These Terms were last updated March 2024

GROUPM PUBLISHER TERMS AND CONDITIONS

This Agreement sets out the terms upon which Media Company will deliver advertising campaigns booked by Agency on behalf of Advertiser and is between: (1) the Media Company / Publisher named on the IO ("**Media Company**"); and (2) the Agency on behalf of the Advertiser (each of whom are named on the IO). It is effective on and from the date the IO is accepted by the parties, or the date Media Company commences delivery of the Campaign, whichever is earlier.

References to the "**Agreement**" are to: (i) sections 1 to 17, below, (ii) the Standard Terms, overleaf, (iii) each of the exhibits annexed hereto to the extent applicable to the Campaign (collectively the "**Terms**"), and (iv) the IO submitted by the Agency describing the Campaign to be delivered by, and the consideration payable to, the Media Company.

In line with industry expectations in the United States, the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (Version 3.0) (found at http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf) have formed the starting point and basis for this Agreement.

IT IS AGREED AS FOLLOWS:

1. The IO may include additional terms which also form part of the Agreement, provided such additional IO terms have been approved in writing (email sufficient) by an officer of the Agency.

2. Capitalized terms shall have the meanings given in the body of the Agreement or in the definitions section of the Terms.

3. Agency is concluding this Agreement acting as agent for a disclosed principal on behalf of the applicable Advertiser named in the IO ("**Advertiser**") and this Agreement is, therefore, a legally binding agreement between the Advertiser as a disclosed principal represented by the Agency, and the Media Company. Agency's obligations under this Agreement are limited to those sections, which specify obligations to be fulfilled by the Agency in its own right, as opposed to on behalf of the Advertiser.

4. This Agreement is not intended to govern event sponsorships and / or experiential activity. Additional / alternative terms will need to be agreed between the parties for these activities.

5. Media Company's services involving the development of custom content ("**Custom Material**") will be in accordance with Exhibit 6, unless the parties have agreed a separate custom content addendum or agreement which supersedes and replaces the terms pertaining to Custom Material included in this Agreement.

6. Media Company's services involving Lead Generation Services (as defined in Exhibit 5) will be in accordance with Exhibit 5, unless the parties have agreed a separate contract or addendum for lead generation services which supersedes and replaces the terms pertaining to Lead Generation included in this Agreement.

7. Any of the media agencies listed at Exhibit 1 may require that Media Company delivers a Campaign in accordance with this Agreement. The Agency named in the IO is the "**Agency**" for the purposes of this Agreement but is not responsible for the acts and omissions of the other agencies referred to in Exhibit 1. Termination of this Agreement shall not terminate or otherwise impact Media Company's agreements with other agencies nor Agency's other agreements with Media Company on behalf of other advertisers.

8. If the Campaign has been purchased through a DSP or other buying platform / managed service, then whilst Agency will make payment to the DSP under terms agreed with the DSP, delivery of the Campaigns and the Media Company's obligations will otherwise be subject to this Agreement.

9. This Agreement also applies to the extent the Campaign is booked or confirmed via Media Company's self-service user interface or platform and, for the purposes of interpretation of this Agreement, the IO refers to and / or includes the Campaign descriptions and details inputted and approved by the Agency via the self-service platform. Any terms and conditions referred to or included within such self-service platform shall be null and void, and shall not apply to this Campaign, even if the Agency has been required to "accept" such terms in order to confirm the Campaign via the platform.

10. If the IO confirms that Media Company may deliver Ads on Network Properties, Media Company will ensure those Network Properties comply with this Agreement and shall be fully liable to Agency / Advertiser for their failure to do so. Media Company is responsible for making payment to Network Properties and under no circumstances shall Agency / Advertiser have any liability to Network Properties, whether for payment or otherwise.

11. Media Company shall provide, on request, the most up-to-date of the following: (a) a written explanation of any commitments it has made, or targets it has set, in relation to its carbon footprint and / or emissions; or (b) a certified, third-party sustainability report conducted in relation to its business in the prior 12 months. Media Company shall use reasonable endeavors to work toward ensuring that its media businesses purchase 100% renewable electricity by deadlines consistent with those of the RE100 initiative https://www.there100.org/.

12. GroupM complies with the Trustworthy Accountability Group Brand Safety Principles. GroupM's ad misalignment policies are here: https://www.groupm.com/groupmusbrandsafetypolicy.

13. If there is any conflict or inconsistency between the various elements of the Agreement, the order of priority will be: the IO (and the agreed additional terms included on the IO), the Exhibits (if applicable), the Terms, then any Policies.

14. Media Company confirms its continued and ongoing compliance with both: GroupM's Data Code of Conduct (available HERE); and WPP's Supplier Code of Conduct (available HERE) (collectively, the "**Codes of Conduct**") and /or such alternative versions of the Codes of Conduct as

may have been expressly agreed with Media Company, in writing.

15. In their performance of the Agreement, the parties will at all times comply with all federal, state, local laws, together with industry regulations and codes, in each case which are applicable to their respective obligations ("**Applicable Laws**").

16. This Agreement is governed by the laws of the State of New York (without regard to its conflict of law principles). The parties all agree that any claims, legal proceedings, litigation or other actions arising in connection with this Agreement will be brought solely and exclusively in the state or federal courts situated in New York, New York, and the parties consent to the jurisdiction of such courts.

17. Each party agrees that if this Agreement has been signed by electronic signature (whatever form the electronic signature takes), that this method of signature shall be conclusive of that party's intention to be bound by this Agreement as if signed by its manuscript signature.

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These Terms were last updated March 2024

TERMS

DEFINITIONS

"**Ad**" or "**Ads**" means the complete advertisement(s) provided by Agency on behalf of an Advertiser to Media Company to be delivered for the Campaign.

"**Advertising Materials**" or "**Ad Materials**" means the artwork, copy, or active URLs, logos, branding materials and other content or assets provided by or on behalf of the Advertiser and comprising and / or included within the Ads or for incorporation within Custom Material.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with such entity.

"**Campaign**" means a series of Ads to be delivered by Media Company on the Sites, as described in the IO and in accordance with this Agreement.

"**CPA Deliverables"** means Deliverables (inventory) purchased / sold on a cost per acquisition basis.

"**CPC Deliverables"** means Deliverables (inventory) purchased / sold on a cost per click basis.

"**CPL Deliverables"** means Deliverables (inventory) purchased / sold on a cost per lead basis.

"**CPM Deliverables"** means Deliverables (inventory) sold on a cost per thousand impression basis.

"**Data Protection Laws**" means applicable laws relating to the processing and protection of Personal Information, including, without limitation, the California Consumer Privacy Act as updated and amended by the California Privacy Rights Act of 2020 ("**CCPA**"); the Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022; the Colorado Privacy Act; the Utah Consumer Privacy Act of 2022 and the Virginia Consumer Data Protection Act, in each case, as changed, supplemented, amended, or replaced thereafter.

"**Deliverable**" or "**Deliverables**" means the inventory and other services delivered by Media Company for a Campaign (*e.g.*, impressions, clicks, or other desired actions).

"**Fraudulent Traffic**" the inclusion in reports, bills or other information and materials associated with this Agreement, of data that counts or uses in calculations, anything other than natural persons viewing actually displayed Ads in the normal course of using any device, including, without limitation, browsing through online, mobile or any other technology or platform. Fraudulent Traffic includes, without limitation, the inclusion or counting of views: (i) by a natural person who has been engaged for the purpose of viewing such Ads, whether exclusively or in conjunction with any other activities of that person (including without limitation via incentivized offers or content that appears to incentivize offers, including through the use of misleading statements); (ii) by non-human visitors, including using invisible methods to generate click-throughs or other actions that are not initiated through the affirmative action of a human User; (iii) combinations of displays directed or redirected by any combination of (i) and / or (ii); and (iv) that are not actually visible to the human eye, discernible to human senses or perceived by a human being.

"**IO**" means the mutually agreed insertion order under which Media Company will deliver the Campaign.

"**Media Company Properties**" are websites or other digital properties, including without limitation connected TV platforms, specified on an IO that are owned, operated, or controlled by Media Company.

"**Network Properties**" means websites or other digital properties (including connected TV platforms and including affiliate websites) specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"**Personal Information**" means any information or data that relates to an identified or identifiable natural person, together with such other information that describes, is capable of being associated with, or could reasonably be linked to an identified or identifiable individual natural person, consumer or household in each case to the extent such data or information is defined and protected as "personal data", "personal information" or "personally identifiable information" under Data Protection Laws.

"**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"**Representative**" means, as to an entity any director, officer, employee, consultant, contractor, agent, and / or attorney.

"Site" or "**Sites**" means the Media Company Properties and Network Properties as described or confirmed on an IO.

"**Term Sheet**" means a separate written document signed or approved by the parties, which confirms certain additional commercial elements for the Campaign, including without limitation any Custom Material and / or Lead Generation services to be included.

"**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

"**Third Party Ad Server**" means Third Party owned technology that serves and / or tracks Ads.

"**Users**" means individuals, natural persons or consumers, accessing, visiting or using the Sites, often referred to as end-users.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. The IO confirms the key commercial details of the Campaign, including the overall Campaign costs payable to Media Company. Where applicable, the IO will also confirm: the type(s) and amount(s) of Deliverables; their price; the maximum amount of money to be spent pursuant to the IO; the Campaign start and end dates; details, including contact information, of any Third Party Ad Server; IOs reporting requirements; special delivery scheduling and / or placement requirements; and specifications concerning ownership of data collected.

b. Availability and Acceptance.

1. Within 2 business days of receiving an IO signed by Agency ("signature" includes electronic signature or any other means of Agency communicating its acceptance of the IO) Media Company will notify Agency if the specified inventory is not available.

2. Media Company's acceptance of the IO (received from and "signed" by Agency) will be deemed to be the earlier of: (i) Media Company's communication of acceptance either in writing, by e-mail, or via Agency's electronic booking system; or (ii) Media Company's display of the first Ad impression.

3. Media Company modifications to the IO received from Agency must be approved in writing by Agency.

c. Revisions to accepted IOs. Revisions to IOs accepted by both parties must be made and confirmed by both parties, in writing.

II. SITES, AD PLACEMENT AND POSITIONING

a. Compliance with IO. Media Company will deliver the Campaign in accordance with the IO, Accordingly:

1. Ads will be placed only on approved Sites, where agreed and comply with all placement restrictions, exclusivity agreements, sizing and positioning requirements,

2. Unless the IO confirms the use of affiliate marketing programs or Network Properties, the Campaign will only be delivered on Media Company Properties,

3. Campaign delivery will (unless expressly stated in the IO) be reasonably balanced across the Campaign term, with impressions (and other Deliverables to the extent commercially reasonable) being evenly disbursed across the Campaign flight, with no front or back loading,

4. Media Company will deliver Ads to the Site(s) specified on the IO when such Site is visited by a User,

5. the start and end date of each creative execution to be delivered for the Campaign must be complied with,

6. on the Campaign start date, banners / Tags (defined below) must be posted in the morning and, unless otherwise instructed by Agency / Advertiser, in writing, must be pulled in the evening (in the relevant time zone) on the Campaign end date.

Any exceptions to the above, and all bonus impressions or other bonus Deliverables delivered after the Campaign end date, must be approved by the Agency in writing.

b. Changes to Sites. Media Company will use commercially reasonable efforts to give Agency at least 10 business days prior notice of any changes to the Sites that would materially change the target audience or, the size / placement of the Ads from that which is confirmed in the IO. If such a modification occurs, Agency may cancel the remainder of the affected placement without penalty within the 10-day notice period or, if Media Company has failed to provide notice, within 30 days of the modification and will not be charged for any affected Ads delivered after the modification.

c. Technical Specifications. Media Company will provide final technical specifications to Agency within 2 business days of IO acceptance. Changes to specifications thereafter will give Advertiser the right to suspend delivery of affected Ads for a reasonable time, without impacting the Campaign end date, unless otherwise agreed by the parties. During such time: (i) Advertiser will send revised Ad Materials; and (ii) Media Company will resize the Ad, at its own cost, with final creative approval of Advertiser, as soon as reasonably practicable in order to fulfil all guaranteed Deliverables confirmed in the IO. If the original Ad / Ad Materials cannot be modified to Advertiser's approval, Media Company will provide Advertiser with a comparable replacement or if the parties, acting reasonably and in good faith, are unable to agree a comparable replacement within 5 business days, cancel the remainder of the affected placement, without penalty.

d. Viewability. If the Campaign is purchased on viewability (as specified in the IO),

1. For display advertising, the Agency, on behalf of the Advertiser, is only required to pay for 100% human viewable impressions, as measured using the viewable impression data, generated by Advertiser's chosen Media Rating Council ("**MRC**") accredited third party vendor ("**Accredited Tool**"), for all tracking, reporting and invoicing purposes. Media Company will accept the Accredited Tool's data as the basis for measurement and payment for all impressions ("**CPM Deliverables**") to be provided under this IO. If Accredited Tool data is not available for all inventory in the Campaign, Agency will extrapolate data from those portions of the Campaign that were measured by the Accredited Tool to the unmeasured portions and pay for the same proportion of impressions under both the measured and unmeasured portions of the Campaign.

2. For all video advertising, Agency will only pay for human user-initiated views that have been verified by the Accredited Tool as having: (i) been displayed with 100% of pixels in view, (ii) been played to 50% of video completed, and (iii) with player audio on throughout.

e. Editorial Adjacencies.

1. Unless the IO expressly indicates that the Advertiser has given a contrary instruction, no Ads or Advertising Materials may be placed on Sites that contain material in the following classes or that associate Advertiser, Ads, or Ad Materials with any of the following:

- unmonitored or open chat rooms or bulletin boards or other areas containing user generated content (Ads can appear on chat rooms and bulletin boards where an editor is screening/approving AT ALL TIMES and other user generated content is permissible to the extent the IO expressly indicates that the Deliverables include "Approved UGC");
- infringement of third party intellectual property rights, other proprietary rights, including rights of publicity or privacy, or the inducement, facilitation, promotion or enabling financial benefit from such infringement;
- activity, including disseminating content, that is:
  - ➢ hateful, threatening, harassing or abusive, violent, defamatory or trade libelous or contains excessive profanity;
  - ➢ liable to incite: racial hatred or other forms of discrimination, including on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability and / or acts of terrorism;
  - ➢ related to illegal drugs or drug paraphernalia;
  - ➢ related to the sale or promotion of counterfeit items, firearms, ammunition or other weapons;
  - ➢ obscene, indecent or pornographic;
  - ➢ harmful to minors;
  - ➢ regarded as internet abuse, including but not limited to activities that promote or facilitate the sending of unsolicited bulk electronic mail;
  - ➢ "fake news" or disinformation;
- Sites containing viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or Personal Information;
- Sites which are harmful, unlawful or illegal or reflect negatively on Advertiser;
- Sites which are: (i) related to alcohol, gambling, cannabis, tobacco, or prescription drugs; or (ii) aimed at children or to a website or online service directed at children (as defined

Children's Online Privacy Protection Act of 1998) unless the IO is signed by an Agency officer and contains explicit instructions to the contrary;

- Sites (or web pages) that are fraudulent and / or are used for sourcing Fraudulent Traffic;
- Sites which are under construction or not in the English language;
- Any of the web sites or other properties listed at the following URL: https://www.groupm.com/mandatoryexclusionlist.

The above requirements being collectively referred to as the "**Editorial Adjacency Guidelines**".

2. Search Engine/Directory Key Word Placements: (i) when Advertiser purchases general impressions (e.g., run of site, run of search, run of remnant inventory and comparable non-targeted inventory), Media Company will not allow Ads to rotate onto any sections or keywords relating to the subjects noted in the Editorial Adjacency Guidelines; and /or (ii) when Ads are purchased as specific to keyword placements, Media Company will not place such Ads in a manner that would allow the reader to "infer" Advertiser association (e.g., one click away) with any of the subjects outlined in the Editorial Adjacency Guidelines.

f. Fraudulent Traffic / Ad Fraud. Media Company confirms that:

1. Ads will not be placed, delivered or redirected to Sites (or emails) that have no content, stacked advertising placements (i.e., one advertising placement placed on top of another), are personal webpages, free hosted pages (e.g., Geosites, Xoom, Tripod, Talk City), or which are otherwise designed to generate Fraudulent Traffic.

2. It will not: (i) alter, modify, eliminate, conceal or render inoperable or ineffective (nor shall it attempt to do any of the foregoing) the links, pixels or advertising Tags or other data provided by or obtained from Agency which allows Agency to measure Campaign performance; or (ii) deliver Ads via pop-ups / unders.

3. It has implemented measures and methodologies (and confirms that the Sites will allow use of the Accredited Tool) which are designed to prevent, detect and report Fraudulent Traffic, and will take steps to prevent the continuation and / or recurrence of occurrences of any Fraudulent Traffic detected.

4. Neither Agency nor Advertiser shall be required to pay for Fraudulent Traffic, and Media Company will therefore not bill Agency / Advertiser for Fraudulent Traffic, regardless of whether such Fraudulent Traffic is identified by Media Company, Advertiser, Agency or a Third Party.

5. If Agency / Advertiser has paid Media Company sums which are subsequently determined as being attributable to Fraudulent Traffic, Media Company shall refund Agency (on behalf of Advertiser) within 5 days and provide reasonably adequate documentation to substantiate the accuracy of the refund.

g. Verification. Agency / Advertiser are permitted to use an Accredited Tool to monitor, block or create segments to prevent Ads from running pre or post bid in breach of the requirements of sub-sections: (d)(*Viewability*), (e)(*Editorial Adjacencies*), and / or (f)(*Fraudulent Traffic*). Media Company shall provide Agency at the point of impression with the referring URL or equivalent (of the location where the Ad is shown) or make the referring URL or equivalent available for Agency to extract itself (at Agency's discretion). Media Company agrees that Agency's decision to block an Ad in accordance with this section shall be final. If Media Company / the Sites do not have the technical capabilities to accept use of Accredited Tools, Media Company (1st party) Campaign delivery data must be shared with Agency, at a daily placement level, within 5 business days of the end of the month in which the Deliverables were provided, in the Agency's required format HERE.

h. Media Company Technologies. The use (by Media Company or its Third Party contractors), methods of operation and capabilities of all tracking or data collection technologies ("**Tracking Technologies**") on the Sites must have been fully disclosed to and approved by Agency prior to use. Under no circumstances may Tracking Technologies include: (i) flash local shared objects (including but not limited to "flash cookies"), (ii) any JavaScript or similar technologies to ascertain the web browsing history of a User; (iii) any technologies that foster "respawning" of cookies (including but not limited to HTML5 local storage, browser cache and so-called "zombie cookies" and /or "supercookies") or otherwise circumvent end-user privacy/data collection preferences (e.g., "fingerprinting"); or (iv) any technologies that do not provide Users with an opportunity to control their use.

i. Rich Media. If an Ad employs Rich Media creative (as defined by the IAB), Media Company must comply with expansion instructions as detailed in the IO (e.g. a skyscraper unit that expands to the right must be placed on the left side of the page).

j. United States Only. Ads are intended for delivery to Users located in the United States unless expressly stated otherwise in the IO.

k. Remedies. If Media Company breaches any of the requirements of this Section II, without limiting Agency / Advertiser's other rights or remedies, Agency (on behalf of Advertiser) will be entitled to receive makegoods or cash back with respect to all affected Deliverables.

III. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice for the Campaign will be sent by Media Company upon completion of the first month'sdelivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Agency's billing address as confirmed on the IO and must include Campaign ID and CPE (Client-Product-Estimate) Code, plus other information reasonably specified by Agency, such as: IO number, Advertiser name, brand name or Campaign name, and any number or other identifiable reference stated as required for invoicing on the IO.

b. Upon request from the Agency, Media Company must provide proof of performance for the invoiced period, which may include access to the reporting described at Section IV, below.

c. Payment Terms.

1. Agency will pay Media Company the net cost of Deliverables (namely, the cost after subtracting Agency commission, if any) as confirmed, and in accordance with the payment / invoicing schedule, in the IO. Payment will be for actual delivery of Ads, pro-rata in arrears (and not in a lump sum) over the previous month. If no payment schedule is specified in the IO, payment will be on a (calendar) monthly basis.

2. Media Company's undisputed and accurate invoices will be paid within 45 days of Agency's receipt but subject always to the sequential liability provisions, below.

3. No invoice shall be sent by Media Company until on or after

30 days from the Campaign start date.

4. Without limiting Advertiser / Agency's other rights or remedies, in no event will: (i) final payment be made unless specified advertising guarantees / terms have been met; or (ii) disputed amounts be paid unless or until the dispute is resolved and, if the resolution requires changes to a prior invoice, a new invoice has been issued reflecting any such changes.

d. Sequential Liability. Unless otherwise stated (by Agency) on the IO, Media Company will hold Agency liable for payment solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company will hold Advertiser solely liable. Media Company understands that Advertiser is Agency's disclosed principal and Agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(d) and Section X(c).

Agency will make every reasonable effort to collect and clear payment from Advertiser on a timely basis. However, Media Company accepts that all invoices (other than corrections of previously provided invoices) must be sent within 90 days of delivery of all Deliverables in the Campaign. Media Company's failure to do so may mean that Agency has not received the applicable funds from the Advertiser or does not have the Advertiser's consent to dispense such funds to Media Company. In which event, Agency will use commercially reasonable efforts to assist Media Company in collecting payment directly from Advertiser or to obtain Advertiser's consent to dispense funds.

Media Company shall notify Agency if it has not received payment in accordance with the terms of this Section III and if it intends to seek payment directly from Advertiser. Media Company may do so only after 90 days have elapsed since providing Agency such notice.

Media Company's failure to send and invoice within 180 days of delivery of all Deliverables in the Campaign will be considered a waiver of its right to be paid for such Deliverables.

Agency's credit is established on a client-by-client basis. If Advertiser proceeds have not cleared for the IO, other Agency advertiser clients will not be prohibited from advertising on the Sites if their credit is not in question.

e. Payment for Custom Material (production). If a Campaign involves Media Company's creation or production of Custom Material, the amounts due for such production (the "**Production Fee**") will be confirmed as a separate line item on the IO. A proportion of the Production Fee may be payable upfront, prior to the Campaign start date, with the remainder being payable following Advertiser's approval of the Custom Material. Agency (on behalf of Advertiser) will pay the Production Fee in the instalments detailed in the applicable Term Sheet or IO but otherwise in accordance with the payment terms of this Agreement.

IV. REPORTING

a. Confirmation of Campaign Initiation. Media Company will, within 2 business days of Campaign start date, confirm to Agency, in writing (or electronically), whether delivery has started.

b. Media Company Reporting. If Media Company is serving the Campaign, Media Company must make reporting available at least weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend / cost, and other variables detailed on the IO (*e.g.*, keywords). Agency and Advertiser are entitled to rely on Media Company's report, subject to provision of Media Company's invoice for such period.

c. Makegoods for Reporting Failure. If Media Company fails to deliver an accurate and complete report weekly or as agreed or if Media Company has delivered an incomplete or inaccurate report, or no report at all, Agency may be entitled to a makegood calculated in accordance with Section VI, below. Media Company must cure any reporting failure within 5 business days of Agency's notice. Failure to do so may result in nonpayment for all activity for which data is incomplete or missing until Media Company delivers reasonable evidence of performance. Which evidence must be provided within 30 days of Media Company's knowledge of such failure or, absent such knowledge, within 180 days of delivery of all Deliverables.

V. CANCELLATION AND TERMINATION

a. Without Cause. Unless designated on the IO (or in the case of Lead Generation or Custom Material, the Term Sheet) as non-cancelable, Advertiser (or Agency on behalf of Advertiser) may cancel the entire IO, or any portion thereof, as follows:

1. for guaranteed Deliverables (including, but not limited to: CPM Deliverables), without penalty by giving 14 days' written notice to Media Company. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO 8 days prior to serving of the first impression, Advertiser will only be responsible for the first 6 days of those Deliverables.

2. for non-guaranteed Deliverables (including, but not limited to: CPC Deliverables, CPL Deliverables, or CPA Deliverables, + some non-guaranteed CPM Deliverables), without penalty by giving one day's written notice to Media Company.

3. for flat or fixed fee Deliverables (including, but not limited to: roadblocks, time-based or share-of-voice buys, and some types of sponsorships), without penalty by giving 30 days' written notice to Media Company. However, with the exception of Custom Material, Deliverables shall only be deemed to be within the scope of this subsection if specifically identified on the IO as requiring a 30-day notice period for termination, otherwise, the notice periods at subsections (1) or (2), above shall apply.

4. for Custom Material provided as part of the Campaign, by giving Media Company: (i) 30 days' written notice at any time during the Campaign; or (ii) 14 days' written notice prior to the Campaign start date, provided that Advertiser shall remain liable for a proportion of the Production Fee in order to reasonably compensate Media Company for production services performed in accordance with this Agreement prior to and including the date the termination notice is provided, together with such additional amounts (if any) to reimburse Media Company for any and all proven (as demonstrated by Media Company's financial records and contracts) Third Party costs paid or irrevocably committed by Media Company, prior to receipt of the termination notice, solely in connection with Media Company's development of the Custom Material in accordance with this Agreement. Media Company shall use reasonable endeavors to mitigate and reduce the Third Party costs payable by the Advertiser in this respect.

5. if under-delivery of the Campaign is 20% or more (as determined by comparing Deliverables actually delivered to Deliverables expected at a given point, assuming even distribution of Deliverables throughout the Campaign), without

penalty, immediately upon written notice, at any time.

b. For Cause. Either Media Company or Agency (on behalf of Advertiser) may terminate this Agreement at any time if:

1. the other party is in material breach of its obligations hereunder, and the breach is not cured in 10 days (or such other notice period as stated in this Agreement for a specific type of breach) of written notice from the non-breaching party; or

2. the other becomes insolvent, unable to pay its debts, or an order is made for its liquidation, administration, winding-up, or dissolution;

3. there is insufficient Media Company inventory, in which case Advertiser (or Agency on behalf of Advertiser) may terminate on written notice; or

4. Agency or Advertiser violates the same Policy 3 times (provided the Policy was provided to Agency or Advertiser in advance of the Campaign, in accordance with this Agreement) and has received timely notice from Media Company of each breach, even if Agency or Advertiser cures the breaches, then Media Company may terminate the IO or placements associated with the breach, on written notice.

c. The acts or omissions of a particular advertiser shall not give Media Company any right to terminate, suspend or take any other action against Agency or Advertiser under this Agreement, or which impact Agency's other advertiser clients.

d. Termination for cause shall mean that no further payments are due to Media Company and notwithstanding any other rights and remedies that may be available, Media Company shall refund all monies previously paid for services or Deliverables not provided in accordance with this Agreement, including without limitation Production Fees attributable to unused or unusable Custom Material.

VI. MAKEGOODS FOR UNDER DELIVERY

a. Notification of Under-delivery. Media Company will monitor Campaign delivery and will notify Agency as soon as possible (no later than 14 days before the IO end date unless the length of the Campaign is less than 14 days) if it believes under-delivery is likely.

b. Makegood Procedure (if required). Pursuant to section III, Agency will make payment to Media Company based on actual delivery of the Deliverables for the previous month. However, if the IO confirms that Agency will pre-pay for all / part of the Campaign, and / or based on estimated delivery and actual delivery for the Campaign falls below the levels confirmed in the IO, and / or if there is an omission of any Ad (placement or creative unit), Agency (on behalf of Advertiser) shall be entitled to a makegood being either (at Agency's discretion): a credit equal to the value of the under-delivered portion of the IO for which it was charged; or if Agency (for the Advertiser) is reasonably current on all amounts owed to Media Company under other agreements for such Advertiser, a refund for the under-delivery equal to the difference between the pre-payment and the value of the delivered portion of the Campaign. Makegoods will not involve extending the Campaign beyond the flight period confirmed on the IO, without the Agency's prior written consent.

VII. BONUS IMPRESSIONS / OVER-DELIVERY

a. Media Company should not "bonus" or over deliver any impressions without Agency's written consent.

b. If Agency uses a Third Party Ad Server, Media Company will not bonus more than 10% above the Deliverables specified on the IO without Agency's prior written consent. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO confirms an impression cap for Third Party Ad Server activity. Media Company will not charge Agency / Advertiser for additional Deliverables above guaranteed or capped levels stated on the IO. If a Third Party Ad Server is being used and Agency notifies Media Company that the guaranteed or capped levels stated on the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery, within 48 hours of receiving such notice, and may either (i) serve any additional Ads itself, or (ii) be responsible for all applicable Ad serving charges incurred by but only: (A) after such notice has been provided, and (B) such charges are for over-delivery of more than 10% above guaranteed or capped levels.

c. If Agency does not use a Third Party Ad Server, Media Company may bonus as many ad units as Media Company chooses (unless otherwise indicated on the IO) but Media Company will not charge Agency / Advertiser for additional Deliverables above levels guaranteed on the IO.

VIII. FORCE MAJEURE

a. Generally. Excluding payment obligations, neither party will be deemed liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to: war, fire, flood, accident, earthquakes, telecommunications line failures or internet downtime, electrical outages, network failures,acts of God, or labor disputes including strikes, industrial actions and lock outs, import or export embargo, terrorism or threat of terrorism, malicious acts of third parties, in each case unless such event and its impact on the performance of this Agreement could have reasonably been avoided by the affected party's action or inaction, and provided always that the affected party takes all appropriate steps to minimize the adverse effects for the others ("**Force Majeure event**"). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within 5 business days to recommend a substitute transmission for the Ad or time period for the transmission. If a substitute time period or makegood is not reasonably acceptable to Advertiser, Media Company will allow a pro rata reduction in the charges payable, and Advertiser will continue to have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. Subject always to the principle of sequential liability as outlined at Section III, if Agency's ability to transfer funds to third parties has been materially impacted by a Force Majeure event, including, but not limited to, failure of banking clearing systems, then Agency will make every reasonable effort to make payment on time, and will be excused for any delays caused by such condition but will not be relieved of its obligations as to the amount of money that is due.

c. Cancellation. If a Force Majeure event continues for 5 business days, Media Company and / or Agency (on behalf of Advertiser) has the right to cancel the remainder of the Agreement without penalty.

IX. AD MATERIALS

a. Submission. Ad Materials submitted by or on behalf of

Advertiser for use by Media Company in connection with the Campaign shall comply with Media Company's Policies, provided Media Company has shared such Policies with Agency reasonably in advance of the Campaign. If Ad Materials do not comply with the Policies, Media Company's sole remedies are as set forth in Section V(b), above, Sections IX (c) and (d), below, and Sections X (b) and (c), below.

b. Late Creative. If Advertising Materials are not received by the IO start date, Media Company will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Ad Materials are not received. However, Media Company agrees that in the event of late delivery of Ad Materials, it will work in good faith to (i) shift the start date of the Campaign if the inventory is available for such shifted start date and (ii) resell the applicable inventory, and Advertiser shall not be charged for late delivery if Media Company has been able to resell the inventory or to the extent Advertiser has purchased all anticipated inventory despite the late delivery. If Ad Materials are late based on non-compliance with the Policies, Media Company is not required to guarantee full delivery of the IO. Media Company and Agency will agree a mutually acceptable resolution once Media Company has received all required Ad Materials in accordance with Section IX(a) but fails to commence the Campaign on the IO start date.

c. Compliance. Media Company reserves the right to reject or remove from its Sites, any Ads for which the Ad Materials, software code associated with the Ad Materials (*e.g.* pixels, tags, JavaScript), or the website to which the Ad is linked: (i) do not comply with its Policies (provided such Policies have been provided to Agency reasonably in advance of the Campaign); (ii) in Media Company's sole reasonable judgment, do not comply with Applicable Laws; or (iii) are reasonably likely to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates. However, if Media Company has reviewed and approved the Ads prior to their use on the Site, Media Company will not (under any circumstances and regardless whether the basis for removal arises under this Section or otherwise) remove Ads and will, instead, make commercially reasonable efforts to acquire mutually acceptable alternative Ad Materials from Agency / Advertiser.

d. Damaged Creative. If Advertising Materials provided by Agency are damaged or not compliant with Media Company's Policies, Media Company will notify Agency within 2 business days of its receipt of such Ad Materials.

e. No Modification. Media Company will not edit or modify submitted Ads or Ad Materials in any way, including, but not limited to, resizing, without Agency (on behalf of Advertiser)'s approval. Media Company will use all Ads and Ad Materials in strict compliance with this Agreement including instructions provided on the IO or in the Term Sheet (if applicable).

f. Trademark Usage. Media Company, on the one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of this Agreement without the other's prior written approval.

g. Creative Changes. Agency/Advertiser are permitted to make changes to Ad Materials during the Campaign. If Agency is able to implement the changes itself, Agency will make reasonable efforts to notify Media Company prior to implementing a change. If the Agency is unable to make the changes itself, Media Company shall implement the changes within 48 hours of the Agency's request, or within such other mutually agreed timeframe.

h. Trafficking Materials. Ad Materials will be sent to Media Company either by email or as otherwise directed (for example uploading to a user interface on Media Company's platform). Ad Materials must be trafficked in accordance with Agency's instructions, including but not limited to creative assets, linking URL, alt text and special copy rotation.

i. Ownership. Ad Materials belong to the Advertiser and will continue to do so. All goodwill generated by the use of Ad Materials pursuant to this Agreement belongs to the Advertiser. Advertiser grants Media Company a limited, non-exclusive, royalty-free license, in the United States, to: (1) publish the Ad Materials within the Deliverables for the Campaign; and (2) if applicable, incorporate Ad Materials within Custom Material created by or on behalf of Media Company in accordance with the applicable Term Sheet and to publish such Ad Materials as part of approved Custom Material; in each case, strictly for the duration and for the purposes of performing this Agreement in accordance with its terms. Except for the rights expressly granted herein, all rights in the Ad Materials are hereby expressly reserved to the Advertiser.

X. INDEMNIFICATION / ASSURANCES

a. By Media Company. Media Company will perform its obligations under this Agreement with care and skill and in accordance with good industry practice. Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of its Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any third party claim, judgment, or proceeding (collectively, "**Claims**") resulting from: (i) Media Company's breach of its representations, warranties or obligations under this Agreement, including without limitation Media Company's display or delivery of any Ad in breach of Section IX(e), or Media Company's breach of its obligations at Sections XII or XIV(a); or (ii) Custom Materials provided by Media Company (excluding any Ad Materials provided by Agency / Advertiser included therein) that: (A) violate any Applicable Laws; (B) infringe the rights of a Third Party; or (C) are defamatory or obscene.

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and each of its Representatives from Losses resulting from any Claims resulting from: (i) Advertiser's breach of Section XII or of its representations and warranties in Section XIV(a), or (ii) the content or subject matter of any Ad or Ad Materials used by Media Company in accordance with this Agreement.

c. By Agency. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement, and that all of Agency's actions related to this Agreement will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Representatives from Losses resulting from Claims resulting from Agency's breach of the foregoing sentence.

d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified

party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not agree to any judgment or settlement, which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

XI. LIMITATION OF LIABILITY

EXCLUDING AGENCY'S, ADVERTISER'S, AND MEDIA COMPANY'S RESPECTIVE OBLIGATIONS UNDER SECTION X OR INTENTIONAL MISCONDUCT BY AGENCY, ADVERTISER, OR MEDIA COMPANY, IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF ANTICIPATED SALES OR BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, AND THE LIKE, INCURRED BY ANOTHER PARTY ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SINCE THE AGENCY'S PRIMARY OBLIGATION HEREUNDER IS TO MAKE PAYMENT TO MEDIA COMPANY ON BEHALF OF THE ADVERTISER, AGENCY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE NO GREATER THAN THE TOTAL CAMPAIGN COSTS PAYABLE TO THE MEDIA COMPANY, AS STATED ON THE IO.

XII: CONFIDENTIAL INFORMATION, DATA USAGE, DATA OWNERSHIP, AND PRIVACY

a. Confidential Information.

1. "**Confidential Information**" means and includes: (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); (ii) the terms of this Agreement; and (iii) information and data provided by the Discloser which, under the circumstances surrounding the disclosure, would be reasonably be expected to be deemed and treated confidential or proprietary information, including without limitation, any information disclosed by a party concerning its business, products, pricing, profits, or clients. Without limiting the foregoing, IO Details (defined below) shall be considered Confidential Information of the parties, Performance Data is Confidential Information of the Advertiser, and Media Company Data is Confidential Information of the Media Company.

2. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care using appropriate measures and processes to protect its secrecy and to avoid its unauthorized disclosure or use.

3. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same for the performance of (or exercise of rights granted under) this Agreement, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as those in this section and on the basis Recipient takes full responsibility for the acts and omissions of its secondary recipients. Disclosure to a third party shall only be with the Discloser's prior consent.

4. Recipient will use Discloser's Confidential Information solely to perform its obligations under and in accordance with and /or as expressly provided for in this Agreement.

5. "Confidential Information" excludes information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by Representatives of Recipient independently of, and without reference to, the Discloser's Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality.

6. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by Applicable Laws or as necessary to establish the rights of either party under this Agreement; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

b. Data Collection, Data Usage and Data Ownership.

1. Additional Definitions. The following terms shall have the following meaning:

- "**IO Details**" are details recorded on the IO including Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

- "**Performance Data**" is data regarding a Campaign collected either via Tags or directly by Agency (or Advertiser) during delivery of the Campaign (*e.g.*, number of impressions, interactions, and header information), including Tag Data (defined below) and other data that identifies or allows identification of the Advertiser, the Campaign, Media Company / Site context, but excluding Media Company Data and IO Details.

- "**Media Company Data**" is any data that is (A) pre-existing Media Company data used by Media Company pursuant to the IO; (B) gathered by Media Company in connection with the Campaign including during delivery of an Ad that identifies or allows identification of Media Company, Sites, brand, content, context, or Users as such; or (C) entered / submitted directly by Users to Media Company on any Media Company Site (other than User Volunteered Data) but in all cases does not identify or allow identification of the Advertiser or the Campaign.

- "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous advertisers and precludes identification, directly or indirectly, of Advertiser or the Campaign.

- "**User Volunteered Data**" is Personal Information collected from Users by Media Company for and at the express request of the Advertiser (as confirmed in the IO or Term Sheet) whether during delivery of, or otherwise in connection with the Campaign, including without limitation any Lead Information (as such term is defined at Exhibit 5), in each case where it is expressly disclosed to such Users that collection of such data is solely on behalf of Advertiser.

2. Unless otherwise authorized by Media Company in writing, Advertiser / Agency will not collect Users' Personal Information for use in cross-context behavioral advertising. Agency / Advertiser's only collection and use of Users' Personal Information pursuant to this Agreement will be for the Approved Purpose (defined below) or as otherwise agreed in writing.

3. As between the Parties, Performance Data belongs to

Advertiser and neither Advertiser nor Agency is required to disclose Performance Data to Media Company. If Performance Data is disclosed to Media Company, or Media Company otherwise has access to it, Media Company may only use such data for performing its obligations under this Agreement and not for any other purpose.

4. Unless otherwise authorized by Agency (on behalf of Advertiser) Media Company will only use IO Details referring to or identifying the Advertiser or the Campaign for performing its obligations under this Agreement and / or for internal reporting or internal analysis.

5. Agency may use Media Company Data and IO Details on an Aggregated basis for internal media planning purposes, including evaluations for its clients and potential clients. Both Agency and Advertiser may use and disclose IO Details and Media Company Data (including to a Third Party or any Affiliate) as may be necessary to confirm Media Company's performance hereunder. Agency will not otherwise use Media Company Data or IO Details identifying Media Company unless Advertiser is permitted to use such data, and will only use such data in a manner which is consistent with the Advertiser's permitted usage as confirmed in this Agreement.

6. Media Company acknowledges and accepts that in connection with the campaign Agency or Advertiser may use tracking and measurement technologies belonging to Third Parties contracted by Agency or Advertiser ("**Third Party Tags**"). These Third Party Tags may be within the ad-server or appended to the Advertising Materials and will be used for one or a combination of the following:

- serving or delivering Ads to the Sites for the Campaign;
- monitoring and measuring delivery of Ads for reporting and invoicing;
- conducting audit and attribution analysis and / or Campaign effectiveness analysis (for example tracking impressions, interactions and conversions);
- screening and monitoring Sites for Fraudulent Traffic, including blocking ad delivery to detected Fraudulent Traffic;
- measuring viewability; and
- monitoring Site content for brand safety purposes and compliance with Editorial Adjacency Guidelines, including blocking ad delivery to content / Sites detected as being non-compliant with Editorial Adjacency Guidelines;

the foregoing being the "**Approved Purpose**"

7. The data collected by Third Party Tags for the Approved Purpose is collectively referred to as "Tag Data". Media Company acknowledges that Tag Data may include Personal Information from or pertaining to Users, such as: cookie IDs, device IDs (including Mobile Advertising IDs (MAIDS) and IP address.

8. Media Company accepts the use of Third Party Tags on the Sites for the Approved Purpose and shall ensure the Sites allow for the lawful use of Third Party Tags and the collection of Tag Data for the Approved Purpose, including without limitation ensuring the Sites contain appropriate disclosures and consent mechanisms to inform Users about the collection of Tag Data and to give them control over, and the ability to withhold their consent to (in each case as required by applicable Data Protection Laws) the collection of their Personal Information for the Approved Purpose. Media Company shall also establish sufficient mechanisms for the communication of User opt-outs to Third Party Tag owners and / or to prevent the sharing of Personal Information with Third Party Tag owners, where Users have exercised their right to opt out (of their Personal Information being shared) in connection with the Approved Purpose.

9. Agency will not use nor authorize the use of Third Party Tags on and / or the collection of Personal Information from the Sites for any purpose other than the Approved Purpose without Media Company's prior written permission.

10. Media Company must not use or modify, decompile, reverse engineer, disassemble, alter or change any Third Party Tags and, in particular, shall not: (1) make any changes that would interrupt the proper functioning of any privacy notification overlays and associated click through destination URLs; (2) manipulate, alter, change, "piggyback" on, gather data from, or otherwise use the Third Party Tags in any way other than for the performance of this Agreement.

11. If and to the extent Advertiser requests (as confirmed on the IO or otherwise in writing) that Media Company shall collect and share User Volunteered Data in connection with or as part of the Campaign, (including but without limitation in connection with any Lead Generation Services) Media Company agrees to enter into an appropriate data processing and protection agreement to govern the terms upon which the Personal Information may be collected and used. User Volunteered Data shall not be shared with or via the Agency.

12. Applicable Regulations. Media Company warrants that it is and shall remain fully compliant with all self-regulatory guidelines relevant or applicable to the Sites and the Deliverables. Each Party will post on its respective website(s) appropriate privacy policies and disclosures as may be required by Applicable Laws.

XIII. THIRD PARTY AD SERVING AND MONITORING

a. Ad Serving and Tracking. Media Company will track Campaign delivery through its own ad server. If Media Company has approved use of a Third Party Ad Server, Agency will track Campaign delivery through a Third Party Ad Server. Agency will not substitute its specified Third Party Ad Server without Media Company's prior written consent. Agency's Third Party Ad Server is deemed approved if Media Company has previously permitted its use or if Media Company does not object to a new proposed Third Party Ad Server within 72 hours of being notified.

b. Controlling Measurement. If both Media Company and Agency (via a Third Party Ad Server or otherwise) are tracking delivery, the measurement used for invoicing and calculating Media Company's fees under this Agreement (the "**Controlling Measurement**") will be:

1. Except as specified in sub-section(b)(3) below, the measurement from the ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the "**IAB/AAAA Guidelines**").

2. If both ad servers are compliant with IAB/AAAA Guidelines, the measurement from the Third Party Ad Server (provided it provides an automated, daily reporting interface and automated delivery of relevant and non-proprietary statistics to Media Company in electronic form approved by Media Company, and Media Company has received access to such interface in the timeframe set forth in sub-section(c), below). If a Third Party Ad Server is used, the Agency's Third Party Ad Server data will be used for Media Company's invoice, regardless of any discrepancy with Media Company's ad server data, or any other data.

3. If neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in sub-section (2), above, cannot be met, the Controlling Measurement will be the Media Company's ad server, unless otherwise agreed by Agency and Media Company in writing.

c. Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other with online or automated access to relevant and non-proprietary statistics from the ad server within one day of Campaign launch. The other party will notify the party with Controlling Measurement if they have not received such access. If online or automated reporting is not available, the party responsible for the Controlling Measurement or Media Company (if Ads are being served by Media Company) will provide placement-level activity reports to the other in accordance with mutually agreed timescales. If both parties have tracked the Campaign from the start date and the party responsible for the Controlling Measurement fails to provide access or reports, then the other party's statistics will be used for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more advertisers, in which case new access for each IO is not necessary. Log-in access to the relevant Third Party Ad Server's statistics shall be deemed sufficient online access for purposes of this section.

d. Third Party Ad Server Malfunction. If Agency is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Agency will have a one-time right to temporarily suspend Campaign delivery for up to 72 hours. Upon written notification by Agency of a non-functioning Third Party Ad Server, Media Company will have 24 hours to suspend delivery. Following that period, neither Agency nor Advertiser will be liable for payment of Ads that runs within the immediately following 72-hour period until Media Company is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period, if Agency has not provided written notification that Media Company can resume delivery under the IO, Advertiser will pay for the Ads that would have run, or are run, and can elect that Media Company serves Ads, which Media Company agrees to do until such time as the Third Party Ad Server is able to serve Ads. If Agency / Advertiser does not require Media Company to serve the Ads, Media Company may use the inventory that would otherwise have been used, for its own advertisements or Third Party advertisements.

e. Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, Media Company will have 72 hours to resume delivery. Any delay beyond this period, without reasonable explanation, will result in Media Company owing a makegood to Advertiser.

XIV. MISCELLANEOUS

a. Necessary Assurances.

1. Media Company represents and warrants that: (i) it has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO in accordance with this Agreement; (ii) it has the full right, power and authority to enter into and perform the Agreement; (iii) its performance of the Agreement does not breach its other agreements with Third Parties; and (iv) the Sites comply with Applicable Laws.

2. Advertiser represents and warrants that: (i) it has all necessary licenses and clearances to use and allow Media Company to use the content contained in the Ads and Advertising Materials in accordance with this Agreement, including any applicable Policies; and (ii) its Ad Materials comply with Applicable Laws.

b. Insurance. Media Company will maintain suitable insurance cover, issued by financially sound and responsible insurance companies, as may be required to cover its liabilities and obligations under or concerning this Agreement, and shall provide evidence of such policies on request. The terms of any insurance or the amount of cover shall not relieve Media Company from any liabilities under the Agreement and it shall be Media Company's responsibility to determine the nature and amount of insurance that will be adequate to satisfy its liabilities under this Agreement.

c. Audit. If reasonably requested, Media Company will participate in and cooperate with any risk, ethics or sustainability audit and / or assessment conducted by WPP plc (Agency parent company), or its third party auditors. Media Company will keep reasonably accurate records (during the term of this Agreement and for 3 years thereafter) relating to its performance of this Agreement and will permit Agency or Advertiser (either themselves or by an agreed nominee), upon 30 days' notice, to audit, examine, make copies of and inspect those records together with any policies applicable to this Agreement and, if an audit indicates Media Company is in breach of this Agreement or has overcharged Advertiser (or Agency on behalf of Advertiser), Media Company shall promptly correct the breach and reimburse the cost of the audit.

d. Assignment. Neither party may resell, assign, or transfer any of its rights or obligations hereunder, without the prior written consent of the other parties. Any attempt to do so will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

e. Entire Agreement. This Agreement together with the Codes of Conduct, plus (i) any Term Sheet signed or approved by the parties referring to the IO or the Campaign; and (ii) if applicable, a Data Protection Agreement; constitutes the entire agreement of the parties with respect to the subject matter referred to in the IO, and supersedes all previous communications, Policies, understandings, and other agreements, relating to the same subject matter. No modification of this Agreement will be binding unless in writing and signed by each of the parties. The terms of any Media Company purchase order, click-through agreement, or other business form that Media Company may use, and any handwritten changes by Media Company, will not form part of this Agreement, nor serve to alter or have any effect on this Agreement.

f. Counterparts. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

g. Third Parties. There are no 3rd party rights under this Agreement.

h. Notices. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically (by email). All notices to Media Company and Agency will be sent to the contact as noted on the IO with a copy to the Legal Department (at uslegal@groupm.com). All notices to Advertiser will be sent to the address specified on the IO.

i. Survival. Sections III, VI, X, XI, XII, and XIV will survive termination or expiration of this Agreement, and Section IV will survive for 30 days after the termination or expiration of this Agreement. In addition, each party will promptly return or destroy

the other party's Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of this Agreement.

j. Headings. Section or paragraph headings used in this Agreement are for reference purposes only and don't affect its interpretation.

k. Severance / Waiver. If any part of this Agreement is held to be unenforceable, the remainder will remain in full force and effect. A party's failure / delay in exercising a right or remedy hereunder will not constitute a waiver of it.

l. Remedies. All rights and remedies hereunder are cumulative.

m. Special Programs. If the Campaign or Deliverables to be provided involve:

1. competitions / prize promotions / sweepstakes, Exhibit 2 shall apply;
2. Influencer (as defined in Exhibit 3) marketing or native advertising, Exhibit 3 shall apply;
3. the Media Company sending emails, newsletters or other electronic communications, Exhibit 4 shall apply;
4. the Media Company's placement of pixels on the Advertiser site(s), Exhibit 7 shall apply;

each of which are incorporated and form part of this Agreement to the extent relevant.

These Terms were last updated March 2024

Exhibit 1
Agencies

Catalyst Online LLC
EssenceMediacom LLC
GroupM Holdings LLC
GTB Agency LLC
Mindshare USA LLC
mSix Communications, LLC
OpenMindWorld, LLC
Wavemaker Global LLC

Plus any other agencies notified in writing by GroupM Worldwide LLC.

Exhibit 2
Competitions, Sweepstakes or Prize Promotions

If and to the extent the IO refers to and / or the Campaign otherwise includes a competition, contest, sweepstake or similar prize promotion (a "**Prize Promotion**"), the terms of this Exhibit apply. The legal responsibility and liability for the Prize Promotion, including without limitation its administration and the appropriateness / requirements for Prize Promotion rules, is Media Company's alone and Media Company shall be fully responsible for all Claims in connection with the same. Media Company represents and warrants that: (1) it will conduct and administer the Prize Promotion in accordance with all Applicable Laws (including without limitation state-specific requirements) pertaining to the administration and delivery of Prize Promotions together with, if applicable, any specific rules or guidelines required by social media platforms and other publishers regarding the administration and delivery of Prize Promotions; and (2) it will not represent or imply that Advertiser or Agency is a sponsor, co-sponsor or otherwise responsible for the Prize Promotion. If requested, Media Company shall provide, for Advertiser's review and approval, a copy of the Prize Promotion rules or terms drafted and published by Media Company in respect of the Prize Promotion. However, Media Company acknowledges that such review does not constitute an opinion as to the legal appropriateness or the adequacy of such rules or their manner of use.

To the extent the Advertiser has requested, in writing, that the Prize Promotion should involve an element of "**Data Capture**" (namely, the collection of User Volunteered Data to be used by the Advertiser for future marketing purposes) the provisions of section XII(b)(11) of this Agreement will apply and in any event Media Company shall ensure that: (1) appropriate disclosure and consent language is made conspicuously available to Users at the point of data collection; (2) Advertiser is given the opportunity to review and approve such disclosure and consent language (although such review / approval does not constitute an opinion as to the legal appropriateness or the adequacy of such language and / or consent mechanisms); (3) only the Personal Information of persons who have expressly consented to their personal data being shared with Advertiser is shared with the Advertiser; and (4) the Data Capture otherwise complies with Applicable Laws, including Data Protection Laws. Media Company shall agree with the Advertiser an appropriately secure mechanism for the transfer of Personal Information from Media Company to Advertiser. Personal Information will not be transferred to or via the Agency.

These Terms were last updated March 2024

Exhibit 3
Influencers / Talent / Native Advertising

To the extent the Campaign involves Media Company's engagement of any influencers or talent (to provide any content or services) and / or any native advertising or similar or related products or services, Media Company will comply with all Applicable Laws concerning native advertising practices and influencer marketing and, in particular, will:

1. unless expressly specified otherwise in the Term Sheet, be responsible for contracting with the influencers or talent involved in the Campaign ("**Influencers**") to perform the services described in the Term Sheet or IO;

2. ensure Influencers:

    (i) incorporate all hashtags and other necessary disclosures as may be required by the Advertiser and / or to comply with Applicable Law or social media platform requirements in all social media and other communications published, distributed or otherwise communicated as part of or in connection with the Campaign and / or at the direction of the Advertiser ("**Communications**");
    (ii) comply with all relevant Federal Trade Commission ("**FTC**")'s Guides (as updated / amended) and associated guidance published by the FTC, as well as influencer guidelines provided by Agency or Advertiser (collectively, the "**Guides**"); and
    (iii) do not act in any way likely or intended to damage or disparage the goodwill or reputation of Advertiser or its products or services.

3. obtain Advertiser's prior written approval before publication of any Communications, it being understood that such approval shall not limit Media Company's obligations;

4. act in accordance with the agreed Term Sheet and the highest of industry standards, together with any requirements communicated by Advertiser with respect to its recruitment, selection, and monitoring of Influencers engaged in connection with this Agreement;

5. implement guidelines, rules and protocols for reviewing and monitoring Influencer activities and Communications throughout the Campaign term, and implement an appropriate system to address problematic Communications and to notify Advertiser and Agency of same;

6. ensure that neither Media Company nor any Influencer will speak about or refer to Advertiser, without disclosing that Advertiser paid for the Influencer's services;

7. if applicable, comply with the FTC Enforcement Policy Statement on Deceptively Formatted Advertisements and Native Advertising: A Guide for Businesses;

8. ensure all native disclosures are clear and conspicuous and allow Advertiser (without limiting Media Company's obligations) the right to approve all native advertising disclosures; and

9. take any other actions or steps to ensure compliance with Applicable Laws and the Guides, including, without limitation, termination of any non-compliant Influencer's participation in the Campaign.

Notwithstanding the termination rights specified elsewhere in this Agreement, Media Company's failure to cure any breach of the requirements set forth in this Exhibit, within 24 hours of receiving notice from Agency or Advertiser, shall be considered an irremediable material breach, entitling Agency (on behalf of Advertiser) to terminate the Agreement pursuant to Section V(b)(1).

All advertorials, native advertising, sponsorship of any content, or any other content provided to or with which the Advertiser is to be associated in any manner, that is provided by or through the Media Company shall be deemed to be Custom Materials and the relevant terms of this Agreement shall therefore apply to such Custom Materials.

Exhibit 4
Emails / Newsletters / Electronic Communications

If and to the extent the Campaign involves Media Company sending emails, electronic newsletters or other electronic communications ("**Electronic Communications**"), which mention or refer to the Advertiser in any manner, Media Company shall ensure that:

(i) the content and the sending of such Electronic Communications complies in all respects with Applicable Laws including the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "**CAN-SPAM Act**");
(ii) each recipient has "opted-in" to receiving Electronic Communications from Media Company and its advertisers (Media Company will provide Agency with proof of such opt-in upon request);
(iii) the Electronic Communication message explicitly states why the recipient is receiving the communication (e.g. "you are receiving this because you asked XYZ magazine to send you information..."");
(iv) the Electronic Communication contains all appropriate removal mechanisms required by the Applicable Laws to allow the recipient to opt-out of receiving similar communications and such mechanisms are clearly and conspicuously displayed and fully functional;
(v) Media Company provides Agency with written confirmation that opt-out requests are and will be complied with in a timely fashion;
(vi) the subject line of the Electronic Communication is not misleading;
(vii) Media Company has suppressed Advertiser's "Do Not Email" list before any mailings are performed;
(viii) Media Company includes Agency and Advertiser on a "seed" list for testing prior to the actual "drop" of the Electronic Communication, and on the list for the actual (non-test) communication; and
(ix) Media Company has and will otherwise comply with the requirements of Applicable Laws.

Without limiting its other rights and remedies, Advertiser shall not be required to pay for any Electronic Communication (or related Deliverables) sent in violation of this Exhibit and shall be entitled to a makegood email drop (at no charge) that satisfies all the terms of this Exhibit.

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These Terms were last updated March 2024

Exhibit 5
Lead Generation Terms

This Exhibit governs the collection of prospective customer contact information ("**Leads**") by Media Company on behalf of Advertiser. Capitalized terms which are not defined in this Exhibit, will have the meanings given elsewhere in the Agreement.

1. TERM SHEET

a. Prior to commencing a Campaign for Lead Generation Services, the parties will agree a Term Sheet in the format provided by the Agency which will specify:

i. the intended use of the Leads by Advertiser ("**Lead Generation Purpose**");
ii. the description of what constitutes a valid Lead ("**Lead Definition**") including any requirements for Leads to be unique to Advertiser ("**Lead Exclusivity**") and / or for Leads to have been generated within a specific time frame **("Lead Age")**;
iii. the acceptable methods Media Agency may use to acquire Leads ("**Lead Sourcing**");
iv. the exact information to be shared by Media Company with Agency and Advertiser for each Lead ("**Lead Information**");
v. the checks against Lead Information ("**Lead Validation**") and against do not contact lists ("**Lead Suppression Lists**") that must be undertaken by Media Company before sharing any Lead Information with Advertiser; and
vi. the method of sharing the Lead Information with Advertiser ("**Lead Transfer**").

b. Once the parties have signed or otherwise approved the Term Sheet, Media Company will undertake to generate Leads for Advertiser as described in the Term Sheet.

2. DATA PROTECTION

a. Media Company will send Lead Information (including User Volunteered Data comprised therein) directly to Advertiser in accordance with the agreed Lead Transfer details. Media Company will not otherwise send or make available any Personal Information to Advertiser or Agency.

b. Agency and Advertiser will not send or make available any Personal Information to Media Company, other than a Lead Suppression List provided by Advertiser as agreed in the Term Sheet.

c. If requested, Media Company will sign an appropriate data protection agreement with Advertiser (or with Agency on behalf of Advertiser) and will process all Personal Information (including without limitation the Lead Suppression List and the Lead Information) in accordance with any such data protection agreement.

d. Notwithstanding the terms of any data protection agreement signed by or on behalf of the parties, Media Company warrants that:

i. it has obtained all necessary consents and permissions from data subjects / consumers to allow the Lead Information to be collected, shared with and used by Advertiser for the Lead Generation Purpose;
ii. it can provide evidence of applicable consent or permission if required by Agency or Advertiser;
iii. it maintains an appropriate privacy policy and privacy disclosures in order to comply with Applicable Laws, including Data Protection Laws;
iv. it has been granted affirmative and verifiable consent from each individual whose Personal Information comprises the Lead to collect their Personal Information and disclose it to Advertiser for use in connection with Advertiser's future marketing of its products / services;
v. it has not obtained any Leads using fraudulent, deceptive, or misleading means or any means that violate any Applicable Law;
vi. it shall not gather Leads on any website or other property that is not expressly disclosed to and been approved by Agency / Advertiser;
vii. it will cooperate with Advertiser in relation to any requests from data subjects / consumers to access or delete their Personal Information or to otherwise exercise their rights under Data Protection Laws; and
viii. to the extent Media Company engages Third Parties to be involved with generating Leads, it ensures those Third Parties comply with the requirements of this section (d).

3. **REPORTING AND PAYMENT**. Notwithstanding anything to the contrary stated elsewhere in this Agreement, payment for lead Generation Services will be as follows:

a. By the second business day of each calendar month during the Campaign term, Media Company shall provide Agency with a report confirming the number of Leads generated and shared (to Advertiser) in the preceding month which are due for billing. This report will be reviewed by Agency and Advertiser against the Lead criteria set out in the Term Sheet. Agency and Media Company will work together in good faith to investigate any Leads identified as not meeting the Lead criteria.

b. Neither Agency nor Advertiser shall be obliged to pay for Leads which do not meet the Lead criteria.

c. Media Company shall invoice in accordance with the payment schedule specified in the IO or monthly, if no payment schedule is specified. Agency will pay Media Company's undisputed invoices in accordance with the Terms.

4. Media Company represents and warrants that Lead Information will: (1) be accurate, complete and true to the best of its knowledge; and (2) be generated in compliance with Data Protection Laws.

5. Media Company will indemnify Advertiser and Agency and keep them fully and effectively indemnified and held harmless from and against all Claims which are due to Media Company's breach of any warranty specified at sections 2 and 4 of this Exhibit.

6. **TERMINATION**. Notwithstanding the termination provisions included elsewhere in this Agreement:

   a. Agency, on behalf of Advertiser, may terminate any Lead generation element of the Campaign upon giving least 30 days written notice to Media Company, provided that Agency (on behalf of Advertiser) shall pay Media Company for all Leads generated in accordance with this Agreement, as of the effective date of termination.

   b. The following shall be considered a material breach entitling the Agency (on behalf of Advertiser) to terminate the Agreement unless remedied within the timescales specified at Section V(b)(1): (i) there is insufficient generation of Leads; (ii) there is insufficient quality of Leads; and / or (iii) Media Company fails to perform in accordance with the terms of this Exhibit. In such cases, Agency shall not make any further payments to Media Company and is entitled to a full refund for any unused or unsatisfactory Leads.

7. Confidential Information includes all Lead information and Lead Suppression Lists.

Exhibit 6
Custom Content Terms

This Exhibit 6 sets out the additional terms governing Media Company's development of Custom Material for publication and delivery by Media Company as part of the Campaign unless to the extent the parties have signed a separate custom content addendum referring to the IO / Campaign.

1. In accordance with this Exhibit, Media Company will develop the Custom Material as described in the applicable Term Sheet and will deliver Custom Material as confirmed in the Term Sheet and IO.

2. Media Company will develop Custom Material in accordance with Advertiser's reasonable instructions and requirements, conforming to all specifications and descriptions detailed in the Term Sheet or otherwise pre-agreed with the Media Company, including via email (the "**Specifications**").

3. Media Company will perform all typical pre-production, production and post-production services with respect to the development and delivery of the Custom Material.

4. Advertiser will supply all Ad Materials required for the Custom Material on or before the Asset Delivery Deadline confirmed in the Term Sheet.

5. Media Company will deliver the draft Custom Material to Advertiser, for approval, on or before the Approval Deadline confirmed in the Term Sheet.

6. Advertiser will confirm its approval of or (if it does not approve) its comments on the draft Custom Material on or before the Approval Confirmation Date, as confirmed in the Term Sheet or otherwise agreed. Failure to do so may be interpreted as the Advertiser's acceptance and approval of the draft Custom Material.

7. If Advertiser does not approve draft Custom Material, it shall endeavor to provide written details of required changes which, if made, would mean its approval would be given. Provided such changes are consistent with the Specifications, Media Company shall (subject to legal or regulatory restrictions) accommodate Advertiser's request, at no additional cost, to ensure Custom Material is available and suitable for publication and delivery on the Campaign start date. If Advertiser requests changes to draft Custom Material which are outside of the Specifications, Advertiser accepts that additional production costs may be payable, and that the Custom Material may not be available for delivery on the Campaign start date. In such circumstances, subject to agreement on production costs, Media Company shall use all reasonable endeavors to revise the Custom Material to enable distribution for the Campaign on or as soon as possible to the Campaign start date or other agreed distribution date.

8. Media Company will not amend approved Custom Material.

9. As is confirmed in the Term Sheet:

    a. EITHER, Custom Material will be owned by Advertiser as a work-for hire (as defined under U.S copyright law) and to the extent any part of the Custom Material is not considered to be a work for hire, Media Company irrevocably and unconditionally assigns to Advertiser, with full title guarantee (in perpetuity and by way of present assignment of future rights), the entirety of all rights, title to and interest in the Custom Material, wherever such rights and interest may exist in the world, including any amendments and extensions thereto. Accordingly, Advertiser is (and its 3rd party licensees are) entitled (but not obliged), at its sole discretion, and without any requirement to make further payment to Media Company, to use and exploit the Custom Material and any secondary, derivative, or ancillary material relating thereto, in any media whether now known or developed in the future, anywhere in the world, without restriction; OR

    b. The Custom Material and all intellectual property rights therein (excluding anything which constitutes Ad Materials) will belong to Media Company, who grants Advertiser a royalty-free, worldwide, exclusive license during the "License Term" confirmed in the Term Sheet, which license will permit Advertiser (and Agency on behalf of Advertiser) to reproduce, store, adapt, distribute and publicly communicate the Custom Material on the "Approved Platforms" confirmed in the Term Sheet during the License Term. The fact that all or any part of the Custom Material remains on public display or in circulation on Approved Platforms after the License Term, shall not give rise to any claim by Media Company or any third party against Advertiser or Agency. In addition, both during and after the License Term, Advertiser and Agency shall have the right to use the Custom Material for non-public corporate, archival, historical, or other internal purposes, as well as industry awards and publicity related thereto. Media Company also grants Advertiser (and Agency on behalf of Advertiser) a license to use Media Company's name, trademark, logo and other indicia, solely in connection with the Custom Material during the License Term. Media Company will cooperate with any reasonable request from the Advertiser to extend the License Term.

10. Media Company's right to use Ad Materials (including as part of and as incorporated in Custom Material) outside of delivering the Campaign in accordance with this Agreement, is only permitted if confirmed in the Term Sheet.

11. Payment of the Production Fee represents the entire payment responsibility of Advertiser / Agency for development and production of the Custom Material. Any overage, expense or expenditure beyond the Media Company's planned production budget shall be Media Company's sole responsibility, and neither Advertiser nor Agency are responsible for such overages.

12. Notwithstanding the assurances provided elsewhere in this Agreement, Media Company represents, warrants and undertakes that:

    a. if Custom Material (excluding Ad Materials) includes a Third Party contribution (including any persons featured therein), it will obtain all necessary permissions and waivers in order to include such contribution in the Custom Material, and to use and grant the rights in respect of the Custom

Material in accordance with this Agreement, and, therefore, neither Agency nor Advertiser will need to obtain or pay for any Third Party permissions or consents for the use and exploitation of the Custom Materials in accordance with this Agreement;

b. the Custom Material will: (i) be accurate, complete and true; (ii) subject to paragraph 12(a), above, be Media Company's own original creation and will not have been copied; (iii) not be defamatory; and (iv) notwithstanding Advertiser's responsibilities specified at section 14, below, comply with Applicable Laws; and (v) not contain viruses, bugs, harmful codes or any other form of defect or contamination which will cause damage to or otherwise impair any digital platforms on which Custom Material may be delivered pursuant to the exploitation of the rights granted herein; and

c. Unless expressly specified on the Term Sheet as being Advertiser's responsibility, Media Company will be responsible for all payments in respect of talent featured in, or otherwise involved in the development of, the Custom Material, including without limitation any payments as may be required by any applicable union agreements, so as to enable both the development of the Custom Material and its exploitation as envisaged by this Agreement. Media Company is fully responsible for determining if payments are required under any relevant union agreements applicable to Media Company and / or talent and for managing such payments.

13. Media Company is not responsible for any part of the Custom Material which constitutes Ad Materials, unless, in breach of this Agreement, Media Company edits or changes Ad Materials without Advertiser's approval.

14. Advertiser is responsible for ensuring that when it approves Custom Material, such approved Custom Materials complies with Applicable Laws which are specific to the Advertisers products, services or industry.

15. Media Company will comply with non-compete and exclusivity requirements specified in the Term Sheet and, if the Term Sheet so specifies, shall not produce content similar or related to the Custom Material during the Restrictive Period for any Competitor. To the extent the Campaign includes Influencer activities, Media Company shall also require that Influencers will not, during the Restrictive Period, accept a materially similar engagement with any Competitor.

16. Termination / Cancellation. Notwithstanding the termination rights specified elsewhere in this Agreement, Media Company's failure to provide Custom Material which complies with the Specifications constitutes a material breach which if not remedied entitles Agency (on behalf of Advertiser) to terminate this Agreement for cause, pursuant to Section V of the Terms.

Exhibit 7
Pixel Usage Policy – Media Company's use of technology on Advertiser web properties

A. Media Company may only use web beacons, pixel tags, 1x1 gifs, cookies, or any other technology or device that is intended or capable of recording consumer information or interactions on an Advertiser website ("Beacons") if disclosed in writing to Agency and the Advertiser has given its express written approval, which approval may be withheld in Advertiser's sole discretion.

B. If Advertiser has given its approval to Media Company's use of Beacons, Media Company must –

i. Unless otherwise approved, in writing, by Advertiser and recorded on the IO, only use Beacons to measure conversions on an Advertiser website and for tracking activities related to targeting of Advertiser Ads by Media Company to Users of Media Company's Properties or, if approved in writing by Agency (on behalf of Advertiser), to Network Properties, in each case, solely for the benefit of Advertiser, and not for the benefit of Media Company, its other advertisers or any other party;

ii. disclose to Agency and Advertiser all details of data collected by the Beacons ("**Data**") including how long Media Company retains such Data, where it is stored, who it is shared with and / or accessible by, and how long its cookies will persist before automatically expiring;

iii. ensure Beacons, gather Data in accordance with, and otherwise comply with all Applicable Laws;

iv. implement commercially reasonable safeguards in the design and hosting of Beacons that are no less rigorous than accepted commercially reasonable Internet practices and shall describe such practices to Agency in writing and notify Agency immediately if it becomes aware of any security vulnerability associated with any Beacons;

v. in the event of a security vulnerability, immediately on request from Agency, remove all Beacons from the Advertiser website(s), suspend all activities related to the Beacons, and take any such measures as are appropriate under the circumstances until the vulnerability is remediated to Agency's and Advertiser's complete satisfaction;

vi. cause the Beacons, when delivered to any entity or any end user, to be free from any viruses, worm or other malicious or unauthorized code or feature, including without limitation, any such code or feature that prevents or interrupts the use of any website or other code that is intended to be used to delete, damage or disable the functionality of any website or other property;

vii. not load any computer program onto an individual's computer, including without limitation programs commonly referred to as adware or spyware; and

viii. during the Campaign term and for a period of 2 years thereafter, keep usual and proper records related to the Beacons and the Data and permit Agency or Advertiser, upon reasonable notice, to audit its records and systems for the purpose of verifying Media Company's compliance with this Exhibit.