

COVERCLICKS PUBLISHER AGREEMENT

This CoverClicks Publisher Agreement ("Agreement") is entered into between **CoverClicks Marketing LLC**, a New York State limited liability company with offices located at 445 Park Avenue, Floor 9, New York, NY 10021 ("CoverClicks"), and the entity identified in the publisher application submitted to CoverClicks and accepted by CoverClicks ("Publisher"). The "Effective Date" of this Agreement is the date on which CoverClicks approves Publisher's application. CoverClicks and Publisher may each be referred to herein as a "Party," and together as the "Parties."

1. DEFINITIONS

1.1 "Applicable Privacy Laws" means any and all state and federal statutes, regulations, regulatory guidelines and judicial or administrative holdings or interpretations related to consumer privacy including, but not limited to, the Alabama Personal Data Protection Act ("APDPA"), the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. ("CCPA"), the California Privacy Rights Act ("CPRA"), the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CDPA"), the Delaware Personal Data Privacy Act ("DPDPA"), the Florida Digital Bill of Rights ("FDBR"), the Indiana Consumer Data Protection Act ("ICDPA"), Iowa Consumer Data Protection Act ("ICDPA"), the Kentucky Consumer Data Protection Act ("KCDPA"), the Maryland Online Data Privacy Act ("MODPA"), the Minnesota Consumer Data Privacy Act ("MNCDDPA"), the Montana Consumer Data Privacy Act ("MCDPA"), the Nebraska Data Privacy Act ("NDPA"), New Hampshire's SB 255-FN ("NHDDPA"), the New Jersey Data Privacy Act ("NJDDPA"), the Oklahoma Consumer Data Privacy Act ("OCDPA"), the Oregon Consumer Privacy Act ("OCPA"), the Rhode Island Data Transparency and Privacy Protection Act ("RIDTPPA"), the Tennessee Information Protection Act ("TIPA"), the Texas Data Privacy and Security Act ("TDPSA"), the Utah Consumer Privacy Act ("UCPA") and the Virginia Consumer Data Protection Act ("VCDPA"), as each may be amended.

1.2 "Buyer" means a third party that receives Match Signals from CoverClicks subject to the restrictions in this Agreement, as well as a separate agreement between CoverClicks and the applicable Buyer.

1.3 "Contextual Data" means web page-context data submitted with a Hashed Identifier, including: (a) URL (query parameters processed to remove direct personal identifiers); (b) page title; (c) meta description; and (d) HTTP referrer.

1.4 "Enrichment File" means the file delivered to Publisher under Section 3.3 which identifies previously contributed Hashed Identifiers observed as active elsewhere within the CoverClicks network.

1.5 "Hashed Identifier" means a SHA-256 hash of a lowercased, trimmed email address, which excludes any raw, unhashed, or reversibly encoded identifier(s).

1.6 "Match Signal" means a derived activity or intent signal attributable to a Hashed Identifier that is exposed to a Buyer, but only where such Buyer has independently collected corresponding hashed data on the subject consumer. Match Signals do not include Publisher Data or any raw identifier.

1.7 "Publisher Data" means the Hashed Identifiers and associated Contextual Data submitted by Publisher to CoverClicks.

1.8 "Publisher Properties" means the websites, mobile applications, and email programs listed on Schedule A, which Publisher may update by written notice.

1.9 "Unique Identifier Event" means a single instance in which Publisher submits a Hashed Identifier that CoverClicks has not received from any other source (including any other CoverClicks publisher) during the immediately preceding thirty (30) calendar days. No more than one (1) Unique Identifier Event per Hashed Identifier is compensable in any rolling thirty (30) day period.

2. TERM AND TERMINATION

2.1 Term. The initial term is twelve (12) months from the Effective Date and, thereafter, automatically renews for successive twelve (12) month periods unless either Party gives at least thirty (30) days' prior written notice of non-renewal (collectively, the "**Term**").

2.2 Termination. CoverClicks may terminate this Agreement: (a) for convenience upon thirty (30) days' prior written notice; (b) immediately upon written notice in the event of Publisher's material breach of this Agreement, including any breach that, in CoverClicks' reasonable judgment, threatens the integrity, security, or commercial viability of the CoverClicks platform, network, or data ecosystem; (c) immediately upon written notice for Publisher's bankruptcy, assignment for the benefit of creditors, or cessation of business; or (d) immediately upon written notice if a Change in Law (Section 5.6) frustrates the purpose of this Agreement. Publisher may terminate this Agreement for convenience upon sixty (60) days' prior written notice to CoverClicks.

2.3 Effect of Termination. On termination: (a) Publisher shall cease submitting Publisher Data to CoverClicks; (b) CoverClicks shall pay any accrued amounts that are not disputed by CoverClicks in good faith; (c) CoverClicks may continue to use the Publisher Data received prior to termination consistent with Section 4.2, subject to applicable consumer rights requests; and (d) Sections 1, 3.4, 4.2 (as to previously received Publisher Data), 4.3, 4.4, 5, 6, 7, 8, 9, and 10 survive.

3. COMPENSATION

3.1 Flat Fee. CoverClicks shall pay Publisher Five Dollars (\$5.00) per one thousand (1,000) Unique Identifier Events successfully received during each calendar month (the "**Flat Fee**"). Only Unique Identifier Events satisfying the 30-day networkwide deduplication requirement, as determined by CoverClicks, shall be payable.

3.2 Payment. CoverClicks shall remit accrued Flat Fees within thirty (30) days after the end of the calendar month in which the corresponding events were recorded, in months where the total amount payable exceeds One Hundred Dollars (\$100.00). Amounts accrued in a calendar month that are below that threshold shall carry forward to the subsequent month. CoverClicks shall provide daily-updated reporting via its publisher portal showing submitted, recorded, and payable events.

3.3 Enrichment File. As additional consideration, CoverClicks shall deliver to Publisher, no less than once per calendar month during the Term, an Enrichment File at no charge. Each calendar month, Publisher may submit to CoverClicks its dormant file of Hashed Identifiers, and CoverClicks shall return network activity signals for up to a number of Hashed Identifiers equal to the Unique Identifier Events successfully received from Publisher during the immediately preceding calendar month (the "**Enrichment Cap**"). Where matches within the CoverClicks network exceed the Enrichment Cap, CoverClicks shall prioritize returned matches based on recency of network activity. The Enrichment Cap is use-it-or-lose-it; unused capacity does not accumulate or carry forward to subsequent months. Publisher may use the Enrichment File solely for its own internal audience re-engagement, retention, and marketing on the Publisher Properties, and shall not resell, sublicense, or redistribute it to any third party.

3.4 Audit. Once per twenty-four (24) month period and on sixty (60) days' prior written notice, and no more than once during the Term in the aggregate, Publisher may, at its expense, audit CoverClicks' records relating to amounts payable to Publisher for the twelve (12) months immediately preceding the audit notice, through an independent auditor (not compensated on a contingency basis) bound by confidentiality and reasonably acceptable to CoverClicks. Any audit shall be conducted during normal business hours, at CoverClicks' offices or remotely at CoverClicks' election, in a manner that does not unreasonably interfere with CoverClicks' operations. If an audit shows underpayment exceeding ten

percent (10%) for the period audited, CoverClicks shall reimburse the reasonable cost of the audit (capped at Ten Thousand Dollars (\$10,000.00)) in addition to paying the underpaid amount. Under all other circumstances, Publisher bears all costs of the audit. Publisher's right to audit under this Section is its sole and exclusive remedy for verification of amounts payable hereunder.

3.5 Taxes. Each Party is responsible for its own taxes. Publisher is responsible for any sales, use, or similar taxes on amounts received. CoverClicks is not responsible for taxes on Publisher's net income.

4. PUBLISHER DATA AND LICENSE

4.1 Submission. Publisher shall submit Publisher Data via a pixel embedded on the Publisher Property(ies), server-to-server post, or other mutually agreed mechanism (collectively, "**Data Submission Method**") per CoverClicks' then-current technical specifications. Publisher shall ensure Hashed Identifiers conform to Section 1.5 and that Contextual Data is collected from the Publisher Properties. Publisher shall transmit Publisher Data to CoverClicks in real-time, meaning within five (5) minutes of the underlying user event occurring on the Publisher Properties. Batched, queued, or delayed submissions of Publisher Data are not permitted. Brief delays attributable to transient network or system failures shall not constitute a breach of this Agreement, provided that Publisher resumes real-time transmission of Publisher Data promptly and does not backfill events older than twenty-four (24) hours. CoverClicks may, in its discretion, reject or refuse to pay Flat Fees for any Publisher Data not transmitted in real-time as specified in this Section 4.1.

4.2 License. Subject to this Agreement, Publisher grants CoverClicks a perpetual, **irrevocable**, worldwide, non-exclusive, non-transferable (except per Section 10.4), royalty-free (except for the compensation in Section 3) license, with the right to sublicense to Buyers, to access, store, reproduce, modify, derive Match Signals from, and use Publisher Data to operate the CoverClicks network and provide services (including Matched Signals) to Buyers. Upon termination or expiration of this Agreement, CoverClicks shall not be required to destroy, delete, or cease use of any Publisher Data received prior to such termination or expiration, and the foregoing license shall remain in full force and effect with respect to such previously-received Publisher Data, subject only to: (a) applicable consumer rights requests received and validly propagated under Section 5.2; and (b) the confidentiality obligations in Section 6.

4.3 Reservation of Rights. As between the Parties, subject to the license granted in Section 4.2, Publisher retains all right, title, and interest (including IP) in and to the Publisher Data. For clarification purposes, the license in Section 4.2 is not a sale or assignment of ownership of the Publisher Data. CoverClicks retains all right, title, and interest in and to: (a) the CoverClicks network, software, technology, and know-how (excluding Publisher Data); (b) all Match Signals; and (c) aggregated, derived, or anonymized data created by CoverClicks from Publisher Data, provided such derived data does not identify Publisher or its users by raw identifier.

4.4 Publisher Controls. Publisher may, by written notice (email acceptable): (a) block specific Buyers; (b) exclude designated Buyer categories; or (c) suspend submission of Publisher Data at any time. CoverClicks shall implement (a) and (b) within five (5) business days of receipt of notice of same. Suspension under (c) shall not be deemed a breach by Publisher, but Flat Fees shall only accrue for events actually submitted and accepted by CoverClicks.

4.5 Buyer Restrictions. CoverClicks shall require, by written agreement with each Buyer, that Buyers: (a) acknowledge that they shall not receive any raw identifiers; (b) shall not re-disclose, resell, or further distribute Match Signals; (c) shall not combine Match Signals with other data to re-identify users; and (d) shall not profile any user with whom such Buyer does not have a direct consent relationship. CoverClicks shall use commercially reasonable efforts to enforce these obligations.

5. PRIVACY AND DATA PROTECTION

5.1 Privacy Disclosure. Prior to submitting Publisher Data, Publisher shall include in the privacy policy of each Publisher Property either (a) the language in Schedule B; or (b) substantially equivalent language that, at minimum: (i) identifies CoverClicks by name; (ii) describes the categories of data that are collected via the Data Submission Method and shared with CoverClicks and, by extension, the Buyers; (iii) characterizes the activity as a “sale” or “sharing” under Applicable Privacy Laws, (iv) identifies and describes the opt-out mechanism available to users with respect to the activities undertaken by and through the Data Submission Method or otherwise as contemplated hereunder; (v) links to coverclicks.com/privacy; and (vi) is sufficient to obtain Pixel Prior Consent, Permitted Use Consent and Re-Sale Consent (as defined below). Publisher shall provide its then-current privacy policy URL to CoverClicks upon request. Where Publisher makes any material changes to its privacy policy during the Term, Publisher shall provide CoverClicks with at least ten (10) business days’ prior written notice of same. Without limiting the foregoing, Publisher must: (i) obtain affirmative consent to use the Data Submission Method from each user of the Publisher Properties prior to the Data Submission Method recording such user’s actions on the applicable Publisher Property(ies) (“**Pixel Prior Consent**”); and (ii) obtain express consent, as required by Applicable Privacy laws, for CoverClicks to: (A) utilize the Publisher Data as contemplated hereunder (the “**Permitted Use**”); and (B) share the Publisher Data with Buyers as contemplated hereunder, without obtaining any subsequent consent from those consumers (“**Re-Sale Consent**”). Publisher understands and agrees that, although CoverClicks has proposed language for privacy policy inclusion in Schedule B hereto, neither CoverClicks nor the contents of Schedule B are intended, under any circumstances, to offer legal advice, recommendations or counselling in connection with any legal or regulatory matter, and no element of Schedule B should be construed as such. Publisher should consult with its own legal advisors to ensure that it complies with all applicable laws. Without limiting the foregoing, Publisher shall, at all times, be fully responsible and liable for fulfilling and complying with any and all obligations, restrictions and requirements associated with any activities undertaken by Publisher in connection with use of the Data Submission Method, including complying with the requirements imposed by Applicable Privacy Law for obtaining Pixel Prior Consent, Permitted Use Consent and Re-Sale Consent.

5.2 Consumer Rights. Publisher is responsible for honoring all consumer rights requests, initiated pursuant to Applicable Privacy Laws, that are received via the Publisher Properties (including requests to opt-out from the sale/sharing of data, deletion requests, correction requests, and requests to limit the use of sensitive personal information). Publisher shall transmit each such request to CoverClicks within forty-eight (48) hours of receipt of same, by the mechanism CoverClicks designates. CoverClicks shall propagate such requests to applicable Buyers and cease providing Match Signals derived from the affected user’s data within twenty-four (24) hours of receipt from Publisher.

5.3 Service Provider/Recipient Obligations. To the extent processing of Publisher Data is a “sale,” “sharing,” or disclosure under Applicable Privacy Laws, CoverClicks shall: (a) use Publisher Data only for the purposes described herein; (b) provide the same level of privacy protection required of Publisher by Applicable Privacy Laws; (c) on reasonable request, describe its use of Publisher Data and certify compliance with this Section; (d) notify Publisher if it can no longer meet these obligations; and (e) cooperate with Publisher in responding to consumer rights requests. If Publisher reasonably believes CoverClicks’ use violates Applicable Privacy Laws or this Agreement, Publisher may take reasonable remediation steps, including suspending submission, after providing CoverClicks with a written description of the purported violation and requested remediation. In addition to the foregoing, Publisher shall: (i) cooperate with CoverClicks in connection with CoverClicks’ obligations under Applicable Privacy Laws; and (ii) notify CoverClicks immediately if it can no longer meet its obligations under Applicable

Privacy Laws. Publisher agrees that, at all times during the Term, it shall maintain accurate books and records relating to its collection of Pixel Prior Consent, Permitted Use Consent and Re-Sale Consent, as well as Publisher's compliance with applicable law (including Applicable Privacy Laws) and the terms of this Agreement (collectively, the "**Audit Items**"). Publisher agrees that CoverClicks, or any designee of CoverClicks that is legally bound to obligations of confidentiality and non-disclosure, shall have the right during the Term, and for six (6) months thereafter, to reasonably examine, inspect, audit and review all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to Publisher at least seven (7) business days prior to the commencement of any such examination, inspection, review or audit. Such audit shall be at CoverClicks' sole cost and expense and shall be strictly limited to those books and records that specifically relate to the Audit Items. Notwithstanding the foregoing, if CoverClicks uncovers any material misconduct associated with Publisher's collection of Pixel Prior Consent, Permitted Use Consent and/or Re-Sale Consent, or Publisher's compliance with applicable law, then the audit shall be at the sole cost and expense of Publisher.

5.4 Prohibited Data. Publisher shall not submit, and shall not permit any third party on its behalf to submit, any of the following ("**Prohibited Data**"): (a) government-issued identification numbers (SSN, driver's license, state ID, passport); (b) financial or customer account numbers (including bank account or credit/debit card numbers); (c) information regarding sexual orientation, religion, or health or medical condition, including Protected Health Information under 45 CFR 160.103; (d) biometric data or digital representations thereof; (e) full date of birth; (f) mother's maiden name; (g) digitized or electronic signatures; (h) any user name, email, or unique electronic identifier combined with a personal identification code, password, or security question/answer that would permit access to an online account; (i) precise geolocation (a radius of 1,850 feet or less); (j) resume, CV, or employment application content; or (k) data associated with a person under eighteen (18) years of age. Publisher shall promptly notify CoverClicks if Prohibited Data has been transmitted, and CoverClicks may remove it from its systems.

5.5 Security. Each Party shall implement and maintain a written information security program with administrative, technical, and physical safeguards appropriate to its size and activities, including encryption in transit and at rest, access controls, and regular assessments, all as required by Applicable Privacy Laws. Each Party shall notify the other without undue delay, and in any event within seventy-two (72) hours, of any confirmed unauthorized access to or disclosure of Publisher Data.

5.6 Change in Law. If any new or amended local, state, federal, or international law, rule, or regulation enacted after the Effective Date (a "**Change in Law**") materially limits or prohibits the activities contemplated hereunder, either Party may, upon written notice, suspend performance or terminate this Agreement. Neither Party makes any representation regarding the future state of such laws.

6. CONFIDENTIALITY

6.1 Definition and Obligations. For purposes of this Agreement, "**Confidential Information**" means non-public information disclosed by a Party that is identified as confidential or reasonably understood to be confidential, including the terms of this Agreement, technical specifications, Buyer identities, reporting data, and the contents of any Enrichment File. The receiving Party shall: (a) hold such information in strict confidence; (b) not disclose it except to its directors, officers, employees, agents, and advisors with a need to know and bound by obligations at least as protective as those herein; and (c) use such information solely to perform its obligations or exercise its rights under this Agreement.

6.2 Exceptions; Mandated Disclosure. Confidential Information does not include information that: (a) is or becomes public through no act of the receiving Party; (b) was lawfully in the receiving Party's possession prior to disclosure without restriction; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed without use of the disclosing Party's Confidential Information. If compelled

by law to disclose, the receiving Party shall, to the extent legally permitted, give prompt written notice and reasonable cooperation in seeking a protective order.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual. Each Party represents and warrants that: (a) it has full power and authority to enter into and perform its obligations under this Agreement; (b) the execution and performance of this Agreement will not breach any other agreement; and (c) it will comply with all applicable laws including, without limitation, any and all Applicable Privacy Laws.

7.2 Publisher. Publisher represents and warrants that: (a) it owns or has all rights necessary to submit Publisher Data and grant the license in Section 4.2; (b) Publisher Data was collected by Publisher, and shared with CoverClicks and its Buyers, in compliance with all applicable laws, rules and regulations including, without limitation, Applicable Privacy Laws, Publisher's published privacy policies, and any other applicable notice/consent obligations; (c) it has provided all notices and obtained all consents (where required) to share Publisher Data with CoverClicks and its Buyers for the purposes contemplated hereunder including, without limitation, Pixel Prior Consent, Permitted Use Consent and Re-Sale Consent; and (d) the Publisher Data does not contain Prohibited Data.

7.3 CoverClicks. CoverClicks represents and warrants that: (a) it has the technology, personnel, and processes to perform in a professional and workmanlike manner consistent with industry standards; (b) it will maintain an information security program per Section 5.5; and (c) it will maintain written agreements with all Buyers containing the restrictions in Section 4.5.

7.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE SAME. COVERCLICKS DOES NOT WARRANT ANY SPECIFIC LEVEL OF FLAT FEES, MATCH RATE, OR ENRICHMENT FILE COVERAGE.

8. LIMITATION OF LIABILITY

8.1 Indirect Damages. EXCEPT FOR BREACHES OF SECTION 5 OR SECTION 6, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF INCOME, REVENUE, PROFITS, OR GOODWILL), EVEN IF ADVISED OF THE POSSIBILITY.

8.2 Aggregate Cap. EXCEPT AS SET FORTH IN SECTION 8.3, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THREE (3) TIMES THE AVERAGE MONTHLY FEES PAID OR PAYABLE BY COVERCLICKS TO PUBLISHER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM (OR THE AVERAGE FOR THE PERIOD ELAPSED IF SHORTER).

8.3 Privacy/Confidentiality Cap. COVERCLICKS' AGGREGATE LIABILITY FOR BREACH OF SECTION 5 OR SECTION 6 SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); OR (B) SIX (6) TIMES THE AVERAGE MONTHLY FEES PAID. IF DAMAGES INCLUDE THE COST OF CONSUMER NOTIFICATION OR CREDIT MONITORING, COVERCLICKS SHALL BE LIABLE FOR SUCH DAMAGES (SUBJECT TO THE FOREGOING) ONLY IF SUCH NOTIFICATION OR MONITORING IS REQUIRED BY LAW.

9. INDEMNIFICATION

9.1 By Publisher. Publisher shall defend, indemnify, and hold harmless CoverClicks and its members, officers, directors, employees, and agents from any third-party claim, and resulting damages, losses, costs, and reasonable attorneys' fees, arising out of or related to: (a) breach of this Agreement by Publisher,

including Publisher's warranties set forth in Section 7.2 hereof; (b) submission of Prohibited Data; (c) collection and/or sharing of Publisher Data in violation of applicable law or Publisher's published privacy policies including, without limitation, any failure to obtain necessary Pixel Prior Consent, Permitted Use Consent and/or Re-Sale Consent; (d) the Publisher Properties and/or Publisher privacy policy(ies); and/or (e) Publisher's gross negligence or intentional misconduct.

9.2 By CoverClicks. CoverClicks shall defend, indemnify, and hold harmless Publisher and its officers, directors, employees, and agents from any third-party claim, and resulting damages, losses, costs, and reasonable attorneys' fees, arising out of: (a) breach of CoverClicks' warranties in Section 7.3; (b) failure to enforce the Buyer obligations in Section 4.5; or (c) CoverClicks' gross negligence or intentional misconduct.

9.3 Procedure. The indemnified Party shall: (a) promptly notify the indemnifying Party of any claim; (b) tender sole control of defense and settlement to the indemnifying Party (no settlement imposing obligations or admissions on the indemnified Party without its prior written consent); and (c) provide reasonable cooperation at the indemnifying Party's expense.

10. GENERAL

10.1 Independent Contractors. The Parties are independent contractors. Nothing herein creates a partnership, joint venture, agency, or employment relationship.

10.2 Notices. Notices shall be in writing and deemed given on personal delivery, certified mail return receipt, or overnight courier. Notices to CoverClicks shall be sent by certified mail, return receipt requested, to: CoverClicks Marketing LLC, c/o Legal or Josh Blumenfeld, CEO, 445 Park Avenue, Floor 9, New York, NY 10022. Notices to Publisher: as set forth on the signature page or as later designated in writing.

10.3 Publicity. Neither Party shall issue any press release referencing the other or this Agreement without prior written consent; *provided, however,* that CoverClicks may include Publisher's name and logo in a customer or publisher list on its website and in standard sales collateral, subject to Publisher's reasonable trademark usage guidelines provided in writing.

10.4 Assignment. Neither Party may assign this Agreement without prior written consent, except that either Party may assign, upon written notice and without consent, to an affiliate or to a successor in a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation hereof is void. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

10.5 Governing Law; Venue. This Agreement is governed by the laws of the State of New York, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

10.6 Force Majeure. Neither Party is liable for any failure or delay in performance (other than payment obligations) caused by circumstances beyond its reasonable control.

10.7 Entire Agreement; Amendment; Severability; Waiver; Counterparts; Headings; Drafting. This Agreement (together with all Schedules hereto) is the entire agreement of the Parties on its subject matter and supersedes all prior or contemporaneous agreements. This Agreement may be amended only in writing signed by both Parties. If any provision of this Agreement is held to be unenforceable, the remainder remains in effect. No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein. A waiver of default shall not be a waiver of any other or

subsequent default. This Agreement may be executed in counterparts (including by PDF or e-signature), each an original and together one instrument. All section headings and captions have been inserted for convenience only and shall not affect the interpretation of this Agreement. Each Party executing this Agreement agrees that they have fully participated in the drafting of this Agreement and that no Party shall be deemed to be the drafting Party of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

By checking the "I agree" box and submitting the publisher application, Publisher acknowledges that it has read, understood, and agrees to be bound by this Agreement. The individual accepting this Agreement represents and warrants that they have the authority to bind Publisher.

SCHEDULE A — Publisher Properties

Publisher Data may be submitted from the Publisher Properties identified by Publisher in its application and any additional properties Publisher subsequently registers in the CoverClicks publisher portal.

Publisher may add or remove Publisher Properties by written notice (email acceptable) to CoverClicks.

SCHEDULE B — Required Privacy Policy Disclosure

Publisher shall include, and maintain during the Term of the Agreement, the following disclosure (or substantially equivalent language per Section 5.1) in the privacy policy of each Publisher Property prior to submitting any Publisher Data. Bracketed terms may be conformed to Publisher’s defined terms.

Audience Signal Network (CoverClicks). We participate in the CoverClicks network - a network that enables third parties to identify certain users/user activity for users who are already known to those third parties and who are active across the network. We may share with CoverClicks a SHA-256 hashed file of your email address and certain data associated with the pages of our website that you visited/interacted with (such as URL (with query parameters processed to remove direct personal identifiers), page title, meta description, and referrer page). From that shared data, CoverClicks may derive activity and intent signals which are, in turn, provided to third party marketing partners of CoverClicks (“Buyers”), but only for users for which such Buyers had previously and independently collected such data. We do not share your name, unhashed email address, telephone number, mailing address, resume, government identifiers, precise geolocation, financial account information, or any other Sensitive Personal Information, as defined under applicable privacy laws. Buyers do not receive raw identifiers and may not re-disclose signals, combine them to re-identify users, or profile users with whom they have no direct consent relationship.

Our participation in the CoverClicks network may be considered a sale/sharing of personal information under applicable privacy laws. You may opt out from the sharing of your information using any of the options made available in the “Opt-Out from the Sale of Your Personal Information” section of this Privacy Policy. See coverclicks.com/privacy for more information about CoverClicks data collection, retention, and usage policies.