

The Trade Desk Purchasing Terms and Conditions

The Trade Desk Purchasing Terms and Conditions (“**Terms and Conditions**”) govern the rights, obligations and remedies of the Trade Desk entity (“**TD**”) and the supplier entity (“**Supplier**”) identified in the purchase order issued by TD that refers to or incorporates these Terms and Conditions (“**Purchase Order**”) regarding Products and Services provided under the Purchase Order, unless TD and Supplier have executed a separate written agreement that expressly governs the Products or Services specified in the Purchase Order (“**Separate Agreement**”).

If TD and Supplier have executed a Separate Agreement, the Separate Agreement will govern the provision of Goods and Services under the Purchase Order, and these Terms and Conditions will not apply. Otherwise, Supplier’s acknowledgement of the Purchase Order, commencement of Services under the Purchase Order, or delivery of Products under the Purchase Order constitutes agreement to these Terms and Conditions, and these Terms and Conditions, together with the Purchase Order, form the “**Agreement**” between TD and Supplier for the Products and Services. TD and Supplier, intending to be legally bound, hereby agree as follows:

1. Definitions. For purposes of these Terms and Conditions, the following definitions apply:

1.1. “Background IP” means all Intellectual Property owned or licensed by a party (i) before starting the Services, or (ii) independent of the Agreement.

1.2. “Cloud Services” means software as a service, cloud, or other hosted software services specified or provided under the Purchase Order, including all of Supplier’s software, application programming interfaces, documentation, and other systems necessary for access to and use of those services.

1.3. “Deliverable” means custom work product or software, including custom content, information, reports, documents, or other materials provided or made accessible by Supplier to TD for download or export from the Cloud Services, that results from the Services.

1.4. “Developed IP” means any Intellectual Property created or discovered by Supplier or TD in connection with this Agreement or using TD Materials or TD Confidential Information.

1.5. “Goods” means non-customized products, materials, or software provided by Supplier to TD under the Purchase Order.

1.6. “Inspection Period” means the 30 day period following TD’s receipt of the applicable Services or Deliverables, unless otherwise stated in the Purchase Order.

1.7. “Intellectual Property” means anything protectable by any Intellectual Property Right.

1.8. “Intellectual Property Rights” means current and future rights in any registered or unregistered copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, right of privacy or publicity, moral rights, and any other intellectual property rights that may exist anywhere in the world.

1.9. “Open Source Software” means any software or derivative thereof that is subject to any license meeting the open source definition promulgated by the Open Source Initiative, the free software definition promulgated by the Free Software Foundation, or any substantially similar license.

1.10. “Product” means Goods and Deliverables.

1.11. “Services” means services provided by Supplier to TD under the Purchase Order, including Cloud Services.

1.12. “Specifications” means (in order of precedence) specifications (i) identified in the Purchase Order, (ii) provided by Supplier to TD, or (iii) readily made available by Supplier to its customers.

1.13. “Subcontractor” means any person or entity that is not an employee of Supplier that Supplier directly or indirectly contracts to perform any of the Services on behalf of Supplier.

1.14. “Supplier Personnel” means Supplier’s employees and Subcontractors performing Services on behalf of Supplier.

1.15. “TD Material” means TD Property and any other information, materials, software, equipment, tooling, content, or data (including Personal Data, defined below) provided to Supplier by or on behalf of TD in connection with the Agreement, and derivatives thereof.

1.16. “TD Property” means (i) TD’s Background IP, and (iii) Developed IP.

1.17. “Term” means the term of the Agreement, which begins on the earlier of Supplier’s acknowledgement of the Purchase Order, commencement of Services under the Purchase Order, or delivery of Products under the Purchase Order, and ends on TD’s acceptance or final rejection of all Products and Services under the Purchase Order, unless earlier terminated in accordance with this Agreement.

2. Scope of Agreement. Supplier will provide Products and Services as stated in the Purchase Order. Supplier shall not provide Products or Services to TD until TD has issued a valid Purchase Order for those Products and Services. Unless otherwise agreed in a Purchase Order, Supplier will provide the equipment, tools, and other items required to provide the Products and perform the Services

at its own expense. Supplier is providing the Services to TD on a non-exclusive basis, and Supplier may provide the same or similar services to other customers during the Term, provided Supplier does not and will not have any conflicts of interest.

3. Performance.

3.1. Packing, Shipping and Delivery. Supplier shall (i) provide Products at the prices, delivery dates, and delivery locations stated in the Purchase Order, (ii) package Products in accordance with the instructions in the Purchase Order, if any, and otherwise in a manner consistent with good commercial practice that ensures safe arrival, and (iii) mark all shipping containers with the Purchase Order number, date of shipment, the names of TD and Supplier, and any necessary lifting, handling, and shipping information, including an itemized invoice and packing list, and other documentation required for domestic or international transit, regulatory clearance, or identification of the Products. Unless otherwise stated in the Purchase Order, all shipping and delivery costs are included in the fees stated in the Purchase Order. Supplier shall not make any partial deliveries or deliveries of additional items without TD’s prior written consent in each instance. TD may return to Supplier, at Supplier’s expense, any quantities of Products that exceed the quantity specified in the Purchase Order or additional items that are not included in the Purchase Order. Unless otherwise stated in the Purchase Order, risk of loss, damage, or destruction will transfer from Supplier to TD upon acceptance of Products by TD. If the Purchase Order requires that TD make its facilities or equipment available to Supplier for Supplier to perform its obligations under the Purchase Order, Supplier shall ensure no damage or injury results to such facilities or equipment, or to any individual, as a result of such access.

3.2. Delays. Supplier shall promptly notify TD of any likely delays in performance of the Services or delivery of the Products. TD may terminate the Purchase Order, in whole or in part, without liability, if Supplier fails to perform the Services or deliver the Products on-time and in accordance with the Agreement.

3.3. Changes. TD may make reasonable changes to the delivery schedule, delivery destination, designs, specifications, and quantities for Products before delivery by issuing a revised Purchase Order, and TD shall pay only the reasonable costs associated with such changes. Supplier shall notify TD within two business days of TD issuing the revised Purchase Order if TD’s revisions change the cost of the Products or if Supplier cannot meet the requirements of the revised Purchase Order, and TD shall have the right to terminate the Purchase Order for convenience if the price increases or Supplier cannot meet the revised requirements.

3.4. Acceptance. TD may inspect the Products and Deliverables during the Inspection Period. Unless otherwise stated in the Purchase Order, Products or Services that conform to the Purchase Order, comply with the Agreement, and are not rejected within the Inspection Period will be deemed accepted. Payment does not constitute acceptance, and acceptance does not exonerate Supplier from any of its representations, warranties, indemnities, or obligations under the Agreement. During the Inspection Period, TD may reject Services and Deliverables that do not conform to the Purchase Order or otherwise comply with the Agreement. If requested by TD during the Inspection Period, Supplier shall correct and re-deliver any rejected Services and Deliverables at no cost to TD, under agreed deadlines, and subject to further Inspection Period(s). Otherwise, TD will have no obligation to pay for the rejected Services and Deliverables, and Supplier shall refund any amounts paid for the defective or non-conforming Services or Deliverables.

3.5. Software and Cloud Services.

3.5.a. Software Services. Software provided by Supplier and Cloud Services (collectively, “**Software Services**”) shall have the Specifications and functionality stated in the Agreement and the corresponding documentation. Unless otherwise stated in the Purchase Order, Supplier shall provide TD with technical support to assist with TD’s implementation or use of the Software Services at no

additional charge. If Supplier includes any customized software in the Services or Deliverables, Supplier shall develop all such software in compliance with TD-provided guidelines or as otherwise agreed upon by the parties. Supplier shall update the Software Services and make available to TD all patches, bug-fixes, enhancements, updates, upgrades, and new versions of the Software Services that Supplier makes generally commercially available, which be part of the Software Services. Supplier shall provide the Cloud Services in accordance with any uptime requirements, incident response times, maximum or average times to repair, reporting, or any other service levels stated in the Specifications, or if not are specified, in accordance with industry best practices.

3.5.b. License. With respect to Goods that contain software, Supplier hereby grants to TD and its affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, unlimited, enterprise-wide (except as otherwise stated in the Purchase Order), perpetual (except where a specific term is identified on the Purchase Order) license to use, import, reproduce, display, perform, distribute, modify, prepare derivative works of, disclose (as necessary), and otherwise exploit the software and documentation, and to have others exercise such rights on TD's behalf. With respect to Cloud Services, Supplier hereby grants to TD and its affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, unlimited, enterprise-wide (except as otherwise stated in the Purchase Order) license, during the term stated in the Purchase Order, to access and use the Software Services, with the right to grant sublicenses to any third party for such third party to provide services for TD. If Cloud Services are offered on a per-user basis, Cloud Services may be reassigned to new users replacing former users who no longer require access or use of the Cloud Services, at no extra cost to TD.

3.5.c. Restrictions. TD shall not knowingly (i) decompile, reverse engineer, disassemble, or otherwise attempt to derive source code for the Software Services, except as permitted by law, or (ii) remove any proprietary marks or confidentiality notices contained in the Software Services.

3.5.d. TD Data. All data entered, stored, transmitted, or processed by TD using the Cloud Services and all data generated or derived from such data is TD's Confidential Information. The Cloud Services shall not contain any software designed to damage, prevent TD's access to, or erase any of TD's data stored in the Cloud Services. Upon request by TD, including upon termination of the Cloud Services, Supplier will, at no charge to TD, provide to TD, or enable TD itself to extract, all of TD's data contained in the Cloud Services in the form and format and with the technological means reasonably requested by TD.

4. Supplier Personnel.

4.1. Supplier Personnel; Subcontractors. Supplier shall determine the methods and means of performing the Services. Supplier is solely responsible for managing Supplier Personnel (including hiring, firing, training, work assignments, policies and practices, and ensuring compliance with all applicable laws and regulations), payment of compensation or other amounts owing to Supplier Personnel, and all taxes, withholdings, and other similar statutory obligations. Without limiting the foregoing, Supplier is solely responsible for providing on behalf of itself and Supplier Personnel (a) workers' compensation insurance, unemployment insurance, and state disability insurance as required by law, (b) benefits, including health care (ACA compliant in the United States), vision, dental, short or long term disability, retirement plans, and fringe benefits. If TD is not satisfied with any Supplier Personnel, Supplier shall immediately remove and replace that Supplier Personnel upon TD's reasonable request. Supplier may use Subcontractors to provide Services only if TD has approved the use of the Subcontractor in writing (each, an "**Approved Subcontractor**"). Supplier will be responsible for the acts and omissions of Supplier Personnel. Supplier shall (i) require Supplier Personnel to observe the security, confidentiality, and safety policies of TD, (ii) ensure Supplier Personnel meet the licensing, security, labor, and site requirements for the locale where the Services are being performed, (iii) only use Supplier Personnel that are W-2 employees (or local equivalent) of Supplier or Approved Subcontractors to perform Services, (iv) if Supplier Personnel are located in the United States, use E-Verify to screen each Supplier Personnel before that Supplier Personnel performing services for Trade Desk, and (v) comply with all applicable employment, labor, and occupational health and safety laws and regulations, including those related to employment practices, wages, taxes, and worker classification (such as meal and rest break laws, wage notices, separation pay, and overtime laws).

4.2. Background Checks. Supplier shall complete an appropriate background investigation in accordance with law before each Supplier Personnel performs any Services. Background investigations shall include the following, to the extent permitted by law: (i) identity confirmation, (ii) confirmation of prior work history, (iii) criminal background history, (iv) global sanctions check (or its equivalent), and (v) verification of the legal right to work in the applicable jurisdiction. At TD's

request, to the extent permitted by law, Supplier shall run an additional enhanced background check that includes a credit check and online activity review. At TD's request, Supplier shall provide TD verification that it conducted background checks.

4.3. Modern Slavery. Supplier shall comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules, and Supplier shall take reasonable steps to ensure that no slavery, servitude, forced or compulsory labor, or human trafficking occurs in its provision of Services or supply chain.

5. Financial Terms.

5.1. Invoicing. Prices for Products and Services are stated in the Purchase Order. Unless otherwise stated in the Purchase Order, Supplier shall invoice TD monthly in arrears for Services that have been provided and Products that have been delivered in accordance with the Agreement, but by no later than 30 days after TD's acceptance of the applicable Products or Services. Supplier must submit invoices electronically through TD's Coupa Supplier Portal or as a PDF via email to AP@thetradedesk.com if TD is The Trade Desk, Inc. or AP.UK@thetradedesk.com if TD is any other TD entity. Invoices must include, at a minimum, the following: (i) invoice number and invoice date, (ii) accurate purchase order number, (iii) TD's complete and accurate bill-to address, (iv) Supplier's complete and accurate legal name, address, tax registration number(s), and any other tax documentation requested by TD, (v) name and email address for Supplier's point of contact at TD, (vi) description of the items, part numbers, quantities, and unit prices for Products, (vii) description of Services, dates the Services were performed, and corresponding fees, (viii) itemized pre-approved expenses and supporting documentation, (ix) itemized Transaction Taxes, and (x) total invoice amount. Each invoice must reference only one Purchase Order.

5.2. Payment. Unless otherwise stated in the Purchase Order, TD will pay undisputed amounts for accepted Products and Services by no later than 60 days after it receives the valid invoice for those Products or Services. Unless otherwise stated in the Purchase Order, Supplier will be responsible for any expenses incurred by Supplier in performing the Services and delivering the Products, and Supplier not be entitled to reimbursement for travel or other expenses incurred in its performance under the Agreement. If the Purchase Order states that TD will reimburse Supplier for travel and related expenses, Supplier must obtain TD's prior written approval before incurring the expenses, and Supplier shall comply with any travel and expense guidelines provided by TD and provide TD with appropriate documentation to support the expenses. TD is not required to pay any invoice submitted 6 months or more after it has accepted the related Products or Services, unless required by applicable law.

5.3. Taxes. Fees and other amounts due under this Agreement are exclusive of sales, use, service, value-added, and other similar taxes ("**Transaction Taxes**"). Supplier may charge Transaction Taxes if they are separately stated on the original invoice for the Products and Services, and if they are not covered by a valid exemption certificate or equivalent document provided by TD. TD may withhold any present or future tax, assessment, or other governmental charge required by law. Each party will timely provide the other party with customary tax documentation reasonably requested by the other party.

6. Intellectual Property.

6.1. Developed IP. TD owns all Developed IP, including all Intellectual Property Rights therein. Supplier agrees to assign and hereby assigns to TD all its respective rights, including Intellectual Property Rights, in and to Developed IP. Supplier shall procure the assignment to TD of all rights in Developed IP not owned by Supplier. If applicable law prevents future assignments, Supplier will assign (or will procure the assignment of) such rights as they are created. If applicable law prevents Supplier from transferring ownership of any Developed IP to TD, Supplier hereby grants TD and its affiliates a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferrable, worldwide license (with the right to sublicense) to sell, offer for sale, import, export any component of, reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use or dispose of Developed IP. Supplier will not assert, and to the extent permitted by law, hereby waives any moral rights in Deliverables and Developed IP, and Supplier will ensure that any third parties who have moral rights in the Deliverables and Developed IP will also not assert, and to the extent permitted by law, will waive, those moral rights.

6.2. Supplier's Background IP. Title to the Deliverables will transfer to TD upon delivery. If Supplier's Background IP is incorporated in, or is necessary to use, any Deliverable or Developed IP, Supplier will provide a written description of Supplier's Background IP to TD before delivering the related Deliverables or Developed IP, and Supplier hereby grants TD and its affiliates a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the

right to sublicense) to sell, offer for sale, import, export any component of, reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use or dispose of Supplier's Background IP in connection with the Deliverables and Developed IP. If Supplier's Background IP is incorporated into or is necessary to use any Goods, Supplier hereby grants TD and its affiliates a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) to modify, sell, offer for sale, import, and otherwise use and dispose of the Supplier's Background IP in connection with the Goods.

6.3. Likeness and Performance Rights. If the Services or Deliverables include providing entertainment, speaking, or participating as a host, lecturer, performer or guest in a meeting or conference, Supplier grants TD and its affiliates, a license to use Supplier's likeness and performance in TD's internal and external business operations and to record, broadcast, web cast, or otherwise disseminate Supplier's performance and likeness, in whole or in part, live or recorded, with or without audio or video, or with different audio or video, throughout the world on all media, channels and manner of distribution now or hereafter known, subject to any restrictions explicitly stated in the Purchase Order.

6.4. Third Party Materials. Supplier shall prominently declare in the Purchase Order (i) any Open Source Software incorporated into or that is required for use of any Products, (ii) any third party's Intellectual Property that is incorporated into any Deliverables, and (iii) any third party's Intellectual Property that is required for use of any Services or Deliverables (each a "Dependency"). Supplier shall provide TD with all documentation, license terms and copyright notices necessary for TD to determine its rights to use and reproduce each Dependency. TD hereby rejects any Products or Services containing any Dependency that is not declared in a Purchase Order or that is incompatible with the assignments or licenses granted in this Agreement.

6.5. TD Materials. If TD permits Suppliers to use any TD Materials to provide the Services or Deliverables, then TD hereby grants Supplier a limited, non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license (with the right to sublicense to its Approved Subcontractors) to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use TD Materials solely to perform the Services and provide Deliverables. Supplier shall comply with any brand guidelines and instructions provided by TD.

6.6. Assistance. If requested by TD, Supplier will timely perform all acts reasonably necessary to accomplish the licenses and assignments in the Agreement.

6.7. Limitations. Except for the license rights expressly granted under this section 6, neither party will own or acquire any right to the other party's Intellectual Property under the Agreement. Neither Supplier nor any Supplier Personnel will have any lien, claim or encumbrance upon any TD Materials or TD Property, and Supplier hereby waives, and will cause each of its Supplier Personnel to waive, any lien, claim or encumbrance upon any TD Materials and TD Property.

7. Confidentiality, Data Protection and Security.

7.1. Confidentiality. "Confidential Information" means the following information disclosed by one party or its affiliates ("Discloser") to the other party or its affiliates ("Recipient") under this Agreement: (i) any information stored in tangible form that is marked "confidential" or "proprietary"; (ii) any information Discloser orally designates as "confidential" when disclosed; and (iii) any other information Recipient should reasonably consider by its nature or content to be confidential or proprietary, whether marked "confidential" or "proprietary," including the terms of the Purchase Order, business and marketing plans, technology and technical information, product plans and designs, applicant and employee information, customer and vendor lists, and business plans and processes. Without limiting the foregoing definition, each party's Background IP is its Confidential Information, and Confidential Information of TD further includes TD Material, Deliverables, Personal Data (as defined in section 7.3) processed by Supplier under the Agreement, and information disclosed by an affiliate of TD that would be Confidential Information if disclosed by TD directly. Confidential Information shall not include information that (a) is or becomes generally available to the public through no act or omission by the Recipient, (b) was already in Recipient's possession without restriction before receipt from Discloser, (c) is rightfully disclosed to Recipient by a third party without restriction, or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

7.2. Obligations. Recipient shall use the Discloser's Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect the Confidential Information. Recipient shall not

disclose Discloser's Confidential Information except to its directors, officers, employees, consultants, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. Recipient shall promptly notify Discloser of any actual or suspected misuse or unauthorized disclosure of Discloser's Confidential Information. If the Recipient is compelled by law to disclose Discloser's Confidential Information, unless prohibited by law, Recipient shall (i) provide reasonable written notice to Discloser before disclosure, (ii) reasonably cooperate with Discloser (at Discloser's cost) in seeking a protective order, and (iii) disclose only that portion legally required. Either party may disclose the terms of this Agreement to a third party that is under an obligation of confidentiality at least as restrictive as that set forth herein in connection with customary financial reporting, a proposed sale, merger, acquisition, change in control, consolidation, or other similar transaction. Nothing in this Agreement prohibits any person, including Supplier, from disclosing or discussing conduct they reasonably believe to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy, or the existence of a settlement involving any such event or conduct.

7.3. Data Protection. If Supplier accesses information relating to identified or identifiable individuals ("Personal Data") in connection with the Products or Services, Supplier, Supplier shall inform TD in writing before accessing any Personal Data under the Agreement, and Supplier will execute a supplemental Data Processing Addendum ("DPA") that includes privacy and security terms provided by TD before any such access. Supplier shall process Personal Data in accordance with the DPA and in compliance with applicable law. Supplier will not: (i) process the Personal Data for any purpose other than for the specific purpose of performing the Services for TD; (ii) process the Personal Data for a commercial purpose other than as necessary to provide the Services to TD; (iii) "sell" or "share" (each as defined by applicable privacy and data protection law) any Personal Data; (iv) process the Personal Data outside of the direct business relationship between Supplier and TD; or (e) combine the Personal Data with any other personal data or information it collects (directly or via any third party).

7.4. Security. Supplier will implement and maintain appropriate measures to comply with its confidentiality obligations under the Agreement, including a comprehensive written information security program that contains administrative, technical, and organizational safeguards appropriate to the risks posed and that: (a) ensures the security, integrity, availability, resilience and confidentiality of TD's Confidential Information; (b) meets or exceeds prevailing industry standards and requirements under applicable law; and (c) fully takes into account the nature of the data and risks involved (including sensitive data). Supplier will regularly test, assess, and evaluate the effectiveness of the information security program, and if Supplier processes Personal Data under the Agreement, will provide TD with the results upon written request. Supplier will take appropriate steps to protect against identified risks. Supplier will comply with its information security program, and if Supplier processes Personal Data under the Agreement, Supplier will deliver to TD separate certifications of such compliance upon TD's reasonable request. Supplier's security measures will include, at a minimum, the following: (a) adequate physical security for the premises where TD'S Confidential Information will be processed; (b) reasonable precautions in employing, providing access to, and training Supplier Personnel; (c) appropriate access and data integrity controls; (d) authentication credentials that have an expiration period that allows time for the transfer of data, but are not continuously left open; (e) password complexity standards to protect TD'S Confidential Information from malicious access; (f) a process to log individual access to TD'S Confidential Information; (g) encryption and pseudonymization of TD'S Confidential Information, where appropriate; and (h) testing and auditing of all controls. If Supplier or Supplier Personnel connect to TD's network or otherwise accesses TD's computer systems, software, databases, hardware or equipment (collectively, "Systems"), Supplier will (i) restrict access to the Systems to authorized Supplier Personnel, (ii) only access the Systems as necessary to fulfill Supplier's obligations under the Purchase Order, (iii) obtain access to the Systems through a secure connection, and (iv) if accessing the Systems remotely, in accordance with TD's remote access policies for third-party connections.

7.5. Publicity. Neither party may make any public statement regarding the Agreement, or use the other party's name, logos or trademarks, without the other party's prior written approval in each instance. If TD consents to any use of its name, logos or trademarks, Supplier shall adhere to TD's brand guidelines and any other directions provided by TD.

8. Representations and Warranties.

8.1. General Representations and Warranties. Supplier represents and warrants that: (i) Supplier has and will maintain all licenses required to perform

the Services and provide the Products throughout the Term, (ii) Supplier has the right to grant the rights and licenses granted in this Agreement; (iii) Supplier's performance under this Agreement will not cause Supplier to breach any other agreements; (iv) all Specifications and other documentation provided by Supplier are complete and accurate; (v) Supplier's performance of all obligations under the Purchase Order (a) will be conducted with due care, skill and diligence, in a professional and competent manner, and in accordance with high industry standards and practices, and (b) will conform with the requirements in the Purchase Order and Specifications, and if no directly relevant Specifications apply, to high industry standards; (vi) Supplier will comply with all applicable laws and regulations in connection with its performance under the Agreement, including all applicable employment, labor, and human rights, data privacy, health and safety, tax, customs, import and export controls, trade sanctions regulations, campaign finance and anti-bribery laws, and environmental laws and regulations, (vii) Supplier will enter into binding contracts with all Supplier Personnel involved in the development of Developed IP to enable Developed IP to be assigned to TD, (viii) Supplier will comply, and will cause Supplier Personnel to comply, with all access, safety, security and information systems policies and requirements provided by TD, including TD's policies regarding work-related conduct and facilities access, and (ix) with respect to Software Services, no component of the Software Services will include any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, and Supplier will not transmit to TD, or cause any TD system to be exposed to, any of the foregoing.

8.2. Product Representations and Warranties. Supplier represents and warrants that: (i) before delivery, Supplier has full and warrantable title to the Products, and Products will be delivered free and clear of liens and encumbrances; (ii) the Products do not, and TD's use of the Products will not, infringe or misappropriate any rights, including Intellectual Property Rights, of any third party, and no additional fees or royalties shall be due from TD for use of the Products; (iii) the Products will be (a) new, unused, and not refurbished when delivered, unless otherwise stated in the Purchase Order, (b) safe and fit for any normal or foreseeable uses, including for any purpose made known to the Supplier, (c) of satisfactory quality, and (d) free of hidden features and security defects; (iv) for 12 months from the date of delivery, the Products will be free from defects in design, materials, and workmanship, and will conform to all documentation provided by Supplier and Specifications; and (v) Supplier's Dependency declarations are complete and accurate.

8.3. Remedies. For Products and Services that fail to comply with the warranties set forth in section 8.1 or section 8.2, in addition to any other remedy available at law or equity, at TD's option, Supplier shall promptly (i) correct or replace the Products or Services as soon as practicable (or the time period agreed in writing), or (ii) refund any amounts paid for the defective or non-conforming Products or Services (plus any inspection, test, and transportation charges) within 60 days following TD's demand for such refund.

9. Indemnification.

9.1. Indemnification. Supplier shall indemnify TD and TD's affiliates, and each of their officers, directors, employees, and agents (collectively, "TD Indemnitees") against all amounts awarded in, paid in settlement of, or incurred in the defense of (including reasonable out-of-pocket expenses) any judicial, administrative, or arbitration action, suit, claim, investigation or proceeding brought by a third party against any TD Indemnitees that arises out of any of the following (each, a "Nonparty Claim"): (i) breach of this Agreement; (ii) Supplier's or Supplier Personnel's negligence, willful misconduct, or fraud, (iii) any allegation that the Products or Services, or TD's use thereof, infringe or misappropriate any third party's rights, including Intellectual Property Rights; (iv) any allegation by Supplier Personnel of entitlement to healthcare, 401k, or any other employee benefits from TD, or any other allegation that any Supplier Personnel is an employee of TD; (v) any allegation that Supplier failed to satisfy any tax, withholding, or other similar regulatory or statutory obligations, or arising out of Supplier's employment or engagement of Supplier Personnel to provide the Services; or (vi) any property damage, personal injury, or death related to performance of the Services. Supplier's indemnification obligations will not apply to the extent the Nonparty Claim arises out of (a) modifications to the Products or Services that were not authorized or made by Supplier or Supplier Personnel, or (b) Supplier's compliance with designs or instructions provided by TD in writing.

9.2. Indemnification Procedure. To be indemnified, the TD Indemnitee must promptly notify Supplier of the Nonparty Claim; provided failure to do so will only relieve Supplier of its indemnification obligations to the extent Supplier was prejudiced by that failure. A TD Indemnitee may defend a Nonparty Claim with counsel of its own choosing if Supplier fails to notify TD that it will defend the

Nonparty Claim within 10 days of receipt of notice of the Nonparty Claim from a TD Indemnitee; provided that for any governmental or regulatory investigation or claim into a TD Indemnitee, the TD Indemnitee may choose to have sole control of the defense and settlement of the claim. If Supplier assumes the defense, a TD Indemnitee may participate in the defense at its own expense. Supplier may contest, pay, or settle a Nonparty Claim without TD Indemnitee's consent only if that settlement (1) does not require any TD Indemnitee to admit or stipulate to any fault, liability, wrongdoing, or that it violated any law, (2) does not impact any other claim against the TD Indemnitee, (3) provides monetary damages paid by Supplier as the claimant's sole relief, (4) does not restrict or limit the TD Indemnitee's business or operations, and (5) requires that the claimant release the TD Indemnitee from all liability alleged in the Nonparty Claim.

9.3. Injunction. If an injunction preventing continued use of any Products or Services is threatened or granted, Supplier will promptly do the following at its sole expense: (i) procure the right to continue providing, or for TD to continue using, the Products or Services, (ii) modify the Products or Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Products or Services with a non-infringing, functionally-equivalent alternative. If Supplier cannot perform or has not performed any of the above, TD may terminate the Purchase Order in whole or in part, and Supplier will refund TD fees paid for the affected Products or Services, pro-rated to the date of termination.

10. Limitation of Liability.

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING OUT OF BREACH OF SECTION 7 (CONFIDENTIALITY) OR SECTION 9 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR THE OTHER PARTY'S LOST REVENUES OR PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. EXCEPT FOR LIABILITY ARISING OUT OF FRAUD OR FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, LIABILITY ARISING UNDER SECTION 9 (INDEMNIFICATION), SUPPLIER'S BREACH OF SECTION 6 (INTELLECTUAL PROPERTY), OR SECTION 7 (CONFIDENTIALITY), OR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF USD \$1,000,000 OR TWO TIMES THE TOTAL AMOUNTS PAID AND PAYABLE TO SUPPLIER BY UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE SUBJECT CLAIM.

11. Termination.

11.1. Termination. Either party may terminate the Agreement for cause upon written notice to the other party if (i) the other party breaches section 7 (Confidentiality) or section 8 (Representations and Warranties) of the Terms and Conditions, (ii) the other party is in breach of any other term of the Agreement and fails to cure that breach within 10 days of receiving written notice of the breach, (iii) performance under the Purchase Order is prohibited by law or court order, (iv) a third party claim is asserted against the party arising out of the Purchase Order, or (v) if the other party becomes the subject of a proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, or otherwise goes out of business or ceases its operations. TD may terminate the Agreement, or any portion of a Purchase Order, as stated in the Agreement or for convenience upon written notice to Supplier.

11.2. Effect of Termination. Unless otherwise stated in the termination notice, termination is effective immediately. Upon termination, Supplier shall (i) stop all work immediately, (ii) deliver all TD Materials to TD (including works in progress), and (iii) at TD's request, return to TD or destroy all TD Confidential Information in Supplier's control. Termination of this Agreement terminates all licenses that TD granted under the Agreement. TD will pay Supplier for Products and Services accepted before termination. Supplier shall promptly refund TD for any amounts paid in advance for Products not delivered and Services not performed before termination; provided, if TD terminates for convenience, Supplier may retain prepaid amounts, or invoice TD for amounts not yet paid, for Services and Deliverables not yet completed at a pro-rated price based on the percentage of work completed before the termination date. The following terms of this Agreement will survive termination of this Agreement: Sections 5 – 10, 11.2, 12, 13, 14 and 15.

12. Compliance with Laws.

12.1. Trade and Anti-Bribery Laws. Supplier shall comply with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including (i) data protection and privacy laws, (ii) employment, tax, immigration, benefits, and workers compensation laws, (iii) import and export control laws

and trade sanction regulations, and (iv) anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws in the country where business or Services take place, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Supplier shall not do, or fail to do, any act that would cause TD to breach any anti-bribery or anti-corruption laws and regulations. Supplier shall not accept, and shall promptly report to TD, any request for any undue financial or other advantage received by Supplier in connection with the Agreement. Supplier shall inform TD in writing of any material that is controlled under applicable export control laws, and the extent of the restrictions, before delivery to TD.

12.2. Federal Contractor. TD is an equal opportunity employer and federal contractor or subcontractor in the United States. Consequently, as applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) which are incorporated into this Agreement by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. As applicable, the parties will also abide by the requirements of 41 CFR 61-300.10 regarding veteran's employment reports, and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

13. Records and Audit. Supplier shall maintain all records, contracts, and accounts related to the Products and Services during the Term and for three years thereafter ("Audit Period"). During the Audit Period, TD or an independent certified public accountant reasonably acceptable to Supplier may, at any time, audit Supplier's applicable records and inspect Supplier's applicable facilities to verify that Supplier has complied with its obligations under the Agreement. Supplier shall promptly provide to TD or the auditor any information and documentation TD or the auditor reasonably requests in connection with such audit or inspection in the format reasonably requested. Audits will be conducted during normal business hours, and TD will take reasonable precautions to minimize disruption to Supplier's normal business. If a government authority audits any portion of Supplier's business related to the Products or Services, to the extent permitted by applicable law, Supplier will promptly notify TD and provide TD with reasonable information about the audit.

14. Insurance. Throughout the Term, Supplier shall maintain health, auto, workers' compensation, unemployment compensation, disability, general liability, errors and omissions, and other insurances, as required by applicable law or common practice in Supplier's industry, whichever affords greater coverage, as well as adequate coverage (on a replacement cost basis) for any TD Materials under the care, custody, or control of Supplier. Upon TD's request, Supplier shall provide TD certificates of insurance or evidence of coverage, and shall grant any TD Indemnitees status as additional insured.

15. General.

15.1. Entire Agreement. This Agreement is the entire understanding of the parties regarding its subject matter and supersedes all prior agreements between the parties regarding its subject matter. No remedy provided under the Agreement is intended to be exclusive of other remedies available at law or equity. This Agreement may only be amended, modified, or supplemented by a written agreement signed by both parties; provided that a Purchase Order may also be amended by TD issuing a revised Purchase Order, subject to section 3.3. These Terms and Conditions will take precedence over conflicting terms in the Purchase Order, and the terms of the DPA, if applicable, will take precedence over conflicting terms in any other part of the Agreement. TD rejects any terms contained in any proposal, quotation, acknowledgment, invoice, online terms that TD accepts to login or access Products or Services, or other communication or documents provided by Supplier, and all such terms are void.

15.2. Interpretation. The words "include," "includes" and "including" shall not limit the generality of the relevant statement, and shall be deemed to be followed by the words "without limitation."

15.3. Governing Law. This Agreement and all adversarial proceedings brought by one party against the other party arising out of this Agreement will be governed by the governing law indicated in the chart below, without regard to

conflicts of law provisions, and any such adversarial proceedings will exclusively be brought in the courts in the location indicated in the chart below.

LOCATION OF TD ENTITY IDENTIFIED IN THE PURCHASE ORDER	GOVERNING LAW:	VENUE FOR DISPUTES:
United States	California	Los Angeles, California
Asia, including Singapore, Japan, South Korea, People's Republic of China, Indonesia, Taiwan, Hong Kong, and India	Singapore	Singapore
Europe and the Middle East, including England, Germany, Spain, France, Italy, Sweden, and Dubai	England and Wales	London, England
Canada	Provincial	Toronto, Ontario
Australia	New South Wales	Sydney, Australia
Any other location not named	England and Wales	London, England

15.4. Bankruptcy. In the event of any proceeding by or against either party under any law relating to bankruptcy, insolvency, or reorganization or relief of the debtors, the other party may retain and exercise all of its rights and elections under the U.S. Bankruptcy Code (including, to the extent applicable, the provisions of Section 365(n) of 11 U.S.C. § 101 (et seq.), and all rights, licenses, and covenants granted hereunder will continue without termination, rejection, or avoidance by virtue of such proceeding.

15.5. Waiver and Severability. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions. If any provision of this Agreement is held to be illegal or unenforceable, that provision will be limited or excluded from this Agreement to the minimum extent required, and the balance of the Agreement will be interpreted as if the provision was so limited or excluded and will be enforceable in accordance with its terms.

15.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither Supplier nor Supplier Personnel are eligible for unemployment benefits or workers' compensation coverage from TD because Supplier and Supplier Personnel are not employees of TD. Neither party has the authority to act on behalf of, bind, incur any liability, or make any representation on behalf of the other party. There are no third-party beneficiaries under this Agreement.

15.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by public health emergencies, acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, third party strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government order responding to any of the foregoing, or other causes beyond the performing Party's reasonable control ("Force Majeure Event"), provided the non-performing party (i) promptly provides notice to the other party of the Force Majeure Event describing the impact on performance and the plan to avoid, remove, or mitigate the causes of non-performance, (ii) uses reasonable efforts to avoid, remove, or mitigate the causes and impacts of nonperformance, and (iii) resumes performance as quickly as possible. Force Majeure Events do not include financial distress, the inability to make a profit, or changes in market prices or conditions.

15.8. Assignment. Supplier may not assign, transfer, or delegate any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the prior written consent of TD. Without limiting the foregoing, if Supplier experiences a change of control or otherwise sells all or substantially all its assets, Supplier shall give TD written notice of the event within 30 days, and TD shall have the right to terminate the Agreement with written notice to Supplier. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

15.9. Notice. For notice under this Agreement to be valid, it must be in writing, in English, and delivered by email to the other party's email address stated below. Notice will be deemed received when sent, unless the sender receives a machine-generated message that delivery has failed, in which case the sender must deliver a tangible copy of the notice with end-to-end tracking and fees prepaid to the mailing address stated in the Purchase Order. Notice to TD must be sent to Legal@thetradedesk.com. Notice to Supplier will be sent to the email address stated in the Purchase Order, or to Supplier's CEO, CFO, or President.