

This **AD SERVING 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 Ad Serving 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 Ad Serving Addendum and the Master Terms, the terms of this Ad Serving 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 Ad Serving Addendum.

## 1.0 PURPOSE OF AD SERVING ADDENDUM

**1.1 Purpose.** This Ad Serving Addendum governs Client's use of the Ad Serving Service as specified in the Order Form, subject to the Agreement's terms. Additional terms are set forth in the Master Terms, Order Form, or elsewhere in the Agreement.

## 2.0 DEFINITIONS; ORDERING INSTRUCTIONS

### 2.1 Definitions.

- a. **"Ad Serving Service"** is a Service consisting of one or more of the following: (1) set-up, design and/or production work for advertisements ("Ads"); (2) serving of Ads; (3) adding interactive elements to Ads; (4) development and provision of related Reports; and/or (5) any other Ad serving Services specifically set forth in the applicable Order Form.
- b. **"Impression"** means each individual call to servers used by Provider to return an Ad to the Media and/or to track, measure and/or analyze an Ad.
- c. **"Media"** means any website, mobile website, mobile application, connected TV device or other media, device or platform that is owned or operated by Client, or on which Client is otherwise authorized to sell, optimize, manage, display, measure or analyze advertising. If the Media is owned and operated by a third party, such third party is referred to as a **"Publisher"**.

## 3.0 THIRD PARTY AGREEMENTS; USE OF AN AGENCY

**3.1 Third-Party Agreements.** Where the Order Form or subsequent Ordering Instruction specifies use of one or more Third Party Product(s), Client's use of the Third Party Product may be subject to the applicable third party provider's terms of use, agreements, privacy policies and/or other third-party agreements or terms and conditions (collectively, **"Third-Party Agreements"**). Client is solely responsible for abiding by all applicable Third-Party Agreements. Provider may add or remove integrations with third party providers from time to time. If Client elects to receive any Third Party Products through or in conjunction with the Services, Client hereby authorizes Provider to share data related to or collected in connection with Client's advertising campaigns with the applicable third party provider and Client agrees that data from the Media may be utilized for the purposes of performing cookie syncs with the applicable third party provider as necessary.

## 4.0 FEES AND PAYMENT

**4.1 Fees and Payment.** Client shall pay to Provider the fees set forth in the applicable Order Form and Ordering Instruction. Provider shall provide to Client monthly invoices where monthly fees have been incurred (provided that if Provider has agreed to invoice Client for Third Party Products, Provider may issue invoices for Third Party Products only after Provider has received an applicable invoice from the applicable third-party provider). All payment obligations are non-cancellable, and all amounts paid are nonrefundable. The gross Impressions counted by Provider shall be used as the basis for calculating the amounts owed with respect all per-Impression fees. If there is a discrepancy exceeding ten percent (10%) between the number of gross Impressions counted by Client or its Media Rating Council ("**MRC**") accredited third-party ad server, and the number of gross Impressions counted by Provider, then upon Client's request, the parties will in good faith attempt to resolve such discrepancy by exchanging any data or other information relevant to the disputed amounts of gross Impressions. Notwithstanding the foregoing, Client shall pay any amounts that are not disputed in good faith in accordance with this Section. At Client's request, Provider shall provide copies of the monthly invoices to the Agency or payment processor with whom Client works (collectively, **"Payment Processor"**), in which case Client shall cause such Payment Processor to make all payments due to Provider in accordance with the payment terms and rates contained in this Agreement (provided that the same shall not release Client from its payment obligations in this Agreement). Notwithstanding the foregoing, Client shall remain liable for all payments hereunder. In all cases, Provider will not be responsible for any third-party or Client errors in Impression counting where such errors result in underreported numbers. Provider will collect full payment based on accurate gross Impressions counted after reconciling any errors. All amounts payable to Provider under this Agreement will be made without the right of setoff or counterclaim, and without deduction or withholding. Third-party providers of Third Party Products may increase prices for Third Party Products at any time, with or without notice (although Provider will endeavor to provide Client with notice thereof after Provider has learned of the increase). Any invoice-related dispute with respect to which Client does not notify Provider in writing within fourteen (14) days of Client's receipt of the applicable invoice shall be deemed waived.

**4.2 True-Up.** In the event that the applicable Order Form specifies a minimum annual spend commitment by Client ("**Minimum**

**Annual Spend**"), then with respect to each calendar year during the Order Form term (pro-rated for the number of days in which the Order Form was in effect during such year), Client will pay Provider the greater of (i) the Minimum Annual Spend set forth in the Order Form (or any fee increase made in accordance with the Agreement); or (ii) the fees due by Client calculated in accordance with the Order Form based on Client's actual usage of the Ad Serving Service in such calendar year. The amount due by Client for the difference between the Minimum Annual Spend applicable to each calendar year during the term of the Order Form and the total fees already paid by Client for such year (the "**True Up**") will be included in the last invoice of such calendar year.

**4.3 Post-Termination Charges.** Where a party has provided notice of termination in accordance with the Agreement (other than for the other party's uncured material breach), and existing advertising campaigns have not been completed as of the termination date, Client may continue to use the Ad Serving Service until such campaigns have been completed, and the Term shall be extended until such completion. In any event, Impressions occurring post-termination as a result of failure to cease using any Provider code, tags or pixels immediately upon termination will be payable in accordance with the terms of the Agreement notwithstanding termination.

## **5.0 REPORTING; EXCLUSIVITY**

**5.1 Reporting.** In cases where Client is not the owner and/or operator of the Media on which Ads are placed or measured, and Provider has a contractual relationship with the Publisher of such Media whereby Ads may be served or measured on such Media, Client agrees that Provider may disclose information regarding the performance of the Ads on such Media to that Publisher (including impressions, clicks, and other metrics broken out by date, time and URL) for reporting purposes. Client agrees and acknowledges that Provider may use and disclose information which it has collected or received in connection with the Services in a form that is not identifiable to Client or end users in order to provide, enhance, market, or improve the Services.

**5.2 Exclusivity.** Client shall not use any Competitor for video ad serving during the Term.

**[END OF AD SERVING ADDENDUM]**