

This **MEASUREMENT 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 Measurement 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 Measurement Addendum and the Master Terms, the terms of this Measurement 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 Measurement Addendum.

1.0 PURPOSE OF MEASUREMENT ADDENDUM

1.1 Purpose. This Measurement Addendum governs Client's use of the Measurement 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

2.1 Definitions.

- a. **"Actual TV Spend"** means the gross value of the TV advertising spend uploaded to the Provider Platform for the Measurement Service.
- b. **"Expected TV Spend"** means the TV advertising costs that the Client has committed to in advance.
- c. **"Measurement Service"** is a Service consisting of functionality to model, analyze and measure the unique and duplicated reach, frequency and outcomes of advertisements ("**Ads**") across a combination of cross-platform channels, including digital video, connected TV, and linear TV, and the provision of related Reports, as well as any other Measurement Service specified in an Order Form.
- d. **"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**".
- e. **"Reports"** means the data, reports, analyses and statistics that are generated from the Measurement Service and made available to Client by Provider, whether provided via manual or automated means.
- f. **"User Data"** means: (i) information and statistics relating to a user's response to Client's advertising campaign, which data may include IP address, cookie ID, advertising ID, date/time of User session, url, refurl, actions taken, user ID, information on browser and operating system, and referrer and agent details; and/or phone number, all depending on the type of response being measured (collectively, "**User Response Data**"); and (ii) viewership data comprising information and statistics that relate to a user's exposure to a Client's advertising campaign, which data may include IP addresses and other online identifiers ("**Impression Data**").

3.0 LICENSE; FEES

3.1 License. Subject to the terms of the Agreement, Provider hereby grants to Client a non-exclusive, non-sub-licensable right to access to download, copy and use in perpetuity the Reports for its internal business purposes, including to incorporate content from the Reports in internal documents and to optimize Client's advertising campaigns. Provider disclaims any and all liability relating to any decisions made by Client based on the Measurement Services or the Reports.

3.2 Fees. Provider will invoice the Client for the following fees (each as applicable and as detailed in the Order Form), and Client shall pay same in accordance with the payment terms of the Agreement:

- a. the minimum monthly fees, invoiced monthly in advance ("**Monthly Fees**");
- b. pilot, retro, campaign, or other one-off fees ("**One-Off Fees**");
- c. any other fees as agreed and set out in the Order Form (e.g., per-impression fees); and
- d. In cases where the Monthly Fees or the One-Off Fees are calculated on the basis of Expected TV Spend, if Client's Actual TV Spend exceeds the Expected TV Spend during any given month of the Term, Provider shall invoice Client on a monthly basis for a percentage of the Actual TV Spend that is in excess of the Expected TV Spend, which percentage shall be set out in the Order Form ("**Additional Usage Fees**"), and Client shall pay same in accordance with the payment terms of the Agreement.

4.0 DATA; REPORTING

4.1 User Data. In order to provide the Measurement Service, Provider may provide Client or a third-party provider acting as a service provider on behalf of the Client, with a tag, pixel or other code to collect User Data. Client agrees to provide assistance reasonably necessary to deploy same. Client accepts that Provider may undertake reviews to confirm that the Client's or its third-party provider's data usage is within reasonable limits of Provider's standard data allowances.

4.2 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.

[END OF MEASUREMENT ADDENDUM]