

MASTER SERVICES AGREEMENT

MOAT PRO

This Master Services Agreement (this “**MSA**”) is by and between Oracle America, Inc., a Delaware corporation, with its principal place of business at 500 Oracle Parkway, Redwood Shores, CA 94065 (“**Oracle**”) and the entity that has executed the order which this MSA accompanies (the “**Order**”), as identified in the signature block thereto (“**Company**”) (Oracle and Company are each a party and collectively are the “**Parties**”).

The Parties agree as follows.

1. **Term.** This MSA is valid for the term of the Order (the “**Term**”).
2. **Fees.** Fees for use of the Moat Services (as defined below) are set forth in the Order. All fees are stated exclusive of sales tax and value added tax (if any). Company shall be liable for all fees accrued during the Term. From time to time, Oracle may adjust fees, provided that the Company is given ninety (90) days’ notice before any adjustments are made, and Company shall have the option to terminate this MSA and the Order upon the effective date of the change.
3. **Moat Pro Services.**
 - 3.1. Subject to the terms of this MSA and the Order, Oracle will provide Company with access to advertiser and publisher ad intelligence resources through the services known as Moat Pro (the “**Moat Services**”). Except as otherwise stated in this MSA, Company shall have the non-exclusive, worldwide, limited right to use the Moat Services during the Term, unless earlier terminated in accordance with this MSA or the Order, to research and analyze advertisement placement and location on various publisher sites solely for Company’s internal business operations. Company may allow its Users to use the Moat Services for this purpose, and Company is responsible for their compliance with this MSA and the Order. Oracle may collect and distribute de-identified, aggregate data externally that was derived from the Moat Services or de-identified, aggregate data collected through the usage of the Moat Services, commercial information, statistics, log files and information gathered by Oracle, including benchmarking, performance and usage information, provided that such data cannot identify Company or its clients. During the Term, Oracle may update the Moat Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability or accessibility of Third Party Content. Oracle updates to the Moat Services will not materially reduce the level of performance, functionality, security or availability of the Moat Services during the Term.
 - 3.2. Company may not, and may not cause or permit others to: (a) use the Moat Services to violate privacy rights; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Moat Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Moat Services (the “**Acceptable Use Policy**”). In addition to other rights that Oracle has in this MSA or the Order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.
 - 3.3. Company hereby agrees that, during the Term and at any time thereafter, Oracle may include, on Moat.com or in the Moat Services, Company’s site and any ads that Company distributes, regardless of the existence of terms of use or similar terms (or anything contrary therein) or any robots.txt or other similar technology in respect of access to publicly available portions of Company’s site or ads.
 - 3.4. Company or its licensors retain all ownership and intellectual property rights in its trademarks, service marks and other brand features. Oracle or its licensors retain all ownership and intellectual property rights in and to the Moat Services, including but not limited to all software, technology and processes and all derivatives works and improvements thereto, and anything developed or delivered by or on behalf of Oracle under this MSA or the Order. Company grants to Oracle an irrevocable, perpetual, worldwide royalty free right to include Company’s name in Oracle’s marketing, promotional materials and customer lists, upon the prior written approval by Company in each instance.

3.5. Company may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce (other than reports which are (i) produced by Company through the normal use of the functionality of the Moat Services or (ii) produced for Company by Oracle through the normal use of the functionality of the Moat Services and delivered by Oracle to Company (collectively, “**Reports**”)), republish, download (other than Reports), or copy (other than Reports) any part of the Moat Services (including data structures or similar materials produced by programs); (b) access or use the Moat Services to build or support, directly or indirectly, products or services competitive to Oracle or its affiliates; (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Moat Services to any third party except as permitted by this MSA or the Order; (d) set any cookie or store by any technical means data derived from the Moat Services including behavioral and contextual data without written approval from Oracle; or (e) use the Moat Services to collect personally identifiable information of individuals.

3.6. Oracle will comply with all laws, rules, regulations, regulatory guidelines and self-regulatory guidelines (collectively, “**Rules**”) applicable to Oracle in its role of providing the Moat Services to Company. Company will comply with all Rules applicable to Company’s use of the Moat Services, including without limitation maintaining an easily accessible privacy policy which will be linked to conspicuously from the applicable home page and other relevant pages of the applicable websites or within the applicable applications. The privacy policy must comply with the requirements of the Rules, including with respect to the collection of information from visitors to Company’s websites and must disclose Company’s use of third party analytic services. U.S. and applicable economic sanctions and export control laws and regulations may apply under this MSA and Company and Oracle each agree to comply with these laws and regulations as applicable to each party. Company is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Company’s information, if any. Company is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Company’s use of the Moat Services in a manner that is inconsistent with this MSA or the Order. Oracle and its affiliates may perform certain aspects of the Moat Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

4. **Payment.** Company will pay Oracle within thirty (30) days of each invoice date. Oracle has the right to perform a credit check of Company from time to time, and Company hereby consents thereto. Company will also reimburse Oracle for all sales, value added use, transfer, privilege, excise or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed on Oracle by reason of the transactions contemplated hereby; excluding, however, income taxes on profits which may be levied against Oracle. The sums paid under this MSA are nonrefundable, except as otherwise provided in this MSA or the Order.

5. **Suspension and Termination.**

5.1. Oracle may suspend Company or Company’s Users’ access to, or use of, the Moat Services if it believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Moat Services or any content, data, or applications in the Moat Services; (b) Company or Company’s Users are accessing or using the Moat Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide Company with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Moat Services promptly after it determines that the issue causing the suspension has been resolved. Any suspension under this paragraph shall not excuse Company from its obligation to make payments under this MSA and the Order.

5.2. If either Company or Oracle materially breach a term of this MSA and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this MSA and the Order. If Oracle terminates this MSA and the Order as specified in the preceding sentence, Company must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Moat Services under this MSA and the Order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Company agrees that if it is in default under this MSA, it may not use the Moat Services.

6. **Confidentiality.** “Confidential Information” is limited to this MSA, the Order, the Moat Services, Reports and all information clearly identified as confidential at the time of disclosure. Each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence for a period of five (5) years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this MSA, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law. The receiving party will return or destroy the other party’s Confidential Information within thirty (30) days of the disclosing party’s written request. “Confidential Information” does not include information that (a) is or becomes part of the public domain through no fault of the receiving party; (b) was already in possession of the receiving party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) was independently developed by the receiving party without violation of this Section. If a receiving party is required to disclose Confidential Information by law, the receiving party will promptly notify the disclosing party to the extent permitted by applicable law.

7. **Indemnification.** If a third party makes a claim against Oracle or its affiliates that Oracle’s performance of the Moat Services violates such third party’s rights, except for claims that the technology that provides the Moat Services infringes any third party intellectual property rights, Company, at Company’s sole cost and expense, will defend Oracle and its affiliates against the claim and indemnify Oracle and its affiliates from the damages, liabilities, costs and expenses awarded by the court to the third party making such claim or the settlement agreed to by Company. If a third party makes a claim against Company that Oracle’s technology that provides the Moat Services infringes such third party’s intellectual property rights, Oracle, at Oracle’s sole cost and expense, will defend Company against the claim and indemnify Company from the damages, liabilities, costs and expenses awarded by the court to the third party making such claim or the settlement agreed to by Oracle.

The indemnification obligations in this Section 7 are predicated on the indemnified party doing the following:

- (a) notifying the indemnifying party promptly in writing, not later than 30 days after the indemnified party receives notice of the claim (or sooner if required by applicable law);
- (b) giving the indemnifying party sole control of the defense and any settlement negotiations; and
- (c) giving the indemnifying party the information, authority and assistance the indemnifying party needs to defend against or settle the claim.

If Oracle believes or it is determined that the Moat Services may have violated a third party’s intellectual property rights, Oracle may choose to either modify Moat Services to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the Moat Services and refund any unused, prepaid fees Company may have paid to Oracle for the Moat Services. If such return materially affects Oracle’s ability to meet obligations under this MSA or the Order, then Oracle may, upon thirty (30) days’ prior written notice, terminate this MSA and the Order. Oracle will not indemnify Company if Company (a) alters the Moat Services or uses the Moat Services outside the scope of use identified in this MSA or the Order or (b) uses a version of the Moat Services which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Moat Services which was made available to Company.

This Section 7 provides Oracle’s exclusive remedy for any infringement claims or damages.

8. **Disclaimers and Limit of Liability.**

ORACLE, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE MOAT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH NO WARRANTY AS TO CONTINUOUS SERVICE OR DELIVERY OF ANY AD OR IMPRESSION.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING

FEES UNDER THIS MSA AND THE ORDER), SALES, GOODWILL OR REPUTATION. EXCEPT FOR AMOUNTS OWED UNDER SECTION 2 (FEES), EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND COMPANY'S VIOLATIONS OF ORACLE'S OR IT'S AFFILIATES' PATENT RIGHTS OR COPYRIGHTS, THE TOTAL LIABILITY OF EACH PARTY ARISING FROM OR RELATED TO THIS MSA SHALL NOT EXCEED THE FEES OWED BY COMPANY FOR THE NINETY (90) DAYS PRECEDING THE DATE THE CAUSE OF LIABILITY AROSE.

9. **Misc.**

9.1. Company may have access to Third Party Content through use of the Moat Services. The provider of any Third Party Content shall retain all ownership and intellectual property rights in and to such Third Party Content. Any Third Party Content that Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. Company acknowledges and agrees that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content. Oracle may cease providing access to Third Party Content at any time without any liability to Company. Any changes to Third Party Content, including its unavailability, during the Term does not affect Company's obligations under this MSA, and Company will not be entitled to any refund, credit or other compensation due to any such changes.

9.2. Any notice required under this MSA shall be provided to the other party in writing. If Company has a legal dispute with Oracle or if Company wishes to provide a notice under the Indemnification Section of this MSA, or if Company becomes subject to insolvency or other similar legal proceedings, Company will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. Oracle may give notices applicable to its Moat Services customers by means of a general notice on the portal for the Moat Services, and notices specific to Company by electronic mail to Company's e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Company's address on record in Oracle's account information.

9.3. This MSA and the Order is the entire agreement of the Parties and cannot be amended except with a writing signed by the Parties. The Parties may execute the Order using an electronic signature service and each pdf of the fully executed Order that is provided to the Parties by the service will constitute a valid original. Company may not assign this MSA without the written consent of Oracle. If any provision of this MSA is unenforceable, the validity of the remaining provisions will not be affected. No waiver will be effective unless it is in an explicit writing and signed by the waiving party. Sections 3.4 - 3.5, 4 and 6-9 and others which by their nature are intended to survive will survive expiration or termination of this MSA and the Order. This MSA is governed by the laws of the State of California, excluding conflicts of laws principles. The Parties will resolve any disputes in the state or federal courts located in San Francisco or Santa Clara counties in California, to whose exclusive jurisdiction and venue they irrevocably submit. The Uniform Computer Information Transactions Act does not apply to this MSA and the Order. Except for actions for nonpayment or breach of Oracle or its affiliates' proprietary rights, no action, regardless of form, arising out of or relating to this MSA may be brought by either party more than two years after the cause of action has accrued. Oracle is an independent contractor, and each party agrees that no other relationship exists between the Parties. Oracle's business partners and other third parties, including any third parties with whom the Moat Services have integrations or that are retained by Company, are independent of Oracle and are not Oracle's agents. Prior to entering into this MSA and the Order, Company is solely responsible for determining whether the Moat Services meet its technical, business or regulatory requirements. Company is solely responsible for its regulatory compliance in connection with its use of the Moat Services. In the event of any inconsistencies between the terms of this MSA and the Order, the Order shall take precedence.

9.4. Neither party will be liable for failure or delay in performing its obligations due to causes beyond its reasonable control, including e.g., events outside of human control, terrorism, war, fire, earthquake, or internet failure (each a "Force Majeure Event"); provided that the party relying upon this provision: (i) gives prompt written notice thereof (if reasonably practicable under the circumstances), and (ii) takes all steps reasonably necessary to mitigate the effects of the Force Majeure Event; provided further, that in the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate, the party awaiting performance may immediately terminate this MSA and the Order upon written notice. Oracle does not guarantee any Moat Service will be operable at all times or during any down time caused by outages to any public Internet backbones,

networks or servers, any failures of equipment, systems or local access services, or for previously scheduled maintenance.

10. **Definitions**

10.1. **“Third Party Content”** means all data, content and material, in any format, that are obtained or derived from third party sources outside of Oracle or its affiliates that Company may access through, within, or in conjunction with its use of, the Moat Services. Third Party Content includes third-party sourced materials accessed or obtained by Company’s use of the Moat Services or any Oracle-provided tools.

10.2. **“Users”** means those employees, contractors, and end users, as applicable, authorized by Company or on Company’s behalf to use the Moat Services in accordance with this MSA and the Order.

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