including without limitation copyright, patent, trade secret, and trademark rights) throughout the world and any derivatives, improvements, enhancements, or extensions of such technology conceived, reduced to practice, or developed during the Term by the owner of such technology.

"Term" has the meaning specified in Section 12.1.

"Unsuccessful Security Incident" means an unsuccessful attempt or activity that does not compromise the security of Customer Data, including (without limitation) pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

"User Data" means the login details and contact information of the authorized users of the Services.

"Visitor" means an individual who accesses Digital Properties on which the Services are implemented.

"Visitor Profile Data" means data concerning Visitors derived from Customer Data processed with Tealium's AudienceStream Service.

"Visitor Profile Term" means the trailing period of time in which a Visitor must visit a Digital Property in order to be included in a given set of Visitor Profile Data. If a specific Visitor Profile Term is not defined on a given Service Order, the applicable Visitor Profile Term will be the thirteen (13) month period immediately preceding the time of measurement.

2. Services, Service Levels and Customer Assistance.

2.1 Services. During each applicable Service Term, Tealium will provide the Services and Technical Services to Customer. Each Service Order specifies an Authorized Usage Level and Service Term(s). Customer will either (a) ensure that use of the Services does not exceed its Authorized Usage Level or (b) if use of the Services exceeds the Authorized Usage Level, it will pay the Additional Usage Fee invoiced by Tealium according to the terms of the applicable Service Order.

2.2 Use of Services. During the applicable Service Term:

(a)   Customer is authorized to use the Services with respect to all Digital Properties in accordance with this MSA;
(b)   Tealium grants Customer a limited, non-exclusive, non-transferable (with no right to sublicense) right and license to copy the Code only for insertion in Digital Properties for use in connection with the Services; and
(c)   If Customer purchases any Services without also purchasing Tealium iQ Services, Customer may deploy the Collect Tag only for transmitting data to Tealium.

Tealium does not grant any other rights to the Code. Tealium reserves all rights not expressly granted under this MSA, and there are no implied rights granted by Tealium hereunder, whether by estoppel or otherwise.

2.3 Affiliate Use of the Services.

Affiliates may purchase Services from Tealium by executing a Service Order which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Affiliate and Tealium. If the Affiliate resides in a different country than Customer, then the Service Order may include modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

2.4 Service Level Agreement. Tealium will provide the Services in accordance with the terms set forth in the SLA. The remedies set forth in the SLA are Tealium's sole liability, and Customer's sole and exclusive remedy, for any failure of Tealium to provide the Services in accordance with the performance metrics set forth in the SLA.

2.5 Customer Assistance. Customer will supply Tealium personnel with such information, resources, and assistance as Tealium may reasonably request in order to provide the Technical Services. Customer acknowledges and agrees that Tealium's ability to successfully provide the Technical Services in a timely manner is contingent upon its timely receipt from Customer of such information, resources and assistance as may be reasonably requested by Tealium. Tealium will have no liability for deficiencies or delays in the Services resulting from the acts or omissions of Customer, its agents, or employees or performance of the Services in accordance with Customer's instructions.

2.6 Regions. Customer may specify the location(s) where Customer Data (except User Data) will be hosted within the Tealium Network from the following list, as updated by Tealium from time to time: (i) USA; (ii) Ireland; (iii) Germany; (iv) Japan; (v) Australia; and (vi) Hong Kong (each a "Region"). Once Customer has made its choice, by properly configuring the Services, Tealium will not transfer the hosting of Customer Data from Customer's selected Region(s) except under Customer's further written instructions or as necessary to comply with the law or a valid and

binding order of a law enforcement agency (such as a subpoena or court order). User Data is hosted in the USA.

3. Non-Tealium Products or Services. The Services include the ability to connect to and exchange data with Non-Tealium Products. Tealium does not support Non-Tealium Products, and Customer will decide whether or not to enable them. Any use of Non-Tealium Products in connection with the Services is solely between Customer and the applicable third-party provider. If Customer's use of the Services includes use of Connectors, then Customer covenants that (a) it has a contractual relationship with the vendor to which the Connector may exchange Customer Data giving Customer the right to exchange Customer Data with such vendor, and (b) it will comply with all obligations and restrictions imposed by such vendor. Customer acknowledges that modification and connectivity of the vendor specific API is controlled by such vendor.

4. Payments. Customer will pay the undisputed fees set forth in the invoices in the amounts and at the times stated in each Service Order. Unless otherwise specified in the applicable Service Order, Customer agrees to reimburse Tealium for pre-approved travel, lodging and meal expenses incurred in the course of providing Technical Services at any location other than Tealium's site. Tealium will invoice Customer for expenses incurred on a pass-through basis without any uplift. Any payment not received when due will accrue interest on the outstanding amount at a rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is lower. Customer will pay to Tealium all expenses incurred by Tealium in exercising its rights to late payments under this MSA, including, but not limited to, reasonable legal fees and the fees of any collection agency retained by Tealium. All sums payable under this MSA are exclusive of: (a) VAT, GST or any relevant local sales or use taxes; (b) income taxes assessed by any governmental agencies, including, but not limited to withholdings and royalties; and (c) other taxes and similar fees imposed on the delivery of Services, (collectively "Taxes"). Customer will be responsible for the payment of all Taxes except for taxes on Tealium's income. Except as expressly provided in this MSA, all fees due hereunder are non-refundable and are not contingent on any additional services or products to be provided by Tealium.

4.2 If GST is imposed on a Taxable Supply made by Tealium to the Customer under or in connection with the Service Order, the amount stated in the Service Order of the Taxable Supply shall be equal to the GST-exclusive consideration that the Customer must pay to Tealium for the Taxable Supply under the Service Order increased by an amount (the "GST Amount") equal to the amount of GST payable on that Taxable Supply and the GST Amount is, subject to Tealium issuing a Tax Invoice to the Customer, payable at the same time and in the same manner as the consideration to which it relates. In these Terms of Service "GST" means the goods and services tax or similar value added tax levied or imposed in Australia under the GST Act and includes any replacement or subsequent similar tax; "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and "Taxable Supply" and "Tax Invoice" have the same meaning as in the GST Act.

5. Intellectual Property.

5.1 Customer Proprietary Rights. Customer Data is owned by Customer. Customer Data is Customer Confidential Information. Tealium will not sell Customer Data. Tealium may use Customer Data only as reasonably necessary for Tealium (a) to provide and monitor performance of the Services, (b) to monitor usage of the Services by Customer, (c) to prevent or address support, security and technical issues, (d) to comply with the terms of this MSA, and (e) as

otherwise permitted by Customer or required by law. Tealium may anonymize Customer Data and use such anonymized data to improve the Services and develop and provide additional products and services. Neither this MSA nor its performance transfers from Customer to Tealium any ownership in Customer Data or Customer Technology.

5.2 Tealium Proprietary Rights. Tealium, or its licensors, retains all right, title and interest in and to the Services including all Technology that is a part of the Services or that Tealium makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services. Tealium Technology includes, without limitation, any models created through the use of machine learning and all algorithms developed by Tealium. All Tealium Technology is Tealium Confidential Information. All suggestions, enhancement requests, feedback, recommendations, and other input provided by Customer relating to the Services or Tealium Technology will be owned by Tealium. Neither this MSA nor its performance transfers from Tealium to Customer any Tealium Technology.

5.3 Service Data. Tealium may collect and use Service Data to monitor and measure Customer's usage, develop, improve, support, and operate its products and services.

5.4 User Data. Tealium may collect and use User Data in the following ways:

(a) to allow authorized users to access and use the Services; and

(b) to monitor and measure Customer's usage, develop, improve, support, and operate its products and services.

6. Confidentiality.

6.1 Obligations. Each Party agrees that it will (a) hold the other Party's Confidential Information in confidence using the same standard of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) not disclose the Confidential Information of the other to any third party without the other Party's prior written consent, except as expressly permitted under this MSA; (c) limit access to the other's Confidential Information to those of its employees or agents having a need to know who are bound by confidentiality obligations at least as restrictive as those set forth herein; and (d) use the other Party's Confidential Information solely to perform its obligations or receive its benefits under this MSA. The obligations set forth in this Section 6 will apply during the Term set forth in Section 12.1 and will continue for a period that will end five (5) years after the expiration or termination of this MSA. Following termination of this MSA or upon request of the disclosing Party, all Confidential Information in any form and any copies thereof in the custody and control of the receiving Party will be deleted, destroyed or returned.

6.2 Exclusions. The restrictions on the use and disclosure of Confidential Information will not apply to any Confidential Information, or portion thereof, which (a) is or becomes publicly known through no act or omission of the receiving Party; (b) is lawfully received from a third party without restriction on disclosure; (c) is already known by the receiving Party without a duty of confidentiality at the time it is disclosed by the disclosing Party, as shown by the receiving Party's written records; or (d) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, as shown by the receiving Party's written records. Notwithstanding the foregoing, either Party may make disclosures as required by a court of law or any governmental entity or agency including but not limited to disclosures required by the Securities and Exchange Commission of the United States or any similar authority in any other country, provided that, to the extent permitted under applicable law, such Party provides the other

with reasonable prior notice to enable such Party to seek confidential treatment of such information; and either Party may disclose the terms and conditions of this MSA to potential investors, acquisition partners and its legal counsel and accountants in connection with a proposed financing or acquisition, provided that each such third party is bound by confidentiality obligations at least as restrictive as those set forth herein.

6.3 Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Section 6 would cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party will have the right to seek immediate injunctive or other equitable relief without proving damages or posting a bond in the event of a breach of this Section 6 by the other Party or any of its employees or agents.

7. Customer's Warranties.

7.1 Customer Affirmative Warranties. Customer warrants that it will use the Services only in accordance with this MSA (including all addenda) and in accordance with all applicable laws and government regulations. Customer will use the Services only for its own and its Affiliates (as applicable) internal business operations and only on Digital Properties.

7.2 Customer Negative Warranties. Customer warrants that it will not do, or permit any third party to do, any of the following: (a) make the Services available for use by or for the benefit of any third party (other than Customer's contractors or consultants acting on behalf of Customer); (b) modify, reverse engineer, disassemble, decompile, reproduce or create derivative works from the Services or Tealium Technology; (c) use or access the Services in order to develop a competitive or similar product or service or otherwise copy any features or functions of the Services; (d) interfere with or disrupt or attempt to interfere with or disrupt the integrity or the performance of the Services; (e) gain or provide unauthorized access to the Services or its related systems or networks; (f) introduce into the Services, the Tealium Technology or the Tealium system or computer network any Malicious Code, either directly or through a third party to whom Customer provides or from whom Customer receives Customer Data.

7.3 Data Protection Warranties. Customer warrants that it will not transmit to Tealium nor require Tealium to process any Highly Sensitive Data. In the event that Customer causes Personal Data or Personal Information to be transferred under this MSA, Customer warrants that it will comply with all applicable laws and regulations, or any equivalent, applicable legislation. Customer agrees that it has the authorization necessary for Personal Data or Personal Information to be processed pursuant to this MSA, prior to transfer to Tealium. Customer warrants that it will establish user login credentials such as usernames, passwords and PINs ("Account Credentials") for Customer's authorized users to access and use the Services. Customer is solely responsible for protecting the confidentiality of Customer's Account Credentials. Customer is solely responsible for, and Tealium will have no liability for, actions taken by non-Tealium personnel who have accessed Customer's account within the Services using Customer's Account Credentials not caused by Tealium's breach of this MSA.

7.4 Acceptable Use Policy. Customer may not use, or facilitate or allow others to use, the Services: (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for any content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (f) to distribute, publish, send, or

facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam").

Tealium may investigate any suspected violation of this Section and remove or disable access to any content or resource that violates this Section. Customer agrees to cooperate with Tealium to remedy any violation.

When determining whether there has been a violation of this Section, Tealium may consider Customer's ability and willingness to comply with this Section, including the policies and processes Customer has in place to prevent or identify and remove any prohibited content or activity.

If Customer becomes aware of any violation of this Section, Customer will immediately notify Tealium (at legal@tealium.com) and provide Tealium with assistance to stop or remedy the violation.

8. Tealium Warranties.

8.1 Tealium Affirmative Warranties. Tealium warrants that it will (a) perform the Technical Services in a professional and workmanlike manner in accordance with recognized industry standards; (b) provide the Services substantially in accordance with the Documentation; (c) make the Services available in accordance with Tealium's obligations under applicable laws and government regulations; and (d) not introduce into Customer's system or computer network any Malicious Code.

8.2 Data Security and Privacy Warranty. Tealium warrants that it will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the Tealium Network, and (c) minimize security risks, including through risk assessment and regular testing. The Tealium information security program is further described in the DSS. Tealium will process Personal Data, in accordance with the DPA, including Tealium's obligations under applicable privacy laws and regulations.

8.3 Notice of Warranty Deficiencies. Customer must notify Tealium of any warranty deficiencies under Sections 8.1(a) above within sixty (60) days after performance of the relevant Technical Services. The sole remedy for breach of Section 8.1(a) is Tealium will re-perform the Technical Services without expense to Customer. Regarding any Services provided by Tealium that are advisory, no specific result is assured or warranted by Tealium. The remedy for breach of Sections 8.1(b), (c) and (d) is that Tealium will cure or remediate the breach within a reasonable time after notice from Customer of the breach, and if Tealium is unable to cure or remediate the breach within a reasonable time then Customer may terminate the Service Order for the affected Service and receive a refund of prepaid, unearned fees.

8.4 Disclaimer. To the maximum extent permitted by law, Tealium's liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) is limited to supplying the Services again or payment of the cost of having the Services supplied again (as determined by the Tealium in its absolute discretion). Except for the warranties expressly set forth in section 8.1 and 8.2 above and as provided in the SLA and ACL, the Services are provided solely on an "as is," and on an "as available basis" without representations or warranties of any kind. To the maximum extent permitted under applicable law, Tealium expressly disclaims all other warranties,

whether express, implied or statutory, including, but not limited to, implied warranties of merchantability, title, or fitness for a particular purpose, noninfringement, and that the operation or use of the services will be uninterrupted or error-free nor does Tealium warrant that it will review Customer Data for accuracy or that it will preserve or maintain Customer Data without loss. Tealium does not make any warranties with respect to non-Tealium products and shall not be liable for delays, interruptions, service failure or other problems inherent in the use of the internet and electronic communications generally.

9. Insurance. During the Term, Tealium agrees to maintain in force at least the following insurance coverage: (a) Commercial General Liability coverage, including coverage for products and completed operations, coverage for liability arising from premises, operations, personal injury and broad form contractual liability with minimum limits of one million dollars (USD$1,000,000) per occurrence and two million dollars (USD$2,000,000) in the aggregate, and such coverage will be primary and non-contributory; (b) Excess or Umbrella Liability coverage with a minimum limit of four million dollars (USD$4,000,000) per occurrence and in the aggregate, and such coverage will be primary and non-contributory; (c) Worker's Compensation with statutory limits required by the laws of each state exercising jurisdiction over Tealium's personnel engaged in performing services under this MSA, but in no event less than one million dollars (USD$1,000,000) for bodily injury by accident or disease; (d) Business Automobile Liability coverage, covering use of all owned, non-owned and hired vehicles, for bodily injury and property damage with a combined minimum limit of one million dollars (USD$1,000,000) per occurrence, and such coverage will be primary and non-contributory; (e) Crime coverage including computer fraud and employees dishonesty coverage for Tealium employees, officers and agents both on-premises and off-premises with a limit of at least five hundred thousand dollars (USD$500,000) per occurrence; (f) Professional Liability coverage (errors and omissions) with a limit of five million dollars (USD$5,000,000) per occurrence or wrongful act and in the aggregate, which includes multimedia liability, security and privacy liability, network protection, cyber extortion, cyber-crime and breach event coverage. The foregoing coverage limits are expressed in U.S. dollars and will be maintained with insurers having an A.M. Best rating of A- or better or an equivalent rating from a recognized insurance company rating agency. Tealium will provide certificates of insurance showing types of insurance and policy limits upon request.

10. Indemnification Obligations.

10.1 Tealium Indemnity of Customer. Tealium will defend, at its expense, a third-party action, suit, or proceeding (a "Claim") against Customer, and any Affiliate that is utilizing the Services pursuant to this Agreement, and its and their directors, officers and employees (the "Customer Indemnified Parties") to the extent such Claim alleges that the Services infringe an intellectual property right of a third party when used in accordance with this MSA. In addition, Tealium will indemnify the Customer Indemnified Parties for all losses, damages, and expenses (including reasonable attorneys' fees) finally awarded to a third party by a court of competent jurisdiction or agreed to by Tealium in a settlement that are directly attributable to such Claim. Tealium will have no defense or payment obligation or other liability for any Claim arising from: (a) modification of the Services by anyone other than Tealium or a party authorized in writing by Tealium to modify the Services; and (b) the combination of the Services with any other products, services, hardware, software, or other materials (including, without limitation, Non-Tealium Products) if such Services would not be infringing without such combination.

If Customer's use of the Services under the terms of this MSA infringes or Tealium determines that such use may infringe, then Tealium, at its sole option and expense, may either (e) procure for Customer a license to continue using the Services in accordance with the terms of this MSA;

(f) replace or modify the allegedly infringing Services to avoid the infringement; or (g) if neither (e) nor (f) are commercially feasible, then terminate the Services and refund any prepaid, unearned amounts. To the extent permitted by law, the provisions of this Section 10.1 constitute Tealium's exclusive obligation and Customer's exclusive remedy for third-party Claims.

10.2 Customer Indemnity of Tealium. Customer will defend Tealium from and against any Claim arising from or relating to Customer's collection or use of Customer Data or Tealium's processing of Customer Data in accordance with Customer's instructions, and will indemnify Tealium for all fines, losses, damages, and expenses (including reasonable attorneys' fees) finally awarded against Tealium or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

10.3 Indemnification Procedures. Each Party's indemnification obligations set forth in this Section 10 are conditioned upon (a) the indemnified Party providing the indemnifying Party with information and assistance for the defense of such Claim including any settlement, (b) the indemnifying Party being notified promptly in writing of the Claim (provided that failure to provide such prompt notice will not relieve the indemnifying Party from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure), and (c) the indemnifying Party having sole control of the defense of such Claim and all negotiations for its settlement or compromise (provided, however, the indemnified Party will have the right to participate in the defense of such Claim at its own expense, and that the indemnifying Party must obtain the prior written consent of the Indemnified Party before settling a Claim against the indemnified Party to the extent that such settlement fails to fully release the indemnified Party from liability for the Claim or includes an admission of guilt or payment by the indemnified Party).

11. Limitation of Liability.

11.1 Except for (a) Customer's payment obligations under Section 4, (b) Excluded Claims and (c) subject to the special limitations in Section 11.2 below for Data Protection Claims, neither Party's aggregate liability for claims arising out of this MSA or its performance hereunder, whether in contract, tort, warranty, or otherwise, will exceed the amount of fees paid or payable by Customer to Tealium under the Service Order for the Service giving rise to such claim with respect to the twelve (12) months preceding the claim.

11.2 Each Party's aggregate liability to the other Party for Data Protection Claims, whether in contract, tort, warranty or otherwise, will not exceed two (2) times the amount of fees paid or payable by Customer to Tealium under the Service Order for the Service giving rise to such claim with respect to the twelve (12) months preceding the claim.

11.3 In no event shall either Party (or its respective Affiliates) be liable for the same event under both the general liability cap set forth in Section 11.1 and the Data Protection Claims cap set forth in Section 11.2. Similarly, those caps shall not be cumulative; if a Party (and/or its Affiliates) has one or more claims subject to each of those caps, the maximum total liability for all claims in the aggregate shall not exceed the Data Protection Claims cap set forth in Section 11.2.

11.4 Notwithstanding any provision of this MSA to the contrary, neither Party will be liable to the other for any, loss of business profits, depreciation of stock price, loss of data, business interruption, or other special, punitive, incidental, consequential, or indirect damages arising from or relating to the Services, or otherwise under this MSA, however caused and regardless of theory of liability. This limitation will apply even if such Party has been advised or is aware of the possibility of such damages. For avoidance of doubt regulatory fines assessed for Data Protection

Claims which arose as a result of a Party's breach of its obligations under the DPA or DSS and in proportion to such Party's contribution to such claim will be considered direct damages.

12. Term and Termination.

12.1 Term. The term of this MSA (the "Term") begins on the Effective Date and continues until the expiration of all the Service Terms of all Service Orders unless earlier terminated in accordance with this MSA. Termination of one Service Order will not affect any other Service Order.

12.2 Termination for Breach. Either Party may terminate a Service Order upon written notice to the other Party, for any material breach by the other Party if such breach is not cured within thirty (30) days following written notice of such breach from the non-breaching Party. Upon termination by Customer for Tealium's breach, Tealium will refund any unearned portion of prepaid usage fees.

12.3 Suspension of Service. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Tealium reserves the right to suspend provision of Services upon notice to Customer (email will suffice); (a) if Customer is thirty (30) days or more overdue on a payment; (b) if Tealium deems such suspension necessary as a result of Customer's breach of Section 2.2 or Sections 7.1-7.4; (c) if Tealium reasonably determines suspension is necessary to avoid material harm to Tealium or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Tealium's control; or (d) as required by law or at the request of governmental entities.

12.4 Effect of Termination. Upon expiration or termination of any Service Order, Tealium will stop providing Services provided under such Service Order, all licenses granted by Tealium thereunder will terminate, Customer will cease all use of the Services, and Customer will remove all copies of Code from all Digital Properties. Any payment obligations of Customer, and the provisions of Sections 4, 5, 6, 7.2, 7.3, and Sections 10-22 inclusive will survive termination or expiration of the Service Order.

12.5 Return and Deletion of Customer Data. The Services provide Customer with controls that Customer may use to retrieve or delete Customer Data at any time. Up to the termination date, Customer will continue to have the ability to retrieve or delete Customer Data in accordance with this Section. To the extent Customer is unable to retrieve or delete Customer Data itself through its use of the Services, Tealium will assist Customer in such retrieval or deletion upon Customer's written request. Provided Customer has given notice of termination or expiration of this MSA, Tealium will delete Customer Data within 90 days following the termination date. In any event, Tealium will delete Customer Data within 180 days following the termination date.

13. Notices. All notices permitted or required under this MSA will be in writing and will be deemed effective: (a) when delivered by personal delivery, (b) upon receipt for notices delivered by electronic mail, as evidenced by a record of return receipt confirmation, or (c) three (3) days after being sent by certified or registered mail (return receipt requested) or overnight courier. Notices will be sent to the addresses set forth in the applicable Service Order or such other address as either Party may specify in writing in accordance with this paragraph. To be effective, notices to Tealium must also be sent to Legal@tealium.com.

14. Law and Venue. This MSA will be construed and enforced in accordance with the laws of New South Wales, Australia without regard to its conflict of laws principles. The Parties expressly

disclaim the application of the United Nations Convention on the International Sale of Goods to this MSA. Except for any action for injunctive or other equitable relief (which may be brought at any time in any court of competent jurisdiction), exclusive venue for any dispute will be the state or federal courts in New South Wales, Australia and each Party agrees to personal jurisdiction in such venue, and waives any objection thereto.

15. Severability; Waiver. If any term or provision of this MSA is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will be treated as deleted from the MSA, and the remainder of this MSA will not be affected and will remain valid and enforceable. The failure of either Party to exercise or enforce any right or provision of this MSA will not constitute a waiver of such right or provision, and any waiver granted by a Party in one instance does not constitute a waiver for other instances.

16. Independent Contractors. The relationship between the Parties is solely that of independent contractors, and neither Party will have any authority to bind or commit the other. Nothing in this MSA will be deemed or construed to create a joint venture, partnership, employment, or agency relationship between the Parties for any purpose.

17. Assignment. Neither this MSA nor any of the rights or duties arising out of this MSA may be assigned by Tealium or Customer without the prior written consent of the other Party, such consent not to be unreasonably withheld; except that either Party may, without such consent, assign this MSA and its rights and duties arising out of this MSA to the transferee, or other successor in interest, in connection with the sale or transfer of all or substantially all of its assets or in connection with any reincorporation, merger, acquisition, re-organization, or consolidation. Any attempted assignment in violation of the foregoing will be void.

18. Legal Fees. In the event legal action of any kind is instituted arising out of this MSA, the substantially prevailing Party will be entitled to recover reasonable legal fees, expert witness fees, and other costs of suit from the non-prevailing Party.

19. Headings. The headings used for the sections of this MSA are for information purposes and convenience only and do not define, limit, construe, or describe the scope or extent of the sections.

20. Entire Agreement. This MSA (including any attachments, or exhibits either attached hereto, incorporated by reference, or that incorporate this MSA by reference) constitutes the entire agreement between the Parties with regard to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements between the Parties regarding such subject matter. No oral or written representation that is not expressly contained in this MSA is binding on Tealium or Customer. This MSA will control over any different or additional terms and conditions in any purchase order or other non-Tealium ordering document, and such different or additional terms and conditions are expressly rejected. No amendment to this MSA or any Service Order will be binding on either Party unless in writing and signed by both Parties, or presented by Tealium and accepted by Customer.

21. Third Party Beneficiaries. This MSA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

22. Force Majeure. Neither Party will be liable for any delay or failure of performance of any particular obligation under this MSA which delay or failure is caused by a Force Majeure.