

ID5 SNOWFLAKE MARKETPLACE LISTING TERMS

Version 1.0 | Effective: August 26, 2026

These ID5 Snowflake Marketplace Listing Terms (“**Listing Terms**”) are entered into between ID5 Technology Limited, a company incorporated in England and Wales (Company No. 10735438), with its registered office at 8 Devonshire Square, 6th Floor, London, EC2M 4YJ, UK (“**ID5**”), and the legal entity that accepts these Listing Terms as described in Section 1.2 (“**Consumer**”). ID5 and Consumer may be referred to herein together as the (“**Parties**”) and each as a (“**Party**”).

1. INTRODUCTION AND ACCEPTANCE

1.1 Scope. These Listing Terms govern Consumer's installation and use of each ID5 native application made available by ID5 as a listing on the Snowflake Marketplace (individually and collectively, “**Application**”), in either or both of the service configurations described in Section 2 (together, the “**Services**”). These Listing Terms, together with the ID5 Requirements, the applicable Snowflake Marketplace listing description, and, where the Activation Service is enabled, the Activation Declaration, constitute the entire agreement between the Parties with respect to the Services.

1.2 Acceptance. Consumer accepts and agrees to be bound by these Listing Terms by the earlier of: (a) CLICKING “GET”, “I AGREE”, OR ANY EQUIVALENT BUTTON PRESENTED ON THE SNOWFLAKE MARKETPLACE IN CONNECTION WITH THE APPLICABLE LISTING; OR (b) INSTALLING, ACCESSING, OR USING THE APPLICATION. BY ACCEPTING, CONSUMER (i) ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE LISTING TERMS; AND (ii) REPRESENTS AND WARRANTS THAT THE INDIVIDUAL ACCEPTING THESE LISTING TERMS HAS FULL LEGAL AUTHORITY TO BIND CONSUMER. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR IF CONSUMER DOES NOT AGREE TO THESE LISTING TERMS, CONSUMER MUST NOT INSTALL, ACCESS, OR USE THE APPLICATION.

1.3 Snowflake Not a Party. The Application is distributed via the Snowflake Marketplace operated by Snowflake Inc. and its affiliates (“**Snowflake**”). Snowflake is not a party to these Listing Terms, makes no representation or warranty with respect to the Application or the Services, and has no liability or obligation to Consumer under these Listing Terms. Consumer's use of the Snowflake platform, including the account, compute, and storage within which the Application runs, is governed exclusively by Consumer's own agreement with Snowflake. ID5 is not responsible for, and shall have no liability arising from, the availability, performance, security, or acts or omissions of the Snowflake platform or Snowflake.

1.4 Precedence of Executed ID5 Agreement. If Consumer (or its Affiliate that has accepted these Listing Terms on Consumer's behalf) and ID5 have separately executed an Identity Services Agreement or other written master agreement with ID5 that: (a) includes ID5's Signal Onboarding Module (or successor terms); (b) has in effect at least one Order Form (or equivalent ordering document) with a current, unexpired service term under which Consumer pays ID5 fees for such a service; and (c) includes a data processing addendum applicable to the relevant processing activity and jurisdiction(s) (such agreement, for so long as conditions (a) through (c) remain satisfied, an “**Executed ID5 Agreement**”), then, to the extent of any overlap or conflict, the Executed ID5 Agreement (including its data processing addenda, liability provisions, and order forms) shall govern the subject matter of that overlap in place of the corresponding provisions of these Listing Terms, and these Listing Terms shall continue to govern only those matters specific to the operation of the Application on the Snowflake platform that are not addressed in the Executed ID5 Agreement. Where no Executed ID5 Agreement exists (including where a signed agreement does not satisfy conditions (a) through (c)), these Listing Terms govern the Services in full, Section 7.2 applies to any ID5

processing, and nothing in any other agreement between the Parties shall be construed to cap, expand, or otherwise vary the Parties' rights and obligations with respect to the Services. For the avoidance of doubt, no dormant, expired, or terminated agreement qualifies as an Executed ID5 Agreement regardless of when it was signed, these Listing Terms do not amend any separately executed agreement, and no liability cap under these Listing Terms aggregates or stacks with any cap under any other agreement.

1.5 Updates to these Listing Terms. ID5 may update these Listing Terms from time to time by posting the updated version at the public URL associated with the listing and updating the version date above. Updates take effect thirty (30) days after posting, except updates required by Applicable Law or addressing security or legal risk, which take effect on posting. Consumer's continued installation or use of the Application after the effective date of an update constitutes acceptance of the updated Listing Terms. If Consumer does not agree to an update, Consumer's sole remedy is to uninstall the Application and cease use of the Services before the update takes effect. Because redlines and amendments cannot be processed on the Snowflake Marketplace, any negotiated variation of these Listing Terms must be agreed in a written instrument executed by both Parties offline, which shall then constitute an Executed ID5 Agreement for the purposes of Section 1.4.

2. THE APPLICATION AND THE SERVICES

2.1 The Application. Each Application is a Snowflake native application that runs entirely within Consumer's own Snowflake account and environment. The Application translates segments keyed to hashed email addresses ("HEMs") and other pseudonymous signals supplied by Consumer (the "Input Data") into other pseudonymous identifiers, which may include ID5 IDs, partner cookie IDs, mobile advertising identifiers, and CTV identifiers (the resulting translated identifiers and associated segment mappings, the "Output"), by reference to ID5's proprietary reference data and matching logic embedded in or made available through the Application (the "ID5 Reference Data").

2.2 Match Statistics Service (Free Public Listing). Where Consumer installs the Application under the free public listing, the Application returns to Consumer only aggregate match-rate statistics (for example, the percentage of unique Input Data signals matched per identifier type and per match method) (the "Match Statistics", and such configuration, the "Match Statistics Service"). The Match Statistics Service does not return the Output to Consumer, and Consumer obtains no rights in the Output under the Match Statistics Service.

2.3 Resolution and Activation Service (Paid Private Listing). Where Consumer accepts a paid private listing for the Application, the Application returns the Output to Consumer within Consumer's Snowflake environment (the "Resolution Service"), and, where enabled and declared under Section 8, permits Consumer to transmit resolved segments to one or more third-party activation platforms (the "Activation Service"). The Resolution Service and the Activation Service are available only under a paid private listing and are subject to the additional terms in Sections 8 and 9. The Activation Service may be enabled with or without the Resolution Service; where the Application resolves Input Data solely for transmission to a Destination, the resulting resolved segment data constitutes Output for the purposes of these Listing Terms notwithstanding that it is not returned to, and is not accessible by, Consumer. The Application made available under a paid private listing may also include the match-statistics functionality described in Section 2.2 at no additional charge. Aggregate match-rate statistics returned to Consumer under a paid private listing constitute Match Statistics for the purposes of these Listing Terms, form part of the Services provided under the paid privacy listing, and are subject to Section 12.4 (and not Section 12.3).

2.4 Data Residency; No ID5 Access. The Parties acknowledge that, by design of the Snowflake native application framework: (a) the Input Data remains at all times within Consumer's Snowflake environment and is never

transmitted to or accessed by ID5, and the Output is generated and delivered within Consumer's Snowflake environment and leaves that environment only if and to the extent Consumer exports it as permitted by Section 3.3 or transmits it under Section 8; (b) except, and solely, to the extent Consumer uses the ID5 Route as described in Section 8.3(b), ID5 does not receive, access, store, or otherwise process the Input Data or the Output; and (c) the only information ID5 receives in connection with Consumer's use of the Application is (i) default application state information made available by Snowflake to listing providers (limited to application health and version information), (ii) the mandatory telemetry described under Section 2.5, (iii) aggregate, non-Personal-Data usage metrics necessary to calculate Fees for the paid Services, (iv) Consumer's business contact and Snowflake account information made available by Snowflake to listing providers in connection with the listing transaction, (v) where Consumer elects the ID5 Route under Section 8.3(b), the resolved segment data transiting ID5 systems solely for onward transmission, and (vi) any Destination account credentials or connection configuration Consumer supplies under Section 8.1, which ID5 stores and uses solely to operate the Activation Service and shall protect using appropriate technical and organizational measures. ID5 shall notify Consumer without undue delay upon becoming aware of any confirmed unauthorized access to such credentials. ID5 has no ability to, and shall not, use the Application to access Consumer's Snowflake environment.

2.5 Telemetry. The Application requires the sharing of telemetry with ID5 through Snowflake's event-sharing framework in order to operate. Telemetry comprises usage, errors, and aggregate match rate information; it is not intended to include the Input Data, the Output, HEMs, or any other Personal Data. Consumer is solely responsible for the contents of the information originating from Consumer's Snowflake environment that populates such telemetry and, to the extent any telemetry nonetheless contains Personal Data, Section 7.2 applies to it. ID5 shall use telemetry solely to operate, secure, support, invoice, and improve the Application and shall not use telemetry to identify any natural person.

2.6 ID5 Requirements. Consumer shall use the Application in accordance with the technical documentation, integration requirements, and policies published by ID5 at wiki.id5.io or as otherwise notified to Consumer (the “**ID5 Requirements**”), as updated from time to time.

3. LICENSE GRANTS AND PROPRIETARY RIGHTS

3.1 License to the Application. Subject to these Listing Terms and, for the paid Services, payment of applicable Fees, ID5 grants Consumer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to install and run the Application within Consumer's own Snowflake account solely to receive the Services for Consumer's internal business purposes and, where applicable, the Activation Service in accordance with Section 8.

3.2 License to Match Statistics. Consumer may use Match Statistics for its internal evaluation and business purposes. Match Statistics are aggregate statistics only and Consumer shall not attempt to derive, reconstruct, or infer any individual-level data, identifier, or match from Match Statistics.

3.3 License to Output. Subject to payment of applicable Fees, ID5 grants Consumer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Output solely for Consumer's internal business purposes (including analytics, audience segmentation, and measurement) and, where the Activation Service is enabled, transmission to declared Destinations in accordance with Section 8, in each case in accordance with Applicable Law. Where the Resolution Service is enabled for Consumer's account, Consumer may export the Output from Consumer's Snowflake environment solely for the internal business purposes licensed in this Section 3.3, and the Output remains subject to these Listing Terms (including this Section 3.3 and Sections 4, 6, and 14) in all locations, copies, and formats, whether held within or outside the Snowflake environment. Consumer shall permanently delete each Output

(including all copies exported from Consumer's Snowflake environment) and refresh it through the Application at intervals no longer than seven (7) days, so that the Output in Consumer's possession reflects current match, consent, and opt-out status.

3.4 ID5 Property. As between the Parties, ID5 owns and retains all right, title, and interest in and to the Application, the ID5 Reference Data, the ID5 Requirements, all ID5 IDs, and all other ID5 intellectual property, including all modifications and derivative works. As between the Parties, ID5 exclusively owns all right, title, and interest in and to the Output, which results from the application of ID5's proprietary matching logic and ID5 Reference Data and constitutes a new and distinct asset; the Output is licensed, not sold, and shall not be considered the property of Consumer or a derivative work of the Input Data. Incorporation of the Output or any ID5 IDs into any dataset, segment, product, or other work of Consumer does not transfer to Consumer any ownership of, or grant Consumer any ownership interest in, the Output or the ID5 IDs so incorporated, which remain ID5's property and subject to these Listing Terms (including Sections 3.3, 4, and 6) wherever and however they are held, and Consumer shall not sell, license, or otherwise make available any such dataset, segment, product, or work to any third party or Related Party where doing so operates as a means of conveying the Output, the ID5 IDs, or the connections within them, in raw, bulk, or standalone form. Without limiting the foregoing, Consumer shall in no event sell, share, license, or otherwise make available any decrypted ID5 IDs except to Related Parties who are contractually required to act solely on behalf of Consumer as a processor of such decrypted ID5 IDs. As between the Parties, Consumer owns and retains all right, title, and interest in and to the raw Input Data, and nothing in this Section 3.4 transfers to ID5 any ownership of Consumer's own underlying data.

3.5 ID5 ID Service. The Application is not the ID5 ID Service. Any access to or use of the ID5 ID Service by Consumer or its Related Parties is governed exclusively by the ID5 ID Agreement (available at id5.io/legal/agreements/id5idagreement), and any claim arising from the ID5 ID Service is governed exclusively by the ID5 ID Agreement and not by these Listing Terms.

3.6 Feedback; Reservation. If Consumer provides feedback regarding the Services, ID5 may use it without restriction or compensation. Each Party reserves all rights not expressly granted; no implied licenses are granted. Use of any ID5 open-source software is governed by the applicable open-source license.

4. USE RESTRICTIONS

4.1 General Restrictions. Consumer shall not, and shall not permit any Related Party or third party to:

(a) sell, license, rent, or distribute the Output or any ID5 Reference Data in raw or bulk form to any third party or Related Party; the Output may be disclosed to Related Parties only as an embedded part of Consumer's value-added services and never as a standalone file or list of identifiers or connections;

(b) use the Output, the Match Statistics, or the ID5 Reference Data to model, train, build, or enhance an identity graph, cross-device graph, look-alike audience model, or any product or service that competes with the Services or any other ID5 service;

(c) attempt to reverse engineer, decompile, or extract the ID5 Reference Data or the matching logic of the Application, or to enumerate, scrape, or systematically map ID5's identity graph through repeated, automated, or non-organic use of the Application;

(d) attempt to re-identify, de-anonymize, or otherwise identify any individual natural person from the Output, the Match Statistics, or the ID5 Reference Data, or use any of them to identify, track, monitor, profile, or

record the browsing behavior, device activity, or communications of any specific Visitor or natural person in a manner inconsistent with Applicable Law (including any Applicable Law governing the interception, recording, or monitoring of communications) or Visitor Choice;

(e) use the Output to (i) infer or target on the basis of Sensitive Data, or to determine eligibility for credit, employment, housing, or insurance; or (ii) make, or assist in making, a decision by automated means that produces legal effects concerning, or similarly significantly affects, any individual;

(f) associate the Output with Directly Identifiable Data, except as expressly permitted in a separate written agreement with ID5;

(g) process data of any individual under the Restricted Age, or Sensitive Data, in a manner that attributes such data to any identifier in the Output; or

(h) use the Output, the Match Statistics, or the ID5 Reference Data in any way which prevents the deletion, removal, or extraction of such data from any other dataset; or

(i) use the Services, the Output, or the Match Statistics to provide identity resolution, identity translation, signal onboarding, data matching, or similar services to or for the benefit of any third party (including any controller for which Consumer acts), or otherwise make the Output available to any third party as, or as part of, a data product, except in each case by transmission to declared Destinations in accordance with Section 8 where Consumer is duly authorized under Section 5.2(b); or (j) use the Services other than for the purposes expressly licensed in Section 3.

Consumer is directly and primarily liable for any act, omission, or breach of these Listing Terms by any Related Party in connection with the Services as if committed by Consumer.

4.2 Match Statistics Limits. Consumer shall not attempt to circumvent the aggregate-only design of the match statistics functionality of any Application (whether provided under the Match Statistics Service or under a paid privacy listing), including by structuring, partitioning, or repeatedly running Input Data through the Application in a manner intended to derive individual-level matches from aggregate outputs.

4.3 Competitive Service Prohibition. Consumer shall not install, access, or use the Application or the Services if any of Consumer's products or services competes with any ID5 service, or if Consumer has or develops a plan for any of its products or services to so compete. The foregoing restriction shall not apply to the extent ID5 has expressly waived it for Consumer in writing (including in the applicable private listing); no such waiver limits the remainder of this Section 4.3 or Section 4.1. Consumer shall not access or use the Services for any purpose competitive with ID5, and shall not use or permit the use of the Output, the Match Statistics, the ID5 Reference Data, or any other ID5 intellectual property obtained or derived under these Listing Terms to create or provide, directly or indirectly, any product or service that competes with any ID5 service.

5. CONSUMER DATA AND REPRESENTATIONS

5.1 Consumer Control. Consumer determines, in its sole control, which Input Data it runs through the Application, when, and for what purpose. ID5 does not instruct, direct, or determine any purpose or means of Consumer's processing of the Input Data or the Output within Consumer's Snowflake environment. The Application and the Services are general-purpose infrastructure; their lawful deployment and use require implementation decisions and user-facing compliance measures that are solely within Consumer's knowledge, control, and responsibility, and ID5 makes no representation as to the lawfulness of any particular configuration or use of the Application by Consumer.

5.2 Legal Basis Representation. Consumer represents and warrants, on each occasion it runs Input Data through the Application, that: (a) it has provided all necessary notices and established a valid legal basis under Applicable Privacy Law (including, where consent is the required basis under the UK GDPR, the EU GDPR, the Data Protection Act 2018, or the Privacy and Electronic Communications Regulations 2003 (PECR) or equivalent ePrivacy national implementing legislation, valid consent) for (i) the collection of the Input Data, (ii) the translation of the Input Data into the Output through the Application, and (iii) Consumer's intended use of the Output, including any transmission to a Destination; and (b) where Consumer acts for a third-party controller (including as an agency or intermediary), it is duly authorized by that controller and the representations in this Section 5.2 are true with respect to that controller's data.

5.3 Prohibited Data. Consumer represents and warrants that Input Data shall not contain: (a) Sensitive Data; (b) Personal Data of any individual under the Restricted Age; (c) Directly Identifiable Data that has not been hashed or pseudonymized in accordance with the ID5 Requirements, provided that cleartext email addresses may be supplied solely for immediate hashing by the Application in accordance with the ID5 Requirements and for no other purpose; or (d) any data supplied in violation of Applicable Law or Visitor Choice.

5.4 Household-Level Matching. Where household-level matching is made available by ID5 and is enabled for Consumer's account (whether enabled by ID5 at Consumer's request or configured by Consumer within the Application), the Output may include identifiers relating to individuals other than the individuals to whom the Input Data relates. The Parties acknowledge that household-level associations are generated from ID5's own identity graph, for which ID5 acts as an independent controller under its own legal basis. Consumer represents and warrants that its notices and legal basis under Section 5.2 cover Consumer's receipt and intended use of household-level Output, and Consumer shall not use household-level Output to target, profile, or communicate with any individual in a manner inconsistent with Applicable Privacy Law or Visitor Choice.

5.5 Geographic Scope. The Services are made available solely with respect to Input Data relating to individuals located in the United Kingdom and the European Economic Area, and Consumer shall not run Input Data relating to individuals located in any other jurisdiction through the Application. Consumer shall implement measures sufficient to ensure compliance with this Section 5.5. Consumer shall export, access, or otherwise transfer data outside the United Kingdom and the European Economic Area (as applicable) solely to the extent such transfer is subject to a transfer mechanism adequate under applicable privacy law.

5.6 Consumer Security. Consumer shall implement and maintain appropriate technical and organizational measures to protect the Output, the ID5 Reference Data, and Consumer's Snowflake environment and credentials against unauthorized access, use, or disclosure, and shall notify ID5 without undue delay upon becoming aware of any such unauthorized access, use, or disclosure.

6. VISITOR CHOICE, OPT-OUTS, AND DATA SUBJECT REQUESTS

6.1 ID5 Opt-Out and DSAR Mechanisms. ID5 maintains mechanisms enabling individuals to exercise choice and data subject rights in respect of ID5 identifiers, including the ID5 Opt-Out (currently at id5-sync.com/privacy/) and ID5's opt-out and data subject request APIs (together, the "**ID5 Choice Mechanisms**"). ID5 updates the ID5 Reference Data made available through the Application at least weekly to reflect opt-out, objection, withdrawal, and deletion signals received through the ID5 Choice Mechanisms, so that suppressed identifiers are not returned by new matching runs. Consumer shall honor the ID5 Choice Mechanisms in accordance with the ID5 Requirements, including by refreshing the Output as required by Section 3.3 so that opted-out and deleted identifiers are suppressed.

6.2 Suppression and Downstream Propagation. Upon ID5 signalling through the ID5 Choice Mechanisms (or otherwise notifying Consumer) that an individual has opted out, objected, withdrawn consent, or requested deletion in respect of an identifier contained in the Output, Consumer shall, without undue delay and in any event within the period required by Applicable Privacy Law (or seven (7) days if no period is specified): (a) cease using the affected Output; (b) delete the affected Output from its systems; and (c) instruct and ensure that each Related Party and each Destination that received the affected Output from Consumer does the same. Consumer is solely responsible for responding to data subject requests it receives as controller of the Input Data and the Output; where such a request relates to ID5's own processing or an ID5 ID, Consumer shall direct the individual to, or promptly notify, ID5.

6.3 Application-Level Suppression. Consumer acknowledges, instructs, and authorizes that, to give effect to opt-outs, objections, withdrawals of consent, and deletion or erasure requests, the Application may filter, withhold, suppress, modify, or delete records within the tables and other objects that the Application creates, maintains, or writes in Consumer's Snowflake environment, including the Output and any data staged by the Application for transmission to a Destination (which is filtered on each transmission). Application-level suppression does not relieve Consumer of its obligations under Sections 3.3 and 6.2, including in respect of copies of the Output held outside Consumer's Snowflake environment, and no such filtering, suppression, modification, or deletion gives rise to any liability of ID5.

7. DATA PROTECTION

7.1 Roles. The Parties acknowledge that: (a) Consumer (or its third-party controller principal) is the controller of the Input Data and the Output; (b) because the Application executes within Consumer's Snowflake environment and ID5 does not receive or access the Input Data or the Output, ID5 does not process the Input Data or the Output as processor or controller in providing the Match Statistics Service, the Resolution Service, or the Activation Service (Connector Route), and ID5 acts solely as licensor of the Application and the ID5 Reference Data; and (c) ID5 acts as an independent controller of the ID5 Reference Data and of ID5's own identity graph.

7.2 Limited ID5 Processing. Notwithstanding Section 7.1, where ID5 does process Personal Data on Consumer's behalf in connection with the Services, which may include (a) mandatory telemetry described under Section 2.5, to the extent it contains Personal Data; and (b) resolved segment data transiting ID5 systems under the ID5 Route in Section 8.3(b); the following terms apply to that processing:

(a) ID5 shall process such Personal Data only to provide the relevant Service and on Consumer's documented instructions, which these Listing Terms and Consumer's configuration of the Application constitute;

(b) ID5 shall ensure persons authorized to process such Personal Data are bound by confidentiality obligations, and shall implement and maintain appropriate technical and organizational measures to protect such Personal Data;

(c) Consumer generally authorizes ID5 to engage sub-processors; ID5's current sub-processors are Amazon Web Services, Inc., OVH SAS (cloud infrastructure), and Snowflake Inc. (marketplace platform and provider-side infrastructure). ID5 shall give notice of sub-processor changes by updating its website or by email, and Consumer may object on reasonable data protection grounds within ten (10) days, failing resolution of which either Party may terminate the affected Service as Consumer's sole and exclusive remedy;

(d) ID5 shall notify Consumer without undue delay, and in any event within 72 hours, after becoming aware of a confirmed Security Incident affecting such Personal Data, describing, to the extent available, its nature, the categories of data affected, and the measures taken or proposed;

(e) ID5 shall delete such Personal Data promptly after the transmission or processing purpose is fulfilled, and in any event within 14 days (or, in the case of resolved segment data transiting ID5 systems under the ID5 Route, immediately after transmission, retaining only ephemeral or aggregated logs as described in Section 8.3(b));

(f) ID5 shall provide reasonable assistance to Consumer with data subject requests, security, breach notification, and data protection impact assessment obligations, taking into account the nature of the processing; and

(g) to the extent such processing involves a restricted international transfer, the EU Standard Contractual Clauses (Module 2: Controller-to-Processor) and, for UK transfers, the UK International Data Transfer Addendum are incorporated by reference, with Consumer as data exporter and ID5 as data importer, and the annexes deemed completed by the descriptions in these Listing Terms; ID5's completed responses are available at id5.io/legal/agreements/SCCs.

7.3 Application Security. ID5 shall develop and maintain the Application in accordance with good industry practice, including measures designed to prevent the introduction of malicious code, and shall comply with Snowflake's security review requirements applicable to Marketplace listings.

8. ACTIVATION SERVICE (PAID PRIVATE LISTING ONLY)

8.1 Activation Declaration. Before using the Activation Service, Consumer shall declare, through the Application or as otherwise required by the ID5 Requirements: (a) each third-party activation platform to which resolved segments will be transmitted (each, a “**Destination**”); (b) the applicable seat or account identifier at each Destination; (c) where the Application permits configuration of push frequency, the intended push frequency (otherwise, transmissions occur at the frequency specified in the ID5 Requirements); and (d) the start and end dates of each activation (together, the “**Activation Declaration**”). ID5 may decline, suspend, or discontinue support for any Destination at any time, and does not warrant the continued availability of any Destination.

8.2 Consumer's Destination Contracts. Consumer represents and warrants that, before any transmission to a Destination: (a) Consumer (or its controller principal) has a direct written contract with that Destination authorizing the Destination to receive and process the transmitted segments; (b) such receipt and processing complies with Applicable Privacy Law and Visitor Choice; and (c) Consumer's contract with the Destination requires the Destination to honor opt-out and deletion signals propagated under Section 6.2. ID5 is not a party to, and has no obligations or liability under, any agreement between Consumer and any Destination.

8.3 Push Routes. Resolved segments may be transmitted to a Destination by either of the following routes, as available for the relevant Destination:

(a) **Connector Route.** Transmission from Consumer's Snowflake environment directly to the Destination via the Destination's own Snowflake connector, native application, or API called from Consumer's environment. Under the Connector Route, ID5 does not receive, transmit, or process the transmitted segments, and the transmission is solely between Consumer and the Destination; or

(b) **ID5 Route.** Transmission by ID5 to the Destination's segment-upload interface on Consumer's behalf. Under the ID5 Route, ID5 acts as Consumer's processor solely for the transient transmission of the segments, Section 7.2 applies to that processing, and ID5 shall not retain the transmitted segments after transmission other than ephemeral or aggregated logs for billing, debugging, and support.

8.4 No ID5 Liability for Destinations. Consumer acknowledges that ID5 acts, at most, as a technical conduit for transmissions to Destinations and has no control over any Destination in respect of the transmitted segments. ID5 shall have no liability for: (a) any act or omission of a Destination, including any retention, use, disclosure, combination, re-identification, or other processing of transmitted segments by a Destination; (b) any Destination's failure to honor Visitor Choice; or (c) any failure, latency, rejection, or unavailability of a Destination. As between the Parties, Consumer bears sole responsibility for the selection of Destinations and for all processing of transmitted segments by or at Destinations.

9. FEES AND PAYMENT

9.1 Fees. Fees for the paid Services are as set out in the applicable private listing (or ordering document referenced in it) and are payable through the Snowflake Marketplace billing mechanism unless otherwise agreed in writing ("**Fees**"). Fees are exclusive of taxes, which are Consumer's responsibility (excluding taxes on ID5's net income). Consumer bears all Snowflake platform costs (including compute and storage) associated with running the Application. Except as expressly provided in these Listing Terms, Fees are non-refundable. Consumer acknowledges that usage-based Fees are calculated on a deduplicated count of unique matched signals estimated using probabilistic counting techniques with an expected margin of error of approximately one percent, and that ID5's estimate is the definitive measure for billing purposes.

10. WARRANTIES AND DISCLAIMERS

10.1 Mutual Warranties. Each Party represents and warrants that (a) it has full corporate power and authority to enter into these Listing Terms; and (b) to its knowledge, its performance of these Listing Terms in accordance with their terms does not and will not conflict with any Applicable Law to which it is subject. The Parties acknowledge that the ID5 Reference Data and ID5's identity graph derive from signals collected upstream by third parties (including ID5's partners, publishers, advertisers, and data sources) who are solely responsible for the lawfulness of their collection and provision of such signals to ID5, and nothing in these Listing Terms is, or shall be construed as, a representation or warranty by ID5 that such upstream collection by third parties is lawful.

10.2 Probabilistic Nature; No Match-Rate Warranty. Consumer acknowledges that the Output and the Match Statistics are generated by probabilistic and deterministic algorithms applied to pseudonymous data, and that match availability and accuracy vary by market, device mix, and signal quality. ID5 does not warrant that any particular match rate will be achieved, that any connection within the Output (including any household-level connection) is accurate or error-free, or that an identifier will be returned for any particular Input Data signal. ID5 may update or modify its algorithms and the ID5 Reference Data in its sole discretion.

10.3 General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THESE LISTING TERMS, THE APPLICATION AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ID5 DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL RESULT IN ANY SPECIFIC MATCH RATES, REVENUE, OR PERFORMANCE UPLIFT.

10.4 Technical Hygiene. Consumer represents and warrants that Input Data and any other data or files supplied to or run through the Application shall not contain viruses, malware, or malicious code, and that Consumer shall not use the Application to process artificially generated or non-human data intended to inflate volumes or distort Match Statistics or Fees.

11. TERM, TERMINATION, AND SUSPENSION

11.1 Term. These Listing Terms take effect on Consumer's acceptance under Section 1.2 and continue until terminated in accordance with this Section 11 (the “Term”).

11.2 Termination. Consumer may terminate at any time by uninstalling the Application and ceasing all use of the Services. Either Party may terminate on written notice if the other Party is in material breach and fails to cure within thirty (30) days of written notice. ID5 may terminate these Listing Terms or discontinue the Application or any listing on ninety (90) days' notice for convenience.

11.3 Suspension; Regulatory Suspension. ID5 may suspend or restrict the Services (in whole or in part) on written notice: (a) for Consumer's material breach of Sections 4, 5, 6, 8, or 9.1; or (b) if ID5 determines in its reasonable discretion that (i) any judicial order, regulatory investigation, or enforcement action involving Consumer's use of the Services creates a material risk of regulatory liability or reputational harm to ID5, or (ii) continued provision of the Services would require ID5 to process Personal Data in a manner inconsistent with Applicable Law. ID5 shall use commercially reasonable efforts to give advance notice where practicable. Suspension under this Section does not constitute breach and gives rise to no liability of ID5.

11.4 Effect of Termination; Survival. On termination or expiry: (a) all licenses granted to Consumer end; (b) Consumer shall uninstall the Application, cease all use of the Services, and delete the Output (and shall ensure its Related Parties do the same), and shall certify such deletion in writing upon ID5's request; and (c) all accrued Fees become due. Sections 3.4 through 3.6, 4, 5, 6, 7, 8.2, 8.4, 10.3, 11.4, 12, 13, 14, 15, and 16, and the definitions, survive termination, and Sections 4, 6, and 12 through 13 continue to apply for as long as Consumer retains any Output.

12. LIABILITY

12.1 Basis of Bargain. The Parties acknowledge that the allocations of liability in this Section 12 are a fundamental basis of the bargain between the Parties, and that ID5 has made the Application available (including, in the case of the Match Statistics Service, free of charge) in reliance on them.

12.2 Exclusion of Indirect Loss. SUBJECT TO SECTION 12.5, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR IN CONNECTION WITH THESE LISTING TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS.

12.3 Match Statistics Service Cap. FOR THE MATCH STATISTICS SERVICE (PROVIDED FREE OF CHARGE), ID5'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE LISTING TERMS SHALL NOT EXCEED FIVE THOUSAND U.S. DOLLARS (USD \$5,000).

12.4 Paid Services Cap. FOR THE SERVICES PROVIDED UNDER A PAID PRIVATE LISTING (INCLUDING THE RESOLUTION SERVICE AND THE ACTIVATION SERVICE), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE LISTING TERMS SHALL NOT EXCEED TWENTY-FIVE THOUSAND U.S. DOLLARS (USD \$25,000) IN THE AGGREGATE.

12.5 Exceptions. Nothing in these Listing Terms limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) willful misconduct; or (d) any other liability that cannot be limited or excluded by Applicable Law. The exclusions in Section 12.2 and the caps in Sections

12.3 and 12.4 do not apply to, and do not limit: (e) Consumer's payment obligations; (f) Consumer's indemnification obligations under Section 13.1; (g) Consumer's liability for breach of Section 4 (Use Restrictions), Section 5.2, 5.3, or 5.5 (Data Representations; Geographic Scope), Section 8.2 (Destination Contracts), or Section 10.4 (Technical Hygiene); or (h) Consumer's liability for breach of Section 14 (Confidentiality) in respect of ID5's confidential information.

12.6 Aggregation. The caps in this Section 12 aggregate across all claims under these Listing Terms; multiple claims shall not enlarge the applicable cap. Where a claim also arises under an Executed ID5 Agreement or the ID5 ID Agreement, the liability framework of that agreement governs that claim in accordance with Section 1.4 and Section 3.5, and no amounts shall be double-counted.

13. INDEMNIFICATION AND INFRINGEMENT REMEDIES

13.1 By Consumer. Consumer shall defend, indemnify, and hold harmless ID5, its Affiliates, and their officers, directors, and employees from and against all third-party claims, losses, fines, penalties, and expenses (including reasonable legal fees) arising out of or relating to: (a) Consumer's breach of Section 4 (Use Restrictions), Section 5 (Consumer Data and Representations), or Section 6 (Visitor Choice); (b) any absence, invalidity, or insufficiency of the notices, consents, or legal basis represented in Section 5.2; (c) the collection, use, storage, or other processing of transmitted segments by or at any Destination, or Consumer's breach of Section 8.2; and (d) any act or omission of a Related Party in connection with the Services, as if committed by Consumer.

13.2 Infringement Remedies. ID5 provides no indemnity under these Listing Terms. If a third-party claim is asserted, or in ID5's reasonable judgment is likely to be asserted, alleging that the Application or the ID5 Reference Data, in the form supplied by ID5 and apart from Consumer's deployment, configuration, or use, infringes any third-party intellectual property right, ID5 may, at its option and expense: (a) procure the right for Consumer to continue using the affected Service; (b) modify or replace the affected Service to be non-infringing; or (c) terminate the affected Service and refund any prepaid unused Fees for it. The foregoing states ID5's entire liability, and Consumer's sole and exclusive remedy, in respect of any actual or alleged infringement or misappropriation of third-party intellectual property rights by the Application, the ID5 Reference Data, the Output, the Match Statistics, or the Services, however arising. For the avoidance of doubt, nothing in this Section 13.2 limits Consumer's obligations under Section 13.1, and claims arising from the combination of the Output or the Application with any data, technology, or service not provided by ID5, from use of the Services in violation of these Listing Terms, or from the transmission of segments to, or any processing by, any Destination remain Consumer's sole responsibility.

13.3 Procedure. The indemnified Party shall promptly notify the indemnifying Party of any claim (failure to do so relieving the indemnifying Party only to the extent of material prejudice), grant the indemnifying Party sole control of the defense and settlement at the indemnifying Party's request and expense (provided no settlement that imposes liability, an admission of fault, or non-monetary obligations on the indemnified Party, or that does not include a full and unconditional release of the indemnified Party, may be made without its consent, not to be unreasonably withheld), and provide reasonable cooperation at the indemnifying Party's expense.

14. CONFIDENTIALITY

14.1 Obligations. Each Party shall protect the other Party's non-public information disclosed in connection with these Listing Terms that is designated confidential or that reasonably should be understood to be confidential (including the ID5 Reference Data, the non-public terms of any private listing, and Match Statistics as they relate to ID5's graph coverage) using at least reasonable care, shall use it only for purposes of these Listing Terms, and shall

limit access to personnel bound by confidentiality obligations. These obligations do not apply to information that is or becomes public without breach, was lawfully known without restriction, is independently developed, or is required to be disclosed by law or a regulator (with notice to the other Party where legally permitted). Input Data is governed by Sections 5 through 7 and is excluded from this Section 14. For the avoidance of doubt, the Output and the ID5 Reference Data constitute ID5's confidential information under this Section 14, which applies to them in addition to, and does not limit, Sections 3 through 7.

15. COMPLIANCE

15.1 General; Sanctions. Each Party shall comply with applicable anti-bribery and anti-corruption laws. Consumer represents and warrants that it is not subject to restrictions under applicable economic sanctions or export control laws and shall not use the Services in violation of any such laws.

16. GENERAL

16.1 Governing Law and Jurisdiction. These Listing Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

16.2 Notices. Notices to ID5 must be sent to 8 Devonshire Square, 6th Floor, London, EC2M 4YJ, UK and by email to legal@id5.io. Notices to Consumer may be given via the Snowflake Marketplace, the contact details associated with Consumer's Snowflake account or listing acceptance, or any email address Consumer provides to ID5.

16.3 Assignment. Consumer may not assign these Listing Terms without ID5's prior written consent, except to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets. ID5 may assign these Listing Terms to an Affiliate or successor.

16.4 Third-Party Rights. Except as expressly provided in Section 13.1 (in favor of ID5 Affiliates and personnel), a person who is not a Party (including Snowflake and any Destination) has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Listing Terms.

16.5 Miscellaneous. The Parties are independent contractors. If any provision is held unenforceable, it shall be modified to best accomplish its objectives and the remainder shall continue in effect. Failure to enforce any provision is not a waiver. These Listing Terms (including the documents referenced in Section 1.1) constitute the entire agreement between the Parties regarding the Services and supersede all prior agreements on that subject matter, save as provided in Section 1.4. Neither Party shall be liable for delay or failure caused by events beyond its reasonable control.

ANNEX A. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where control means ownership or control of more than 50% of the voting interests.

"Applicable Law" means all laws, statutes, regulations, and codes applicable to a Party's performance or receipt of the Services, including Applicable Privacy Law.

"Applicable Privacy Law" means all data protection and privacy laws applicable to the processing of Personal Data under these Listing Terms, including the UK GDPR, the EU GDPR (Regulation (EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (PECR), and national legislation implementing the ePrivacy Directive (2002/58/EC).

“Directly Identifiable Data” means information that directly identifies an individual without additional data, such as un-hashed name, physical address, telephone number, or email address.

“ID5 ID” means a unique, pseudonymized identifier created by ID5.

“Input Data, Output, Match Statistics, Match Statistics Service, Resolution Service, Activation Service, ID5 Reference Data, ID5 Requirements, HEMs, Application, Services, Destination, Activation Declaration, ID5 Choice Mechanisms, Executed ID5 Agreement, Fees, Listing Terms, Term” have the meanings given in the body of these Listing Terms.

“Personal Data, controller, processor, processing” have the meanings given under Applicable Privacy Law.

“Related Party” means (a) Consumer's Affiliates; and (b) any third party (including any client, vendor, or processor) that accesses, utilizes, or benefits from the Services or receives Output through or from Consumer.

“Restricted Age” means the age of digital consent applicable to the relevant individual under the Applicable Privacy Law of their jurisdiction.

“Security Incident” means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by ID5 on Consumer's behalf under Section 7.2. It does not include unsuccessful attempts or activity such as pings, port scans, or firewall probes.

“Sensitive Data” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, data concerning a person's sex life or sexual orientation, or data relating to criminal convictions and offences, and any equivalent special category data under Applicable Privacy Law.

“Visitor” means an end user or visitor of a website, application, connected device, or other digital environment.

“Visitor Choice” means any legally recognized expression by an individual of their preferences or rights regarding the processing of their Personal Data, including consent, objection, opt-out, withdrawal of consent, and data subject rights requests.