LIVERAMP DATA ONBOARDING

1.   GENERAL. You will receive access to LiveRamp's Data Onboarding Services ("**Onboarding**" or **"Services"**) which is an identity resolution service that enables You to distribute a file containing RampIDs (durable, pseudonymous identifiers separately encoded for each participant within the LiveRamp network) to destinations within the LiveRamp network.

2.   SCOPE OF SERVICES.

2.1   License. LiveRamp grants You a non-exclusive, non-transferable, royalty-free, non-exclusive, non-transferable license, to use the Services for the Permitted Uses and subject to the Restrictions and any other terms and conditions set forth herein. Such license shall expire in accordance with the terms set forth in your cloud partner agreement or as otherwise set forth in the LiveRamp Terms of Service.

2.2   Data Onboarding Services. LiveRamp will ingest a Company Data file provided by You containing certain input identifiers and otherwise and conforming to the following file requirements: https://docs.liveramp.com/connect/en/formatting-file-data.html. LiveRamp will then process the file by translating input identifiers into RampID, and distribute resulting processing file containing identifiers (no attributes) only to third party destinations within the LiveRamp network via RampID or other integrations with those destinations.

3.   PERMITTED USES; RESTRICTIONS

3.1   Permitted Uses. You may **only** use the Services for the sole purpose of facilitating activation at third-party destinations within the LiveRamp network.

3.2   Restrictions.
        (a)   *No Resale.* You may not sublicense, resell, or share RampIDs or any derivatives with any third party, including, but not limited to, syncing RampIDs with third party IDs, tracking activity occurring on third party platforms, or exporting files containing RampIDs for use by a third party.

        (b)   *Anonymous Environment and No Re-Identification.* You may under no circumstances use RampIDs to re-identify online behavior to PII (and must implement controls, including access restrictions, to minimize risk of employees or contractors or any third party accessing the Services through You to accidentally, negligently or intentionally merge PII with online behavior by using RampIDs.

4.   ADDITIONAL TERMS
4.1   End User. You shall use the Services solely for Your own marketing purposes and shall not use these LiveRamp Services to provide a competing service or product to any third party, or on behalf of any third party.

4.2   Destination Agreement. You acknowledge that the use, data protection, and handling of a file distributed to a third party destination through the Services is subject to a separate agreement between You and the destination and LiveRamp disclaims all warranties relating to the same provided that when you distribute audiences to Facebook, the following additional terms apply:

> You warrant that: (i) all Your data is provided in compliance with applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer), proper notice and consent for the collection and use of such data and any applicable privacy policies; (ii) You have procured all rights and licenses, and has all power and authority, necessary to provide such data to LiveRamp; and (iii) You will not utilize the Services or any output or reports therefrom to advertise, sell, or exchange any illegal or illicit products or services, including pornography, illegal drugs, or illegal weapons.

You acknowledges and agrees that: (i) You media buys and resulting campaigns with Facebook are subject to separate terms and conditions between You and Facebook, including, without limitation, Facebook's Advertising Guidelines as currently accessible at https://www.facebook.com/policies/ads/; and (ii) Facebook is an intended third party beneficiary with with the right to enforce its terms directly against You

4.3 **Audit.** LiveRamp shall have the right, upon at least ten (10) business days' notice and at its own expense, to audit Your compliance with the terms of use governing the Services.

4.4 **Opt-Outs.** Upon receipt of any opt-out flag from LiveRamp related to a data subject, You agree to disassociate any behavior in any individual-level profile You maintain that was created or maintained using the Services and/or RampIDs.

4.5 RampIDs are LiveRamp Intellectual Property and licensed for use only in the United States. You must destroy any files containing RampIDs produced through the Services upon expiration or termination of the term.