

Notification on the Agreement and Insertion Order for Supply Partner Monetization Program

- Supply Partner and 33Across, Inc. (“**33Across**”) have entered into an Agreement and Insertion Order for Supply Partner Monetization Program (the “**Agreement**”);
- In order to account for changes and developments in applicable data protection and privacy laws, Supply Partner and 33Across desire to address the following matters:
 1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the CCPA (Cal. Civ. Code §1798.140).
 2. **Scope.** The following provisions apply in connection with Supply Partner’s Sale of Personal Information of Consumers to 33Across, but only to the extent that Supply Partner is a Business.
 3. **Supply Partner Representations Warranties and Covenants.**
 - 3.1. Supply Partner acknowledges that it is a Business, and the Parties acknowledge that the Supply Partner Sells Personal Information to 33Across.
 - 3.2. Supply Partner represents and warrants that it complies, and shall continue to comply throughout the term of its engagement with 33Across, with the CCPA and the regulation promulgated thereunder.
 - 3.3. Supply Partner covenants that it has taken, and will continue to take throughout the term of its engagement with 33Across, the following steps in respect of Personal Information it Sells to 33Across:
 - 3.3.1. Provide each Consumer explicit notice and an opportunity to exercise the right to opt-out pursuant to Cal. Civ. Code §§1798.120, 1798.135 and 11 CCR §999.306.
 - 3.3.2. If Supply Partner Sells 33Across a Consumer’s Personal Information after the Consumer submits an opt-out request but before Supply Partner complies with that request, it shall notify 33Across that the Consumer has exercised their right to opt-out.
 - 3.3.3. Not Sell to 33Across Personal Information of any Consumer that it has actual knowledge that they are less than 16 years of age.

3.3.4. Disclose to the Consumer the information required, and respond to Consumer requests in relation to their Personal Information, pursuant to Cal. Civ. Code §1798.125, 1798.130 and 11 CCR §§999.304-326.

4. **Indemnification.** The Supply Partner will indemnify and hold 33Across harmless at all times against any loss, damage or costs suffered, sustained or incurred by 33Across, including but not limited to claims from Consumers and penalties imposed by the authorities, that arise from any acts or omissions of the Supply Partner in contravention of this Addendum, unless and insofar as these acts or omissions were performed under the specific instructions of 33Across.