STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS

These Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, are intended to offer media companies and advertising agencies a standard for conducting business in a manner acceptable to both. This document, when incorporated into an insertion order, represents the parties' common understanding for doing business. This document may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, but may be used as the basis for the media components of such contracts. This document is not meant to cover the relationship between a publisher and a network, or direct advertiser buys with publishers.

DEFINITIONS

"**Ad**" means any advertisement provided by Agency on behalf of an Advertiser. "**Advertiser**" means the advertiser for which Agency is the agent under an applicable IO. "**Advertising Materials**" means artwork, copy, or active URLs for Ads.

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

"**Agency**" means the advertising agency listed on the applicable IO.

"**CPA Deliverables"** means Deliverables sold on a cost per acquisition basis. "**CPC Deliverables"** means Deliverables sold on a cost per click basis. "**CPL Deliverables"** means Deliverables sold on a cost per lead basis.

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

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

"**IO**" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

"**Media Company**" means the Albertsons Media Collective.

"**Media Company Properties**" are websites specified on an IO that are owned, operated, or controlled by Media Company.

"**Network Properties**" means 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.

"**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. "Policies" shall include any policies provided to Advertiser or Agency by Media Company as may be amended from time to time, including, policies regarding technology that is designed to track, collect, access, use or disclose users' data

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

"Site" or "**Sites**" means Media Company Properties and Network Properties.

"**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.

"**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 a Third Party that will serve and/or track Ads.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. From time to time, Media Company and Agency may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Agency within two (2) business days of receipt of an IO signed by Agency if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Agency, or (ii) the display of the first Ad impression by Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Agency.

c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

d. Guaranteed Deliverables. Unless specifically stated as "guaranteed", all IOs are non-guaranteed inventory.

II. AD PLACEMENT AND POSITIONING

a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in VI(c), will use commercially reasonable efforts to create a reasonably balanced delivery schedule; provided that Advertiser and Agency acknowledge that, given the nature of Media Company's business, impressions on Sites will vary based on consumer demand. For auction-based inventory, impressions-based placements are not guaranteed and any impression amounts stated in the IO are estimates only. Advertiser will be charged for total impressions delivered, not to exceed the maximum budget for the media platform listed on the IO.

b. Changes to Site. Media Company will use commercially reasonable efforts to provide Agency at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Agency may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

c. Technical Specifications. Media Company will submit or otherwise make electronically accessible to Agency final technical specifications within two (2) business days of the acceptance of an IO. Changes by Media Company to the specifications of already-purchased Ads after that two (2) business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) request that Media Company resize the Ad at Media Company's cost, and with final creative approval of Agency, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days.

d. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads delivered on Network Properties, Media Company and Agency agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to take such reasonable actions as Agency or Advertiser shall request make goods or otherwise address any violations of the Editorial Adjacency Guidelines on Network Properties to Advertiser's reasonable satisfaction Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Agency and Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Agency or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Agency's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use and provided Media Company has direct control over such removal.

III. PAYMENT AND PAYMENT LIABILITY

a. Payment Offset. Any amounts due to Media Company shall be offset against amounts due from Media Company to Advertiser (or Agency on its behalf) under any agreement, or may offset such amounts against any charges for media to be delivered by Media Company.

b. Invoices. In the event no amounts are due from Media Company to Advertiser such that payments under this IO may be offset, an initial invoice will be sent by Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Agency's billing address as set forth on the IO and will include information as agreed on by the parties. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables. Media Company acknowledges that failure by Media Company to send an invoice within such period may cause Agency to be contractually unable to collect payment from the Advertiser. If Media Company sends the invoice after the 90-day period and the Agency either has not received the applicable funds from the Advertiser or does not have the Advertiser's consent to dispense such funds, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser or obtaining Advertiser's consent to dispense funds. Upon request from the Agency, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these Terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Agency for the services provided on a calendar-month basis with the net cost (i.e., the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

c. Payment Date. Agency will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO. Media Company may notify Agency that it has not received payment in such 30-day period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), below, and Media Company may do so five (5) business days after providing such notice.

d. Payment Liability. Unless otherwise set forth by Agency on the IO, Media Company agrees to hold Agency liable for payments 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 agrees to 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 agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. Agency's credit is established on a client-by-client basis. If Advertiser proceeds have not cleared for the IO, other advertisers from Agency will not be prohibited from advertising on the Site due to such non-clearance if such other advertisers' credit is not in question. Upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.

e. Nonpayment; Suspension by Media Company. Without limiting any other remedies of Media Company, Media Company may suspend and/or terminate any current or future IO until such payments are made without notice if Agency or Advertiser fails to pay the fees invoiced by Media Company in accordance with these terms. In the event of nonpayment by Agency or Advertising, Media Company, in its sole discretion, may require payment in advance for any IO.

f. Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this IO. All fees payable by Advertiser are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes. All payments made by Advertiser to Media Company under this IO will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Advertiser will pay such additional amounts as are necessary so that the net amount received by Media Company is equal to the amount then due and payable under this IO.

IV. REPORTING

a. Confirmation of Campaign Initiation. Upon Agency's request, Media Company will, within two (2) business days of the start date on the IO, provide confirmation to Agency, either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Media Company Reporting. If Media Company is serving the campaign, Media Company will make reporting available at least as often as 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 as may be defined on the IO (*e.g.*, keywords).

Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period.

c. Makegoods for Reporting Failure. If Agency informs Media Company that Media Company has delivered an incomplete or inaccurate report, or no report at all, Media Company will cure such failure within five (5) business days of receipt of such notice.

If Agency informs Media Company that Media Company has delivered an incomplete or inaccurate report, or no report at all, Media Company will cure such failure within five (5) business days of receipt of such notice. Failure to cure may result in nonpayment for all activity for which data is incomplete or missing until Media Company delivers reasonable evidence of performance; such report will be delivered 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 as non-cancelable, either party may cancel the entire IO, or any portion thereof, as follows:
   i. With 14 days' prior written notice to the other party, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables.
   ii. With seven (7) days' prior written notice to the other party, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.
   iii. With 30 days' prior written notice to the other party, without penalty, for any flat fee- based or fixed-placement Deliverable, including, but not limited to, roadblocks, time- based or share-of-voice buys, and some types of cancelable sponsorships.
   iv. Advertiser will remain liable to Media Company for amounts due for any custom content or development ("**Custom Material**") provided to Advertiser or completed by Media Company or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Media Company will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.
   v. If Advertisers terminates without cause in accordance with this Section V(a), Advertiser will pay for any Ads actually delivered by Media Company pursuant to the IO up to the date of termination. If Media Company terminates without cause in accordance with this Section V(a), Media Company will continue to deliver Ads pursuant to the IO up to the date of termination.

b. For Cause. Either Media Company or Agency may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, even if Agency or Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. If Agency or Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Agency, then Media Company may terminate the IO and/or placements associated with such breach upon written notice.

c. Discounted Rates. Discounted rates will not apply to cancelled buys; Media Company reserves the right to charge full rates (based on Media Company's standard rate card rate) for cancelled buys.

VI. <u>MAKEGOODS</u>

a. <u>Notification of Under-delivery</u>. Media Company will use commercially reasonable efforts to communicate, either electronically or in writing, if Media Company believes that an under-delivery of Ads of more than 10% is likely. In the case of an actual under-delivery of more than 10%, Advertiser will only pay for Ads actually delivered and the parties agree that makegoods will not be necessary. In the event that Agency or Advertiser has made a cash prepayment to Media Company specifically for the campaign IO for which under-delivery of more than 10% applies, Agency and Media Company will use commercially reasonable efforts to agree upon the conditions of a makegood flight. In no event will Media Company provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Agency. Advertiser understands that any under-delivery of 10% or less shall not be subject to makegoods or reduced payment.

b. <u>Unguaranteed Deliverables</u>. If an IO contains CPA Deliverables, CPL Deliverables, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available.

VII. <u>BONUS IMPRESSIONS</u>

a. <u>With Third Party Ad Server</u>. No Third Party Ad Servers may be used without Media Company's prior written permission. Where Media Company approves of and Agency uses a Third Party Ad Server, Media Company will use commercially reasonable efforts not to bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Agency. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used with the approval of Media Company 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 and Media Company may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with over delivery by more than 10% above such guaranteed or capped levels..

b. <u>No Third Party Ad Server</u>. Where 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. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed on the IO.

VIII. <u>FORCE MAJEURE</u>

a. <u>Generally</u>. Excluding payment obligations, neither Agency nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, pandemic, government mandated stoppage, closures, shutdowns or labor disputes ("**Force Majeure event**"). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Agency, Media Company will allow Agency a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Agency will have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. Cancellation. If a Force Majeure event has continued for five (5) business days, Media Company and/or Agency has the right to cancel the remainder of the IO without penalty.

IX. AD MATERIALS

a. Submission. Agency will submit Advertising Materials pursuant to Section II(c) in accordance with Media Company's then-existing Policies. Media Company's sole remedies for a breach of this provision are 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 Advertising Materials are not received. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO. Media Company and Agency will negotiate a resolution if Media Company has received all required Advertising Materials in accordance with Section IX(a) but fails to commence a campaign on the IO start date.

c. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (*e.g.* pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency.

d. Damaged Creative. If Advertising Materials provided by Agency are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Agency within two (2) business days of its receipt of such Advertising Materials. If Advertiser or Agency fails to provide Media Company with Advertising Materials to replace such damaged, non-compliant or otherwise unacceptable Advertising Materials prior to the scheduled start of the media flight, Advertising Materials will be deemed "late" pursuant to subsection IX(b).

e. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Agency's approval; provided, however, if Agency's approval is delayed then Advertiser's campaign may start late and Media Company has the right to charge the Advertiser for the campaign based on the intended start date.. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.

f. Ad Tags.

i. On-Site Tagging on Media Company Properties

(a) Permitted Technologies. Ads delivered on Media Company Properties may include only those pixels, tags, or other tracking technologies ("On-Site Tagging") that are: (i) provided by Media Company; or (ii) expressly approved in writing by Media Company in advance. Media Company may condition, limit, revoke, or withdraw its approval at any time. Agency and Advertiser may not sublicense, transfer, or permit any third party to use approved On-Site Tagging without Media Company's prior written consent for each specific third party.
(b) Collection and Use Restrictions. Advertiser and Agency shall not collect, access, Process, or enable the collection or Processing of any Personal Information via On-Site Tagging except to the extent expressly authorized by Media Company in writing and solely for campaign measurement and performance verification purposes, and explicitly prohibit any other use. All data collected via On-Site Tagging must be processed and stored exclusively within the United States. (c) Prohibited Uses. Without limiting Section XII of the Agreement, Advertiser and Agency shall not: (i) combine, match, append, merge, or associate any data collected through On-Site Tagging with any other data source, CRM file, or third-party identifier; (ii) use data collected through On-Site Tagging to generate or support profiles, segments, audience models, look-alike models, retargeting pools, or cross-context behavioral advertising; (iii) sell or share such data as those terms are defined under the California Consumer Privacy Act ("CCPA/CPRA"); or (iv) attempt to identify or re-identify any user of Media Company Properties; (v) create or use persistent identifiers with duration longer than the campaign term; (vi) share, disclose, or transfer data to any third party without Media Company's prior written approval of each recipient; or (vii) retain data beyond sixty (60) days following campaign completion. (d) Independent Business (Controller) Status. To the extent On-Site Tagging collects Personal Information, Media Company and Advertiser act as independent businesses under the CCPA/CPRA. Each party is individually responsible for complying with its own obligations, including providing required notices and responding to consumer rights requests related to its Processing activities. (e) Security. Advertiser and Agency shall implement and maintain industry-standard administrative, technical, and physical safeguards to protect data collected via On-Site Tagging and shall notify Media Company within forty-eight (48) hours of discovery of any Data Incident involving such data, and provide Media Company with all information reasonably requested to assess the incident.
(f) Right to Remove Technology. Media Company may remove, disable, or block any On-Site Tagging that violates this Agreement or that Media Company determines, in its sole discretion, poses a privacy, operational, or security risk. (g) Indemnity. Advertiser shall defend, indemnify, and hold harmless Media Company and its Affiliates from any and all Claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to Advertiser's or Agency's On-Site Tagging activities or any breach of this Section 22. (h) Audit Rights. Media Company may, upon fifteen (15) business days' prior written notice and no more than once per calendar year (or more frequently if Media Company reasonably suspects non-compliance), audit or engage a qualified third-party auditor to audit Advertiser's and Agency's compliance with this Section 22. Advertiser and Agency shall cooperate fully with any such audit and provide all information, access, and assistance reasonably requested. All audit costs shall be borne by Media Company unless the audit reveals a material breach, in which case Advertiser shall reimburse Media Company for all reasonable audit costs.

ii. Off-Site Third-Party Tagging

(a) Approval Required. Advertiser and Agency may implement pixels, tags, or other tracking technologies on Network Properties ("Off-Site Tagging") only with Media Company's prior written approval. Media Company may limit or revoke such approval at any time.
(b) Independent Business (Controller) Status. To the extent Off-Site Tagging collects or otherwise processes Personal Information, Media Company and Advertiser act as independent businesses and separate independent controllers under the CCPA/CPRA and other applicable state privacy laws. Neither party shall be deemed a service provider, processor, or contractor to the other with respect to such Processing. Each party is individually and independently

responsible for its own compliance with all applicable privacy laws with respect to its Processing activities. (c) Permitted Uses Only. Advertiser and Agency may use data collected through Off-Site Tagging solely for the following permitted purposes (Permitted Purposes): campaign measurement and reporting for the applicable IO under which the Off-Site Tagging was approved. No other use is authorized. (d) Prohibited Uses. Advertiser and Agency shall not use data collected via Off-Site Tagging to: (i) combine, match, append, merge, or associate such data with Site Data or any other data from Media Company Properties; (ii) create or support profiles, segments, look-alike models, behavioral advertising, or retargeting audiences involving Media Company users; (iii) infer, derive, reconstruct, or attempt to reverse engineer Media Company audiences; or (iv) sell or share such data as those terms are defined under the CCPA/CPRA. (e) Consumer Notices and Rights. Advertiser and Agency are solely responsible for all disclosures, notices of collection, consent mechanisms, "Do Not Sell or Share" obligations, and consumer rights responses related to their Off-Site Tagging. (f) Security Measures. Advertiser and Agency shall maintain reasonable and appropriate safeguards to protect any data collected via Off-Site Tagging and shall promptly notify Media Company of any Data Incident involving such data. (g) Indemnity. Advertiser shall defend, indemnify, and hold harmless Media Company and its Affiliates from any Claims arising out of or relating to Off-Site Tagging or any breach of this Section 22A.

g. 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 these Terms or an IO without the other's prior written approval.

h. Intellectual Property. Excluding Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials and content it creates for the media buy pursuant to the IO. Advertiser and Agency agree that it shall not at any time assert or claim any interest in, or otherwise do anything that may adversely affect the validity or enforceability of, any intellectual property or other proprietary right belonging to Media Company hereunder.

i. License. Advertiser hereby grants to Media Company a nonexclusive, worldwide, royalty-free license to use, copy, modify (only to the extent necessary or as expressly permitted by Advertiser), distribute, publicly perform, and display the Advertising Materials and Ads, which may include Advertiser's trade names, trademarks, logos, or service marks, for purposes of delivering, performing, and measuring the Deliverables and for related promotional activities and other business purposes. Except as expressly provided in this Agreement, neither party grants the other party any express or implied rights or licenses.

j. Advertiser Representations.
    i. Advertiser represents and warrants that Ads and Advertising Materials will not (a) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights; (b) violate any law, statute, ordinance, or regulation regarding the creation and marketing of online materials including without limitation those governing false and/or deceptive advertising; (c) be defamatory or trade libelous; and (d) be pornographic or obscene. In addition, if any Ads or Advertising Materials promote or reference any products or content that are regulated by laws (e.g. alcohol, tobacco, dairy, sweepstakes or contests) ("Regulated Content"), then Advertiser further represents and warrants that: (i) Regulated Content will comply at all times with applicable local and national laws, required or recommended industry codes, guidelines, licenses, and approvals (together, the "Regulatory Requirements") in each jurisdiction where Regulated Content is delivered; (ii) Regulated Content contains all disclosures and terms and conditions required by Regulatory Requirements; and (iii) Regulatory Requirements on the distribution, use, and redemption of Regulated Content, including age restrictions, eligibility requirements, and the like, are complied with by all third parties involved in the same.
    ii. In the event any data or information provided by or on behalf of Advertiser ("Advertiser

Data") includes Personal Information and other personal or personally identifiable data ("PI"), Advertiser represents and warrants that: (a) it complies and shall continue to comply with all applicable laws, rules, and regulations, including in connection with privacy and data protection; and (b) to the extent applicable, it has the full right, authority, permissions, approvals and consents, including from end-users (as applicable), and has made all sufficient disclosures required under applicable law, to allow Media Company (including its service providers) to access, store, collect, analyze, use and process, on Advertiser's behalf for the purpose of the Deliverables, in accordance with the terms of this Agreement, and all PI has been and will be legally acquired, and the PI, and its accessing, storage, collection, analysis, use and processing by Advertiser and/or on its behalf by Media Company for the purpose of the Deliverables, does not and will not infringe any third party's rights. "Personal Information" any information or set of information that identifies, relates to, describes, is capable of being associated with or identifying, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, household, or device, including, without limitation, any inferences drawn about individuals, consumers, households, or devices, or derivatives thereof, and/or any other information that is regulated as "personal data," "personally identifiable information," or "personal information," or similarly protected information under Data Protection Laws, regardless of the medium in which such information is displayed. "Data Protection Laws" means all laws, constitutions, treaties, statutes, orders, rules, regulations and regulatory or administrative guidance, whether with, of, or by any legislative, administrative, judicial, or other government authority, relating to privacy, data security, or protection of Personal Information or similarly protected information applicable to either party in the context of the Agreement, including, without limitation, MA 201 C.M.R. §§ 17.00 et seq., the New York Stop Hacks and Improve Electronic Data Security (SHIELD) Act, the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100–1798.199), and similar privacy and security laws and all related amendments and implementing regulations, as well as all generally applicable industry or self-regulatory standards.

X. INDEMNIFICATION

a. By Media Company. Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party and resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XIV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene, unless Advertiser has approved such Ad Materials in advance of publication. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives, (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting, or (3) actions or decisions that are not within the direct control of Media Company, its Affiliates or Representatives..

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and Network Properties and each of their Affiliates and Representatives, and the owners, operators or controllers of Network Properties from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of this Agreement or Advertisers representations or Advertiser violation of applicable Law, (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Agency or Advertiser at least 14 days prior to the violation giving rise to the Claim), (iii) the content or subject matter of any Ad or Advertising Materials or any Advertiser website content or products or services marketed or sold through an Ad or Advertising Material or through pages or sites to which they link, (iv) Advertiser's alleged failure to pay any fees for rights, including public performance, guild fees, or other fees associated with an Ad or Advertising Materials, (v) the use of any content or technology, other than an Ad or Advertising Materials, provided by Advertiser, Agency or any Advertiser Representative in the performance of the IO, (vi) the pages and sites to which an Ad or Advertising Materials link, and (vii) the gross negligence or willful misconduct of Advertiser.

Advertiser shall be responsible for compliance of the terms of this Agreement by its Agency and Advertiser Representatives, and Advertiser's indemnification obligation above shall extend to any acts, omissions, services and deliverables of its Agency and Advertiser Representatives.

c. By Agency. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under Section XII.

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 acquiesce to any judgment or enter into any settlement, either of 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, damages that result from a breach of Section XII, 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, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages. In addition, excluding claims or liabilities arising from or in connection with each party's obligations under Section X of the IAB Terms as amended herein, a party's breach of Section XII of the IAB Terms as amended herein, or gross negligence or willful misconduct by such party, in no event shall such Party's and/or its Affiliates or Representatives' aggregate liability for any claims or liabilities arising out of or related to this IO exceed the amount paid or payable by Agency or Advertiser to Media Company hereunder.

XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. 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. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.

b. Exceptions. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include 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 employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. 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 law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

c. Additional Definitions. As used herein the following terms shall have the following definitions:

   i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

   ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

   iii. "**Performance Data**" is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details.

   iv. "**Site Data**" is any data that is (A) preexisting Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Properties, brand, content, context, or users as such, including, without limitation, user activity data or user IP addresses when a user visits Media Company's Properties; (C) provided or made available by Media Company to Advertiser and/or Agency in connection with the IO (excluding Performance Data); or (D) entered by users on any Media Company Property other than User Volunteered Data.

v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.

vi. "**Repurposing**" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

vii. "**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 an Advertiser.

d. Use of Collected Data.

i. Unless otherwise authorized by Media Company and subject to the restrictions herein, Advertiser will not: (A) use Collected Data for Repurposing; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(D)(iii); (C) use IO Details of Media Company or Site Data in any manner other than in performing under the IO and for campaign reporting and measurement. Site Data and any copies thereof that are in Agency's or Advertiser's possession or in the possession of any of their Representatives, must be destroyed or erased once Advertiser's campaign with Media Company ends. In addition, Agency and Advertiser may not use Site Data, even Aggregated, as a parameter or signal to create, enhance, or generate profiles, models (including look-alike models) or segments to engage in or facilitate, directly or indirectly, targeting of any individual for Agency, Advertiser or a third party (including without limitation creating any audience segments). No Personal Information may be collected or used by Advertiser, Agency or Advertiser Representative pursuant to any IO unless otherwise explicitly agreed to in writing by Media Company.

ii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose any User Volunteered Data in any manner other than in performing under the IO.

iii. Advertiser, Agency, and Media Company (each a "**Transferring Party**") will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.

e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. Agency, Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

g. Compliance with Law. Agency, Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, codes, judicial or administrative actions, industry standards, platform policies, guidelines, and principles **("Applicable Laws")** which are applicable to their performance of their respective obligations under the IO, and Agency, Advertiser and/or its Representatives will ensure Ads and Advertising Materials, including the content, provided to Media Company will comply with Applicable Laws including compliance with the Americans with Disabilities Act accessibility requirements.

h. Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data from Network Properties on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data from Network Properties to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

XIII. THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)

a. Ad Serving and Tracking. Media Company will track delivery through its ad server and, Agency may not use any Third Party Ad Server without Media Company's prior written consent. Provided that Media Company has approved in writing a Third Party Ad Server to run on Network Properties, Agency may track delivery through such Third Party Ad Server for Ads on Network Properties. Agency may not substitute the specified Third Party Ad Server without Media Company's prior written consent.

b. In all instances, Media Company's ad server will be the measurement used for invoicing advertising fees under an IO and will be the "Controlling Measurement."

c. Ad Server Reporting Access. Advertiser will provide Media Company with online or automated access to relevant and non-proprietary statistics from its Third Party Ad Server within one (1) day after campaign launch. Media Company shall notify Advertiser if it has not received such access. If such online or automated reporting is not available, Advertiser will provide placement-level activity reports to Media Company in the same manner as specified for Media Company reporting in Section IV(b) of the Agreement.

d. Discrepant Measurement. If the difference between the Controlling Measurement and the Third Party Ad Server's measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Media Company and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Advertiser reserves the right to either:
   i. Consider the discrepancy an under-delivery of the Deliverables, whereupon the parties will make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or
   ii. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

e. Measurement Methodology. Media Company will make reasonable efforts to publish, and Advertiser will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

XIV. MISCELLANEOUS

a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser owns and/or will obtain all necessary rights, and pay any fees necessary for, licenses, and clearances including, without limitation, intellectual property rights, to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, and that such content does not and will not infringe upon the rights of any third party.

b. Assignment. Neither Agency nor Advertiser may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. 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.

d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of Idaho. Media Company and Agency (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Idaho, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing by paper, fax, or e-mail communication and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

e. Notice. 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 or by fax. 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. All notices to Advertiser will be sent to the address specified on the IO.

f. Survival. Sections III, VI, X, XI, XII, and XIV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. 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 these Terms.

g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.

h. Agency shall at its own cost and expense acquire and maintain the following insurance coverage with insurers having an A.M. Best rating of at least A- VII or better: (1) Commercial General Liability insurance written on an occurrence form, including but not limited to premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and liability assumed under an insured contract, with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and $1,000,000 Products/Completed Operations aggregate; (2) Umbrella Liability on a follow form basis, with limits of $3 million per occurrence and aggregate in excess of the limits in (1); and (3) Professional Liability/Errors & Omissions (E&O) with limits of $3 million per claim and aggregate. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Media Company, and failure to request evidence of this insurance shall not be construed as a waiver of Agency's obligation to provide the insurance coverage specified.