

Exhibit A: Addendum for Customer Contracts for Provision of Services in the U.S.

ADDENDUM

Effective as of the date of closing of Publicis Groupe S.A.'s acquisition of LiveRamp ("Closing Date"), your contract with LiveRamp will provide the following additional commitments to the extent applicable for the services provided to you in the U.S., which commitments will remain available to you for a period of five (5) years from the Closing Date (the "Term") so long as you remain a customer of LiveRamp.

Throughout this Addendum, the term "Publicis" shall refer to Publicis Groupe S.A. and any of its affiliates or subsidiaries (with the exception, after the Closing Date, of LiveRamp, which will continue to be referred to herein as "LiveRamp").

1. NEUTRAL OPERATION COMMITMENT

Following the Closing Date and during the Term, Publicis will operate the LiveRamp business as a commercially neutral provider of identity, data collaboration, and interoperability services.

Publicis will not use its ownership of LiveRamp to disfavor, disadvantage, or discriminate among LiveRamp's customers, publishers, advertisers, agencies, technology providers, or other market participants based on whether such entities have a competitive relationship with Publicis or with Publicis's clients.

To the extent that you are a LiveRamp customer, publisher, advertiser, technology provider, or other market participant that relies on Publicis to provide media-related information or support (including, but not limited to, audience or measurement platform input in the normal course of its business), Publicis will not deny, degrade, delay, or otherwise impair continued access of this information or support based on whether you have a competitive relationship with LiveRamp, or Publicis, or Publicis's customers.

2. NON-DISCRIMINATION

LiveRamp will continue to offer you, on fair, reasonable, and non-discriminatory terms, equivalent access to LiveRamp standalone products, services, APIs, technical support, and commercial programs, as it offers similarly situated customers at the time of the relevant offer or renewal (regardless of whether such customers are otherwise Publicis customers).

LiveRamp will not deny, degrade, delay, or otherwise impair your continued access to LiveRamp's standalone services. For the avoidance of doubt, this Section does not prevent LiveRamp from adapting and changing its standalone products and services in the ordinary course so long as such adaption and changes are not for the purpose of advantaging Publicis's affiliated businesses. Nor shall anything in this Addendum prevent Publicis from developing with LiveRamp new products and services that integrate LiveRamp products and services with the products and services of Publicis, and Publicis will be free to choose to which customers it will offer such new integrated products and services.

3. PRODUCT DEVELOPMENT

Publicis is fully committed to the continuation of LiveRamp's existing product roadmap (including any roadmaps for existing clients) and to the development of the new products or services that are already in LiveRamp's development pipeline, subject to any ordinary course adjustments to that roadmap and pipeline on a going forward basis that are in line with LiveRamp's typical practice.

4. CLIENT CHOICE

If you purchase or use LiveRamp standalone products or services, you will continue to be permitted to choose your preferred operating model and composable technology architecture, in connection with such products or services, including the use of lawful third-party platforms, tools, and services, without restriction or any penalty being imposed by Publicis or LiveRamp.

LiveRamp will not require, as a condition of your accessing or using LiveRamp standalone products or services, that you adopt, integrate, or purchase any technology, platform, or service offered (such as CDPs, data services, media activation, and creative services) by Publicis or its affiliates or its subsidiaries.

5. CLEAN ROOM PRODUCT PROTECTIONS

If you purchase or use LiveRamp's standalone clean room products or services, LiveRamp will continue to make those products and services available to you on non-discriminatory terms. With respect to each clean room client:

- (a) You will continue to control access and roles within your clean room, including the designation of authorized users permitted to sign in, view audience data, and use features;
- (b) You will continue to set content-level permissions governing permitted uses of data within your clean room;

(c) You will continue to set governance and privacy controls applicable to your clean room; and

(d) LiveRamp will continue to maintain auditability sufficient for you to verify that no unauthorized users have accessed your clean room or data. Such audit capabilities shall be available on a continuous basis, and LiveRamp shall, upon reasonable request, provide supporting documentation covering the preceding one-year period.

6. ATS PRODUCT PROTECTIONS

If you are a customer, publisher, advertiser, agency, technology provider or other customer that is a LiveRamp Authenticated Traffic Solutions (“ATS”) client, LiveRamp will continue to make ATS available to you on non-discriminatory terms. LiveRamp will continue to maintain encrypted identity envelopes that contain no personally identifiable information or media cost or transactional data.

With respect to each ATS client:

(a) LiveRamp will maintain network architecture and access controls designed to ensure that each client's campaign data is used solely for that client's benefit; and

(b) LiveRamp will maintain auditability sufficient to verify that no unauthorized users have accessed its data.

7. CUSTOMER DATA PROTECTION

Publicis will not access, ingest, or use your customer data that is held by LiveRamp other than as authorized by you. Absent your authorization, customer data will not be transferred to, commingled with, or used to develop, train, or improve products or services of Publicis.

Both Publicis and LiveRamp will maintain technical access controls, logical separation, and access logging designed to enforce this restriction.

Upon termination of the use of LiveRamp to provide services under this contract and Addendum, LiveRamp will promptly destroy your Confidential Information (as defined below) in its possession, unless LiveRamp is required to retain a copy of the data solely to meet legal or regulatory requirements or otherwise authorized by you. Upon request, LiveRamp will certify such destruction in writing.

8. INFORMATION SAFEGUARDS

LiveRamp and Publicis will establish and maintain policies, procedures, and technical safeguards designed to prevent Confidential Information of customers and partners obtained through the operation of the LiveRamp business from being shared with, disclosed to, or otherwise made accessible by Publicis's agencies, media buying, consulting, or advertising businesses, except as expressly authorized in writing by you or as required by applicable law or regulation. For the avoidance of doubt, Publicis may access such Confidential Information as is required to provide administrative functions to LiveRamp, including with respect to LiveRamp's billing, financial reporting, tax, audit, legal compliance, corporate governance, and customary approvals, and for purposes of ensuring compliance with this Addendum.

For purposes of this Addendum, "Confidential Information" means all information received from you that is not in the public domain except for any information that was or becomes generally available to the public (other than as a result of disclosure by LiveRamp or Publicis), or is otherwise designated as "competitively sensitive" by you, and includes, without limitation, bidding strategies, campaign performance data, pricing data, audience segment compositions, customer identity graphs, measurement data, end of month usage reports, and contractual terms of LiveRamp customers and partners, or other related information that could be used to obtain competitive insights about your business. Your Confidential information includes aggregated, pseudonymized, and de-identified personal information processed or ingested by LiveRamp or derived from personal information processed or ingested by LiveRamp.

Publicis and LiveRamp will provide training to relevant personnel regarding the requirements of this Section and will maintain records of such training. Compliance with the information safeguard obligations set forth in this Section shall be subject to audit as described in Section 12 of this Addendum.

9. INTEROPERABILITY

Publicis will support interoperability between LiveRamp standalone products and services and third-party advertising, marketing, measurement, retail media, and technology platforms without preferential treatment for Publicis's own products or services.

Nothing in this Section requires LiveRamp to maintain an integration with a third-party where the counterparty:

- (a) declines to accept LiveRamp's standard commercial or data-protection terms;
- (b) fails to provide reciprocal technical cooperation;
- (c) presents a security or compliance risk;
- (d) ceases operations; or
- (e) is in material breach of its agreement with LiveRamp.

10. NO PREFERENTIAL TREATMENT

Publicis and LiveRamp will not condition access to pricing, product functionality, roadmap priorities, technical integration, or customer support for LiveRamp standalone products and services on a customer's purchase or use of Publicis's affiliated services, or on a customer's decision to authorize the sharing of information with Publicis, Publicis's affiliated agencies, media, data, or marketing businesses, or the clients of those Publicis businesses.

Publicis will not obtain preferential treatment for its own affiliates of LiveRamp's standalone products and services that are not made available on substantially equivalent terms to similarly situated customers.

11. GOVERNANCE

Publicis and LiveRamp will adopt and maintain written policies and procedures governing non-discrimination, confidentiality, and operational independence consistent with the obligations set forth herein. Such policies will be distributed to all personnel of the LiveRamp business and relevant Publicis affiliates whose functions relate to the LiveRamp business.

12. MONITORING AND AUDIT

Publicis will engage an independent industry-standard provider that routinely performs SOC-2 audits to conduct the periodic audits specified in this Section. Such audit will be conducted every six months for the first two years following the Closing Date, and once a year for every year thereafter, and shall cover compliance with the data protection, privacy, and security commitments set forth in this Addendum for the preceding six-month and one-year period, respectively. LiveRamp, upon reasonable request, will provide a copy of the audit to you. Such independent provider will also confirm compliance with the non-discrimination commitment for the relevant reporting period. In addition, unless you otherwise agree, for five years from the Closing Date, LiveRamp will (i) abide by the audit and reporting provisions in the TOS and any other agreements you have with LiveRamp regarding any breaches of data protection, privacy, and security that may affect you as a customer of LiveRamp; (ii) notify you of any breach of these commitments that involve your data; and (iii) have conducted, if requested by you in and at your expense, up to once a year, an audit of compliance of LiveRamp's data protection, privacy, and security obligations to you.

13. DISPUTE RESOLUTION

In addition to any rights you have under your contract with LiveRamp, any dispute arising from this Addendum that is not adequately addressed by, as applicable, Publicis and LiveRamp, may be escalated by you to Publicis's Chief Compliance Officer, who will have the dispute investigated as promptly as possible, in no longer than a one month time period after notice from you, unless otherwise agreed to by you.

If the dispute is not resolved by Publicis's Chief Compliance Office, then Publicis and LiveRamp agree to mediate your dispute with Publicis and LiveRamp before an independent mutually selected mediator.

14. Effect of Addendum

For the avoidance of doubt, except as otherwise expressly provided herein, nothing in this Addendum shall modify or supersede the terms of your contract with LiveRamp, including with respect to the identity of the contracting parties, venue, and choice of law.