Addendum to American Association of Advertising Agencies and the Internet Advertising Bureau Standard Terms and Conditions for Internet Advertising

This addendum ("**Addendum**") amends Version 3.0 of the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less set forth by the American Association of Advertising Agencies and the Interactive Advertising Bureau (the "**Standard Terms**" and collectively with this Addendum, the "**Agreement**") for participation by Agency and/or any party for which it purchases or manages advertising ("**Advertiser**") in the OpenX ("**Media Company**") advertising service (the "**Service**"). To the extent that any IO is signed directly by Advertiser and not by any Agency, it is understood that all obligations of both Agency and Advertiser as set forth in the Agreement, shall be deemed obligations of the Advertiser. Except to the extent specifically modified by this Addendum, all other terms and conditions of the Standard Terms remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the meaning ascribed to them in the Standard Terms. To the extent of any conflict between the terms of this Addendum and those of the Standard Terms, the specific terms of this Addendum shall control and any cross-references in the Standard Terms to provisions that have been deleted by the Addendum shall be deemed null and void.

The Parties agree to amend the Agreement as follows:

1. **Section I(a):** replace the first sentence of this section with the following: "From time to time, the Agency may submit IOs under which, if accepted by Media Company, Media Company will place Ads, including without limitation, text, graphic files and/or rich media, in accordance with the terms and conditions of this Agreement. It is expressly understood that Media Company is not a traditional website publisher of Ads. Instead, during the term and subject to the terms and conditions of the Agreement, Media Company will deliver Ads on behalf of Advertiser to Media Company's network of available inventory (the "**Network**") and all references to Media Company's "Site" herein shall be deemed to be references to the Network. Advertiser understands that: (a) Media Company has no obligation to review the Ads; (b) Media Company is not an Ad publisher, but rather is responsible for placement of the Ads using its proprietary technology that facilitates the operation of the Service, (c) the Network consists of third party media companies ("**Publishers**"), (d) Publishers may remove or reject Ads at their discretion, (e) Ads placed on the Network may be subject to additional terms and conditions as are imposed by Publishers and such terms and conditions shall be deemed part of the "**Policies**" as defined herein, and (f) Media Company is not responsible for the acts or omissions of Publishers. Accordingly, any clauses in this Agreement that suggest that Media Company is a traditional publisher of Ads shall be understood, as appropriate, to be references to the Network and the Service."

2. **Section II:** replace this section in its entirety with the following: "Media Company will use reasonable commercial efforts to comply with the IO, including without limitation all Ad placement restrictions, requirements to create a reasonably balanced delivery schedule where possible in light of user-driven or content-driven ad delivery, provided however,

that Media Company does not guarantee the levels or timing of costs per click, click through rates or delivery of any impressions, positioning, clicks or conversions for any Ads, or specific flight/campaign dates, notwithstanding any estimate or other statement thereof provided in any IO or any other document."

3. **Section IV(a):** delete this section and replace with "Intentionally Deleted."

4. **Section IV(b):** delete the second sentence of this section.

5. **Section IV(c):** delete this section and replace with "Intentionally Deleted."

6. **Section IX(e):** add the following to the end of the subsection: "Notwithstanding the foregoing, Agency and Advertiser grant Media Company and Publishers all necessary rights to copy, distribute and display the Ads as necessary to perform hereunder and Media Company may (but shall be under no obligation to) modify Ads as necessary to ensure compliance with any Policies or to otherwise ensure the Ads comply with the technical specifications and requirements of the Service . Advertiser and Agency are solely responsible for all: (a) content of Ads and Ad URLs ("Advertising Materials"), whether generated by or for them (or at their request) and (b) web sites proximately reachable from the Advertising Materials and Advertiser services and products. Advertiser and Agency shall protect their passwords and take full responsibility for their own, and third party, use of their accounts. Agency and Advertiser represent and warrant that: (i) all Agency and Advertiser information is correct and current and (ii) the websites linked from their Ads (including services or products therein) and the Advertising Materials will not violate or encourage violation of any applicable laws or Policies or disrupt the proper functioning of any website in the Network. Notwithstanding any other provision herein to the contrary, Advertiser and Agency agree and acknowledge that Media Company shall have the right to immediately cancel or suspend any IO hereunder without written notice in the event that Media Company determines that a breach of the foregoing representations and warranties has or may occur or that continued performance hereunder may violate applicable law. Advertiser or Agency may grant approvals, permissions, extensions and consents by email, but any modifications to this Agreement proposed by Agency or Advertiser must be agreed to in a writing (not including email) executed by both parties. Any Agency/Advertiser purchase order or other documentation shall not be deemed a modification of this Agreement or otherwise binding on Media Company unless signed in hard copy by an authorized officer of Media Company."

7. **Section XI:** add the following: "or costs of procurement of substitute goods and services" after "loss of information" and (ii) add the following at the end of the subsection: "Notwithstanding any other provision herein to the contrary, in no event shall Media Company be liable in any manner for any claims or damages of any kind arising from or relating to use of the cookies or pixels, and Advertiser agrees and covenants not to assert any claim for any such damages. Additionally, notwithstanding any other provision herein to the contrary, in no event shall Media Company's total, aggregate liability for all claims whatsoever arising out of or relating to this Agreement exceed the amount

actually paid by Agency and Advertiser to Media Company under the IO giving rise to the claim."

8. **Section XII(e):** add the following clause at the end: "provided that notwithstanding the foregoing, Media Company shall not be responsible for any such non-compliance or any liability of any kind that results from Agency's or Advertiser's failure to (i) comply with any applicable Policy or (ii) obtain any necessary consents or permission from any web site visitors that view the Ads."

9. **Section XIII(d):** delete all text after the first sentence and replace with the following: "If the discrepancy cannot be resolved after good faith efforts, then the Agency shall pay based on the average of the Controlling Measurement and the other measurement."

10. **Section XIV(a):** delete the first sentence of this Section.

11. **Section XIV(c):** replace "These Terms and Conditions and the related IO" in the first sentence with the following: "These Terms and Conditions, the Addendum and the related IO."

12. **Section XIV(d):** insert "New York" in the first bracket and "New York, New York" in the second bracket. Add the following at the end of the subsection: "It is expressly understood that this Agreement shall apply to any Deliverables provided to Agency and/or Advertiser regardless of whether the parties have executed an IO for such Deliverables. No terms, provisions or conditions of any Agency/Advertiser purchase order, acknowledgment or other business form that Agency/Advertiser may use or any handwritten changes by Agency/Advertiser will serve to alter or have any affect on the terms of this Agreement."

13. Add the following as a new **Section XV**: "TV LONG FORM VIDEO ADS. To the extent that any Campaign described in any IO involves video ads placed in TV long form video, each party further agrees to abide by the 4A's Standard Addendum for Digital Advertising in TV Long Form Video, available at https://www.iab.com/wp-content/uploads/2018/03/4As-IAB_LFV_Addendum_MARCH2018_FINAL.pdf.