



CLIENT AGREEMENT

This Client Agreement (“**Client Agreement**”) governs the Client’s access and use of certain Choreograph data products which are made available to the Client through Kalibrate acting as a data agent (“**Agent**”).

1 Definitions

The terms set out in this Client Agreement shall have the meanings given to them below.

Agent	means the natural or legal person who acts for and on behalf of Client, as listed in the Parties section of the Client Agreement
Agent Systems	means any information technology system(s) owned or operated by Agent where Choreograph Data is delivered or made available to on behalf of the Client.
Activation	means transmitting an Audience to an ad buying/selling platform.
Activation Fees	means those fees calculated in accordance with the Data Schedule for Activation.
Append	means adding one or more data attributes from the Choreograph Data to Client Data and “Appending” will be construed accordingly.
Applicable Law	means (a) federal, state, and local laws, including Data Protection Laws; (b) to the extent they have force of law, any regulations, statutory instruments, edicts, bylaws, directions or guidance from government or governmental agencies, and (c) guidelines or guidance issued by a self-regulatory organization, including the Association of National Clients (“ANA”), the Data & Marketing Association (“DMA”), the Digital Advertising Alliance (“DAA”), the Network Advertising Initiative (“NAI”), and the Interactive Advertising Bureau (“IAB”); existing from time to time and applicable to the performance of a Party’s obligations under this Agreement, including as it relates to advertising and marketing and the dissemination of marketing content by any means, including direct mail, telephone, email, or online or mobile advertising.
Audience	means a selection of consumer records that have been grouped together due to shared attributes.
Authorised Users	means those employees, officers, and contractors of Client, and Agent, who are authorised by Client and approved by Choreograph to access and use the Choreograph Data.
Choreograph Account	has the meaning given in clause 8.1
Choreograph Data	means Choreograph’s proprietary and licensed data, including all data attributes as further described in Schedule A3: Data Elements, as amended from time to time on written notice to Client.
Claims	means any actions, suits, claims, demands, investigations, and proceedings.
Client Agreement	means an agreement between Choreograph and a Client, authorising Agent to enter into Client Agreement on Client’s behalf
Client Agreement Term	has the meaning given in clause 2.
Client Devices	has the meaning given in Schedule B2.



Client Systems	means any information technology system(s) owned or operated by Client where Choreograph Data is delivered or made available to.
Confidential Information	means any information that is disclosed, provided or made accessible by, or on behalf of, one Party to the other Party in connection with this Agreement, and that is identified as “confidential” or “proprietary” or that, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary (e.g., product or business plans), but does not include information that the receiving Party already knew, becomes public through no fault of the receiving Party, or was independently developed by the receiving Party without reference to the disclosing Party’s confidential information.
Data Protection Law	means all applicable data protection and privacy legislation and regulatory requirements in force from time to time and which apply to a party relating to the use of Personal Data or Personal Information.
Derived Data	means any data or information which is derived and newly created from Choreograph Data (but without including any of Choreograph Data), provided always that such derived data: (i) is not and does not modify any of the Choreograph Data; and (ii) cannot be identified as originating or deriving directly from the Choreograph Data and cannot be reverse-engineered such that it can be so identified; and (iii) is not substantially the same or capable of use as a substitute for Choreograph Data, for example, converting date of birth to numeric age.
Insights	means using Choreograph Data to understand or gain insight into consumers’ interests, motivations, behaviors and preferences at an individual consumer level or an aggregate group or population level.
License Fees	means the fees for Choreograph Data, including Activation Fees (if applicable), as set out in the rate card in Schedule A2 to the Agent Agreement.
License Records	has the meaning given in clause 14.2
List	means an Audience comprising a list of names, addresses, email addresses, telephone numbers and/or any other contact information of individuals, households or businesses who are not current or prior customers of Client, as selected by Client or Choreograph based on certain criteria.
Losses	means liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees).
Model	means an algorithm which is predictive of certain consumer behaviours, created using Choreograph Data or Choreograph Data combined with other data and “Modeling” will be construed accordingly.
Permitted Uses	means those uses as set out in the Data Schedule.
Personal Data or Personal Information	shall have the meanings given to them in applicable Data Protection Law.
Process	shall have the meaning give to it under applicable Data Protection Law. “Processing” will be construed accordingly.
Profiling	means labeling or describing consumers based on their likely characteristics, behaviors and/or demographics.
Sanctions	means any United Nations, United Kingdom, European or United States of America sanctions or trade restrictions (including any restrictions or



	prohibitions on trade or financial transactions with certain countries or entities).
Security Breach	has the meaning given in Schedule B2.
Sensitive Data	means the data attributes described in Schedule A4: Sensitive Data to the Agent Agreement, as amended from time to time on written notice to Client.
Suppression	means marking or flagging a consumer record to assist the Client in determining whether that record should be used for certain marketing activities, such as do-not-call, do-not-mail, do-not-email, deceased persons, persons in prison, persons in nursing homes etc.
Telemarketing	means an outbound telephone call, pre-recorded message or text message for the purpose of promoting, advertising, marketing, or offering goods or services.
Territory	means the geographical scope of the Choreograph Data as set out in the Data Schedule.
Third Party Processor	has the meaning given in clause 5.1.
Usage Report	has the meaning given in clause 9.3.
Use Restrictions	means the obligations set out in clause 7.

2 Client Agreement Term

- 2.1 This Client Agreement shall come into effect on the Effective Date set out above, and shall continue for the duration of the initial term and any renewal term as mutually agreed in writing by the Parties (collectively the “**Client Agreement Term**”).

3 Data License

- 3.1 Client hereby authorises Agent to enter into this Client Agreement to license Choreograph Data as further described in the Data Schedule on its behalf and to administer all invoices and payments.
- 3.2 Client acknowledges that it shall be fully bound by this Client Agreement, including the Data License Terms & Conditions, and the Data Schedule.
- 3.3 The Data Schedule shall incorporate the Data License Terms & Conditions below.

DATA LICENSE TERMS & CONDITIONS

4 Scope of License

- 4.1 Choreograph grants to Client a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license in Territory, for the duration of the Client Agreement Term to use the Choreograph Data for the Permitted Uses in conjunction with the Client’s internal business operations in the marketing of its own products and/or services.
- 4.2 This license is granted strictly to Client as named in the Client Agreement, and sub-licenses are strictly prohibited (including to any affiliate of the Client).



5 Delivery of Choreograph Data

- 5.1 During the Client Agreement Term, Choreograph shall supply or make available to the Client (or its Agent) the Choreograph Data to the location, at the frequency, and in the format as specified in the Data Schedule. Choreograph shall first approve in writing any third party systems, tools or applications (“**Third Party Processor**”) that will store, host or maintain Choreograph Data.
- 5.2 Where Client (or Agent on the Client’s behalf) selects the destination or form of delivery for Choreograph Data, or any output files that include Choreograph Data, Client assumes all liability resulting from either delivery to erroneous recipients or breaches of security in transit.
- 5.3 Choreograph may provide Client (or Agent) with updates to Choreograph Data from time to time. As soon as possible and in any event within 5 (five) days of receipt of each updated file, Client shall begin using the updated file and shall delete and destroy the file that it supersedes. Where Choreograph makes available to Client access to Choreograph Data, Choreograph shall ensure Choreograph Data is updated at least every 2 (two) weeks, or other such timeframe as notified to Client in writing. Client shall ensure it accesses Choreograph Data with a frequency of at least every 2 (two) weeks so that Client is accessing the most up-to-date file.

6 Derived Data

- 6.1 Derived Data may be created by or on behalf of Client only as a result of the Permitted Uses and in accordance with terms of the Data License Terms & Conditions.
- 6.2 Choreograph shall have no liability for any Losses or any Claims which are attributable to Client’s possession, use, development, modification or retention of any Derived Data.

7 Use Restrictions

Client agrees and undertakes to comply with each of the following restrictions upon the use of Choreograph Data:

- 7.1 Segregation. Client shall (and, if applicable, compel its Third Party Processors to) appropriately source code or segregate the Choreograph Data, including in Client Systems and Agent Systems, to ensure that Choreograph is identified as the licensor or source of the Choreograph Data and to ensure that:
- (a) use of the Choreograph Data is consistent with this Client Agreement, including obligations of confidentiality under clause 16, and can be verified;
 - (b) the Choreograph Data can be deleted as required by the Data License Terms & Conditions; and
 - (c) any License Fees payable under the Data License Terms & Conditions can be properly assessed.
- 7.2 Security and location of Choreograph Data. To the extent Choreograph Data is stored and maintained in either Client Systems, Agent Systems or other third-party systems, Client shall (and procure that its Third-Party Processors shall):
- (a) ensure Choreograph Data is stored and maintained solely in Territory(ies);
 - (b) ensure Choreograph Data is only used for the Permitted Uses and in accordance with the terms of the Data License Terms & Conditions and the Data Schedule; and
 - (c) comply with the security requirements set out in Schedule B2.
- 7.3 No individual reference services; no monetising; no resale. Client shall not use Choreograph Data:



- (a) in connection with any individual reference service (being any service that provides data to help identify, verify, or locate individuals);
- (b) for or on behalf of any third party; or
- (c) for any resale applications including to create Models that are applied to any data set and monetised for or to any third party and/or to create custom audiences for or on behalf of any third party (or delivering them to any third party), or any activity which could be considered a "Sale" of Personal Information under Data Protection Law.

7.4 Do-Not-Call Compliance

- (a) This clause 7.4 shall apply only if Choreograph provides Client with telephone numbers as part of the Choreograph Data for Telemarketing.
- (b) Client agrees to:
 - (i) comply with all applicable telemarketing laws and regulations, including the federal Telemarketing Sales Rule, 16 CFR Sect. 310; and
 - (ii) with appropriate frequency, process Choreograph Data against the national Do Not Call registry maintained by the United States Federal Trade Commission (FTC); and
 - (iii) Client agrees that it shall register with the FTC and obtain a subscriber account number covering the area codes associated with the geographical areas of the planned telemarketing activities, and make such information available to Choreograph on request.

7.5 Specific Data Restrictions. If the Choreograph Data includes:

- (a) 'Social Determinants of Health' elements, such Choreograph Data shall not be used for location-based targeting;
- (b) 'Deceased Individual Suppression File' such Choreograph Data may only be used for Suppression and for no other purpose;
- (c) 'Audience Origin' data, such Choreograph Data shall not be used to deliver any advertising or other communications or content to any panellist who forms part of the Audience Origin data. For the avoidance of doubt, this shall not exclude Client from using such Choreograph Data as a seed in a Model; or
- (d) 'Sensitive Data' , such Choreograph Data shall not be used for any online or offline advertising, including: Telemarketing; email or mail marketing; Activation; creating Lists or Audiences; Suppression.

7.6 Profiling and Eligibility Restrictions. Client shall not use Choreograph Data or Derived Data:

- (a) For credit granting, credit monitoring, credit account review, debt collection, insurance underwriting, or employment purposes;
- (b) To make decisions solely by automatic means where the decision has a significant effect on the consumer;
- (c) In any way that does or can be used to discriminate against any person or promote bigotry, racism or harm,
- (d) In any way that does not respect consumer privacy or other issues to which individual consumers may be sensitive or vulnerable; and
- (e) any other purpose covered by Fair Credit Reporting Act ("FCRA") (15 U.S.C. Sec. 1681 et seq), Federal Trade Commission ("**FTC**") interpretations of the FCRA, and similar state statutes.



8 Authorised Users

- 8.1 Client is responsible for any use of and access to Choreograph Data by its Authorised Users, including any use or access by Authorised Users in:
- (a) Choreograph's proprietary tools and applications; and
 - (b) a Choreograph owned account or instance in any third-party platform, such as a demand side platform or social platform ("**Choreograph Account**").
- 8.2 Client agrees that Authorised Users' access to and use of Choreograph Account(s) is subject to approval by the relevant third-party platform, and Client agrees to be bound by and comply with any terms and conditions or policies imposed by such third party platform in respect of the Choreograph Account.
- 8.3 Client shall be directly liable to Choreograph for all Claims and Losses howsoever arising out of or in connection with Authorised Users' access to or use of the Choreograph Data in breach of this Client Agreement, and any unauthorised access to or use of Choreograph's Account in connection with the same.

9 Fees for Choreograph Data

- 9.1 In consideration of the license granted hereunder, Client (or Agent on Client's behalf) shall pay to Choreograph the License Fees for Choreograph Data.
- 9.2 In addition to any License Fees, Client will pay all taxes, fees or assessments of whatever kind or nature now or hereafter imposed by any government authority upon any services or information provided hereunder by Choreograph, excluding taxes based upon the net income of Choreograph.
- 9.3 This sub-clause shall apply only if License Fees are based upon Client's usage of the Choreograph Data, as set out in the Data Schedule. Client (or Agent on Client's behalf) will provide Choreograph with an accounting describing all the usage of the Choreograph Data, including solicitations by direct mail, telephone contacts or surveys, and shall contain such detail as Choreograph may reasonably require to reflect a proper calculation of the License Fees ("**Usage Report**"). Where Activation is a Permitted Use for Choreograph Data, the Usage Report shall be in electronic form from the ad server or DSP (as agreed in writing by the parties) that describes the performance of each of the Audiences during the monthly period covered by such report to calculate the Activation Fee, including at a minimum the number of impressions served during the covered month. The Usage Reports shall be performed by Client (or Agent on Client's behalf) on a monthly basis and provided to Choreograph in a format to be mutually agreed upon, not later than the fifteenth (15th) day of the month following the expiration of each calendar month, regardless of whether the Choreograph Data was used by the Client in the preceding month. The Usage Reports shall be the sole basis for determining the License Fees.

10 Suspension; Termination

- 10.1 Suspension. Without prejudice to any other rights or remedies Choreograph may have, if there has been a Security Breach or a breach of the Use Restrictions relating to Choreograph Data, Choreograph may immediately suspend Client's rights under the Client Agreement until the applicable Security Breach or unauthorised use has been remedied to Choreograph's reasonable satisfaction.
- 10.2 Termination. Choreograph may terminate the Client Agreement, and without any cost, obligation or liability to Client, at any time, on written notice to the Client:
- (a) if Choreograph reasonably determines that the provision of the Choreograph Data has become unlawful; or



- (b) for material breach by Client, which shall include a breach of any of the representations and warranties in clause 11, provided however that if such breach is capable of cure, the Client will have ten (10) days from the date of such notice to cure such breach.
- 10.3 Either Party may terminate this Client Agreement at any time by providing the other Party thirty (30) days' prior written notice.
- 10.4 Effect of Termination. Upon the termination or expiration of the Client Agreement, Client shall:
- (a) discontinue using Choreograph Data and delete all Choreograph Data in Client's possession including from Client Systems, Agent Systems, or Third Party Processor systems, tool or applications (other than retaining a copy as required by Applicable Law). For the avoidance of doubt, following termination or expiration, any Model must not contain any Choreograph Data (including to re-score or update the Model) and the output of any application of the Model must not contain any Choreograph Data;
 - (b) provide a certificate of deletion, and shall procure that its Third Party Processors provide the same to the extent Choreograph Data is stored and maintained by a Third Party Processor; and

11 Warranties and Disclaimers

- 11.1 Client represents and warrants to Choreograph that:
- (a) it will use Choreograph Data in compliance with Applicable Laws and the terms of this Data License Terms & Conditions and the Data Schedule;
 - (b) if using Choreograph Data for Telemarketing (call or text) or solicitations (mail or email), any offers, promotions or marketing material: does not fall within any of the prohibited categories set out in Schedule B1; and does not contain any of the following: (i) unlawful, threatening, abusive, libelous, defamatory, pornographic, obscene, profane or otherwise objectionable information, (ii) any information constituting or encouraging conduct that would violate any Applicable Laws or that would give rise to civil liability; (iii) any material that infringes or violates any third party Intellectual Property Right; or (iv) any of the prohibited content set out in Schedule B1;
 - (c) it will not at any time use or disclose the Choreograph Data for any purpose that would cause the following laws to apply to Choreograph: Fair Credit Reporting Act ("**FCRA**"); Children's Online Privacy Protection Act; Financial Service Modernization Act (a.k.a. the Gramm-Leach-Bliley Act); or Fair and Accurate Credit Transactions Act;
 - (d) to the extent the Choreograph Data contains Personal Data or Personal Information, it shall:
 - (i) Process Personal Data or Personal Information in accordance with the Data Protection Laws; and
 - (ii) assist Choreograph in complying with consumer requests (e.g. opt out, do not sell etc), including, without limitation, discontinuing use, deleting, destroying and/or returning Choreograph Data to Choreograph, in the timeframes required by Data Protection Laws; and
 - (iii) where Choreograph makes available to Client access to Choreograph Data, Client shall ensure it accesses Choreograph Data with a frequency of at least every 2 (two) weeks so that Client is accessing the most up-to-date file.
- 11.2 Choreograph warrants and represents to Client that:



- (a) it has the right to license the use of Choreograph Data to Client as specified in the Data License Terms & Conditions; and
- (b) Choreograph Data will be as current as is reasonably obtainable given Choreograph's customary method of compilation and the nature and accuracy of Choreograph's sources.

11.3 All Choreograph Data is provided "as is". Choreograph makes no representations or warranties regarding the accuracy, timeliness, completeness, reliability, or fitness for a particular purpose of the Choreograph Data or any results or consequences obtained from using of Choreograph Data.

11.4 Except as expressly stated in this Data License Terms & Conditions all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Applicable Law.

12 Indemnity

12.1 Each Party (the Indemnifying Party) will defend, indemnify and hold harmless the other Party and its affiliates and its and their respective officers, directors, and employees, and Agent as it relates to the Client (the Indemnified Party) from all third-party Claims and Losses arising out of or in connection with:

- (a) In respect of either Party as the Indemnifying Party, (i) a breach of Applicable Laws; (ii) a breach of the representations and warranties in clause 11 of the Client Agreement; (iii) an infringement, misappropriation, or violation of any third-party intellectual property rights; or (iv) a breach of the obligations of confidentiality under clause 16.
- (b) In respect of the Client as the Indemnifying Party, any unauthorised access to or use of Choreograph Account(s).

12.2 The Indemnified Party must (a) promptly notify the Indemnifying Party in writing of the third-party Claims (provided that failure of the Indemnified Party to promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been damaged by the failure); (b) reasonably cooperate with the Indemnifying Party in the defense of the matter; and (c) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may at its expense join in the defense with counsel of its choice. The Indemnifying Party may enter into a settlement only if it (i) involves only the payment of money damages by the Indemnifying Party; and (ii) includes a complete release of the Indemnified Party; any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed).

13 Limitation of Liability.

13.1 Choreograph's sole liability for non-provision of Choreograph Data hereunder, as Choreograph may elect, regardless of the form of action, will be either (i) providing the Choreograph Data as soon as reasonably possible; or (ii) refunding any License Fees Client has paid in advance for any Choreograph Data according to the prorate value, if any, of such Choreograph Data.

13.2 To the fullest extent permitted by law regardless of the theory or type of claim and subject to clause 13.3:

- (a) no Party may be held liable under this Client Agreement or arising out of or related to performance of this Client Agreement for any indirect, incidental, consequential,



special, punitive or exemplary damages, even if the Party is aware or should know that such damages are possible; and

- (b) subject to clause 13.2(c) whether liability arises in contract, tort (including negligence or breach of statutory duty), misrepresentation (including under or with respect to any indemnity), restitution or otherwise, each party's maximum aggregate liability under this Client Agreement will not exceed the total amount of License Fees paid or payable to Choreograph hereunder during the twelve (12) months prior to the date when the liability arose; and
- (c) nothing in this Client Agreement shall limit either Party's liability for amounts payable to third parties under clause 12. Notwithstanding anything to the contrary in this clause 13.2(c), in no event will either Party's liability under clause 12.1(a)(i) exceed \$1,000,000 (one million dollars).

13.3 Nothing in this Client Agreement shall limit either Party's liability for fraud or fraudulent misrepresentation, intentional misconduct, death or personal injury caused by its negligence, or matters that cannot be excluded or limited by Applicable Law.

13.4 Client shall be liable for the acts and omissions of its Third Party Processors as if they were the acts and omissions of the Client.

14 Records and Audit

14.1 If Choreograph Data is used for Telemarketing (call or text) or solicitations (mail or email), Client shall maintain a copy of such offers or solicitations for a period 1 (one) year following the applicable offer or solicitation and will provide a copy to Choreograph upon request.

14.2 Client (or Agent on Client's behalf) shall keep detailed, accurate and up-to-date records showing, during the previous 12 months, usage of the Choreograph Data including Usage Reports (if applicable), and the steps taken by Client to comply with its obligations under the Data License Terms & Conditions including Use Restrictions and data security obligations ("**License Records**").

14.3 Client shall permit Choreograph and its third-party auditors, at Choreograph's own cost and expense, on reasonable notice (but without notice in case of any reasonably suspected breach of the Data License Terms & Conditions or in the case of a Security Breach) to inspect the License Records and/or Client Systems, Agent Systems, and Third Party Processor systems (if applicable) for the purposes of auditing Client's compliance with its obligations under the Data License Terms & Conditions.

14.4 Client's obligations and Choreograph's rights under this clause 14 shall continue and survive for a period of 1 (one) year after the date of expiry or termination of the Client Agreement and Client shall give all necessary assistance to the conduct of such audits.

15 Intellectual Property

15.1 Choreograph (and/or its licensors) own and retain all Intellectual Property Rights in Choreograph Data and any Model created by Choreograph, and the methods and processes it employs in collecting, decoding, assembling, updating, accessing, enhancing, and modelling Choreograph Data, and associated source and object codes and documentation.

15.2 Client acknowledges and agrees that it shall have no right, title, or interest in or to the Choreograph Data, Derived Data, or any Models created by Choreograph, except as expressly set out in the Data License Terms & Conditions.



15.3 Choreograph acknowledges and agrees that Client shall own all Intellectual Property Rights in the Derived Data.

16 Confidentiality.

16.1 The receiving Party may use Confidential Information only to exercise its rights and fulfil its obligations under this Client Agreement and must use reasonable care to protect Confidential Information. The receiving Party will not disclose Confidential Information, except to employees, subcontractors, its Agent, and any Third Party Processor (approved by Choreograph) who need to know it and who are obligated to keep it confidential on the same or substantially similar terms as this clause 16. No Party may disclose Confidential Information to a third party without the prior written consent of the other Party, except (a) to its professional advisors and financing sources, or to a third party (including, an affiliate) reviewing or auditing the systems and/or records of the receiving Party, in each case under a strict duty of confidentiality; (b) for purposes of enforcing its rights under this Client Agreement; and (c) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to the disclosing Party and using commercially reasonable efforts to provide the disclosing Party with the opportunity to seek a protective order or the equivalent (at the disclosing Party's expense)).

16.2 Client acknowledges and agrees that Choreograph's Confidential Information includes the terms of the Client Agreement and the source or origin of the Choreograph Data, including that Choreograph is the Licensor, and Client shall comply with its obligations in clause 16.1 in respect of the same.

16.3 Further, Client shall not disclose in any direct mail, telephone solicitation or survey, any reference to selection criteria or any presumed knowledge about the recipient derived from the Choreograph Data.

17 Miscellaneous

17.1 All notices under this Client Agreement must be in writing and sent to the attention of the other Party at their address set forth in the "Parties" section of this Client Agreement. Notice will be deemed given when delivered.

17.2 This Client Agreement is governed by the laws of New York, excluding its conflicts of law rules. THE JURISDICTION AND VENUE FOR ALL DISPUTES HEREUNDER WILL BE THE STATE AND FEDERAL COURTS IN COUNTY AND STATE OF NEW YORK, AND THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

17.3 Agent shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Choreograph.

17.4 This Agreement is Choreograph and Client's entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

17.5 All amendments hereto must be executed in writing by both Parties.

17.6 Failure to enforce any provision of this Client Agreement will not constitute a waiver.

17.7 If any provision of this Client Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

17.8 The Parties are independent contractors, and this Client Agreement does not create an agency, partnership or joint venture.

17.9 The Parties may execute this Client Agreement in counterparts, including, without limitation, facsimile, PDF and other electronic copies, which taken together will constitute one instrument.



Schedules to Client Agreement

Schedule B1: Prohibited Categories and Content

Schedule B2: Data Security Obligations



Schedule B1: Prohibited Categories and Content

Prohibited Categories

- Sweepstakes, lotteries, contests, games of chance, wealth-building or other financial opportunity programs, chain letters, pyramid schemes, multi-level marketing programs, affiliate marketing programs, negative-option plans, deceptive or unfair “free trial offer” or “risk free” claims, work-from-home programs, office supply programs, debt-reduction or credit repair programs, fake checks, or prize promotions
- Illegal or controlled drugs, including marijuana

Prohibited Content/Copy

- Deceptive or misleading information, misrepresentation or material omission, including but not limited to advertising formats designed to look native or unlike solicitations
- Information that would imply endorsement, affiliation or sponsorship with any third party without written consent of such third party
- Deceptive or misleading claims, including deceptive or misleading affiliation claims, deceptive or misleading ratings or rankings, or deceptive or misleading “Made in the USA” claims
- Unsubstantiated medical claims (e.g., claims of efficacy or safety)
- Unsubstantiated endorsements and testimonials, such as unsubstantiated product endorsements by medical professionals, financial professionals, or celebrities
- Any offers involving a request for a payment of any kind in order to access a financial opportunity, (e.g., processing fee, entry fee, or fee for a pamphlet or explanatory materials)
- Sexually explicit content
- Violent content
- Copyright infringement or materials that infringe on the rights of third parties
- Otherwise do not follow, comply with or meet legal, regulatory, or industry requirements, standards, or guidance.

Schedule B2: Data Security Obligations

1 Data Security

Client shall:

- 1.1 Implement and maintain physical and electronic security measures to prevent unauthorised access, use, alteration, abuse, theft or misappropriation of the Choreograph Data or any Client System or other system or information used in connection with the Choreograph Data, to the same level of security and privacy Client implements for its own most sensitive data;
- 1.2 maintain reasonable up to date anti-virus definitions and security patches for all Client Systems and any other applicable systems and software in order to properly prevent against commonly known threats;
- 1.3 notify Choreograph without undue delay (and in any event within 48 (forty eight) hours) of becoming aware of:
 - (a) any security breach of the Client Systems or Client Devices (as defined below) that affect Choreograph Data;
 - (b) any unauthorised access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Choreograph Data on or from Client Systems or Client Devices; or
 - (c) any circumstance relating to the security of the Choreograph Data which requires Client to make a notification to any governmental or regulatory body or affected party under Applicable Law,



(each, a "**Security Breach**");

- 1.4 in any notification to Choreograph required under paragraph [1.3], Client shall:
 - (a) promptly provide to Choreograph a description of the incident, the Choreograph Data accessed, and such other information as Choreograph may reasonably request concerning the Security Breach; and
 - (b) provide reasonable co-operation in assisting with the mitigation of and responding to queries regarding the Security Breach;
- 1.5 unless prohibited by Applicable Law, notify Choreograph of any request that it receives for disclosure of Choreograph Data required by law or by a governmental or regulatory body, including any legal process initiated by any governmental or regulatory entity in any jurisdiction;
- 1.6 transmit and store all Choreograph Data in an encrypted format using best industry standard encryption technology;
- 1.7 maintain a firewall for all systems and internet connection points, with access control restricted to that required for authorised use of the systems and applications in connection with this Agreement ;
- 1.8 provide physical security to prevent unauthorized access to any device used to access the Choreograph Data and/or systems and applications in connection with this Agreement ;
- 1.9 ensure that all remote personal computing systems, workstations, laptops and other Client Devices that access the Choreograph Data and/or systems and applications in connection with this Agreement have functional and current anti-virus and firewall software installed and have appropriate security patches applied; and
- 1.10 not attempt to exceed the permitted access to a system or application, including Choreograph Tools, authorised by Choreograph in connection with this Agreement.

2 Client's Security Program

- 2.1 Client shall have in place, and comply with, an information security program ("**Security Program**") that has administrative, technical, and physical safeguards that are appropriate for its size and complexity, the nature and scope of its activities, and the sensitivity of information transmitted or received in connection with this Agreement .
- 2.2 Such Security Program shall include, at a minimum, the best available security practices and systems applicable to:
 - (a) maintain and enforce the physical security of all premises in which Choreograph Data will be processed or stored;
 - (b) enforce the territorial and use restrictions as described in the Data License Terms & Conditions and Data Schedule;
 - (c) ensure that best industry practice precautions are taken with respect to the employment of and access given to Client's Authorised Users (including training and access controls) and so as to ensure that Choreograph Data is accessible only to such of Client's Authorised Users who need to have access to it and only to the extent necessary for proper and compliant use under this Client Agreement; and
 - (d) ensure the encryption of the Choreograph Data that is collected, processed, transmitted by, accessed from or maintained by Client and/or its Authorised Users on its or their respective Client Systems and any other applicable networks, systems and premises or stored on any digital or electronic portable storage devices such as laptops, CDs, diskettes, portable drives, magnetic tapes and other similar devices (collectively, the "**Client Devices**") on which Choreograph Data is held.



3 Security and Passwords

- 3.1 Where Choreograph uses any security feature (including any key, PIN, password or token) (each a "**Security Feature**") in relation to the Choreograph Data (wholly or in part), such Security Features must be kept confidential and not lent, shared, transferred or otherwise misused.