This **SOCIAL MEDIA ACCESS ADDENDUM**, together with the Master Terms, DPA and Order Form, forms a part of the Agreement between the Provider signing the applicable Order Form and the Client signing the applicable Order Form. Except as expressly modified by this Social Media Access Addendum, the obligations set forth herein are in addition to, and not in lieu of, those set forth in the Agreement, and all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between this Social Media Access Addendum and the Master Terms, the terms of this Social Media Access Addendum shall govern solely with respect to the subject matter herein. By signing the Order Form, the Parties acknowledge and agree to the terms and conditions of the Agreement, including this Social Media Access Addendum.

1.0 PURPOSE OF SOCIAL MEDIA ACCESS ADDENDUM

1.1 Purpose. The Social Media Access Addendum establishes the terms and conditions to which the Client agrees Provider may access Client's social media accounts to perform the Services contracted for in the Order Form ("**Social Media Purpose**"). Certain terms and conditions not set forth in this Social Media Access Addendum are set forth in the Master Terms, Order Form or elsewhere in the Agreement.

2.0 SOCIAL MEDIA SERVICES

2.1 Social Media Services Generally. During the Term, Provider may access Client's social media accounts to perform or otherwise make the Services contracted for in the Order Form available to Client and/or its Authorized Affiliates (as applicable) in accordance with the terms of the Agreement.

3.0 ACCESS AND USE OF CLIENT'S SOCIAL MEDIA ACCOUNTS; RESPONSIBILITIES

- **3.1 Limited Rights to Access and Use Social Media Accounts.** Upon Client providing Provider with social media login credentials, Client grants Provider and its Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use Client's social media accounts for the Social Media Purpose during the Term. Provider's right to access and use Client's social media accounts begins on the date Client provides login credentials (email sufficient), for the accounts provided, and continues until terminated.
- **3.2** Client Responsibilities. Client is responsible for providing Provider with new login credentials solely for Provider's social media access rather than providing a Client user's existing credentials. Before a campaign goes live, Client is responsible for QA, ad setup, media accuracy, daily pacing, spend monitoring (including overages), and optimizations.
- **3.3 Provider Responsibilities.** Provider will create and upload dynamic image compositions for specified digital campaigns and manage feed-based updates. Provider is not liable for media overspend, pacing, targeting, placement, or channel errors resulting from the access granted hereunder.

4.0 SUSPENSION; TERMINATION

- **4.1 Suspension.** Upon written notice to Provider (email to suffice), Client may suspend Provider's access to and use of any of its social media accounts at any time and for any reason. Provider shall not be liable for any damages incurred by Client, any Client Affiliate's, Authorized Parties or any third party resulting from any such suspension.
- **Termination.** Upon written notice to the other Party, either Party may terminate this Social Media Access Addendum at any time for any reason.
 - 4.2.1 **Effect of Termination.** Upon written notice of termination, Provider's access to Client's social media accounts will immediately cease.

[END OF SOCIAL MEDIA ACCESS ADDENDUM]