

# LADBIBLE GROUP SUPPLY PARTNER STANDARD TERMS AND CONDITIONS

## DEFINITIONS

**“Ad”** means any advertisement provided by Supply Partner on behalf of an Advertiser.

**“Advertiser”** means any advertiser for which Supply Partner is delivering Ads under the 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.

**“Applicable Data Protection Laws”** means all laws and regulations that apply to the processing of personal data under the IO. In the European Union (and outside the EU, if extraterritorially applicable), this will include: (i) Regulation 2016/679 (General Data Protection Regulation) (“**GDPR**”); (ii) any national laws implementing or supplementing the GDPR, as applicable; (iii) any applicable EU member state implementations of Directive 2002/58/EC (E-Privacy Directive); and (iv) any applicable replacement legislation for (i) to (iii). In the United Kingdom this will include: (i) the UK domestic version of the GDPR (the “**UK GDPR**”); (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any applicable replacement legislation for (i) to (iii). The terms “controller”, “processor”, “process” (and therefore “processes” and “processing”) “personal data” and “data subject” shall have the meanings given in the GDPR or UK GDPR (as applicable).

**“Blocklisted Ads”** means Ads (a) for certain brands or buyers, (b) which link to certain domains (c) or certain product or service categories, or (d) with certain technical attributes, in each case described on the Media Company’s blocklist, as provided to Supply Partner and as updated by Media Company from time to time.

**“Business Days”** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**“Business Hours”** means the period from 9:00am to 5:00pm on any Business Day.

**“C2C SCCs”** means the agreement found at <https://www.ladbiblegroup.com/legal/c2c-sccs-agreement/>, which comprises: (i) module 1 of the standard contractual clauses approved by the EU Commission under Decision (EU) 2021/914; and (ii) the UK Addendum to the EU standard contractual clauses issued by the Information Commissioner under s119A(1) of the Data Protection Act 2018.

**“Claim(s)”** means any claim, judgment or proceeding.

**“CPC Deliverables”** means Deliverables sold on a cost per click basis.

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

**“Deliverable”** or **“Deliverables”** means the inventory delivered by Media Company as specified on the IO (e.g., impressions, clicks, or other desired actions and includes CPC Deliverables and CPM Deliverables).

**“DPA”** means the agreement found at <https://www.ladbiblegroup.com/legal/standard-data-processing-agreement/>, which comprises: (i) the data processing agreement (ii) module 2 of the standard contractual clauses approved by the EU Commission under Decision (EU) 2021/914; and (iii) the UK Addendum to the EU standard contractual clauses issued by the Information Commissioner under s119A(1) of the Data Protection Act 2018.

**“Intellectual Property”** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“IO”** means a mutually agreed insertion order that incorporates these Terms, under which Supply Partner will deliver Ads on Sites for the benefit of Advertisers.

**“Losses”** means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses).

**“Media Company”** means the publisher listed on the IO.

**“Media Company Properties”** are websites specified on the IO that are owned, operated, or controlled by Media Company.

**“Network Properties”** means websites specified on the 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.

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

**“Restricted Transfer”** means a transfer of any personal data which is subject to the GDPR and/or the UK GDPR to a country or territory which does not have the benefit of an EU Commission approved adequacy decision issued under Article 45 GDPR.

**“Site” or “Sites”** means Media Company Properties and, where applicable, Network Properties.

**“Supply Partner”** means the supply partner listed on the IO.

**“Terms”** means these terms.

**“Third Party”** means an entity or person that is not a party to the IO.

**“Third Party Ad Server”** means a Third Party that will serve and/or track Ads.

## **I. INSERTION ORDERS AND INVENTORY AVAILABILITY**

- a. **IO Details.** The IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) Ad specifications, (iv) Ad placement restrictions and (v) where applicable, the identity of and contact information for any Third Party Ad Server.
- b. **Availability; Acceptance.** The IO and these Terms will be deemed accepted upon the earlier of (i) execution of the IO by Media Company and Supply Partner, or (ii) the provision of access to a Site by Media Company to enable Supply Partner to display the first Ad, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the Media Company’s originally submitted IO will not be binding unless approved in writing by both Media Company and Supply Partner.

## **II. AD PLACEMENT AND POSITIONING**

- a. **Compliance with IO.** Media Company will comply with the IO, including all Ad placement restrictions as specified in these Terms and the IO. Media Company will provide access for the Supply Partner to deliver an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Supply Partner in writing.
- b. **Changes to Site.** Media Company will use commercially reasonable efforts to provide Supply Partner 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 Ads. Should such a modification occur with or without notice, as Supply Partner’s sole remedy for such change, Supply Partner 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, Supply Partner 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, include in its Policies, or otherwise make electronically accessible to Supply Partner final technical specifications and security requirements and Supply Partner shall comply with all such specifications and requirements.
- 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 and creative control over the Media Company Properties, and Supply Partner expressly acknowledges and understands the nature and tone of the content that appears on the Media Company Properties. For Ads shown on Network Properties (if applicable), Media Company and Supply Partner agree that Media Company’s sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the sole and exclusive remedy specified below to Supply Partner with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear adjacent to content on the Media Company Properties that violates the Editorial Adjacency Guidelines, Supply Partner’s remedy is to request in writing that Media Company remove the Ads and not invoice Supply Partner for such Ads. After such Supply Partner notification, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. Notwithstanding the foregoing, Supply Partner acknowledges and agrees that it shall not 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 Supply

Partner 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. Supply Partner'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.

- e. Ad Standards. Notwithstanding any other provision in these Terms, Supply Partner shall use commercially reasonable endeavours to ensure (i) the Ads served on the Sites comply with the standards for online advertising published by the Coalition for Better Ads (<https://www.betterads.org>) as may be updated from time to time and the "L.E.A.N." best practice principles for online advertising standards published by the IAB UK and as may be updated from time to time; and (ii) no Blocklisted Ads are served on the Sites. If any Ads which do not conform with this Section are displayed on the Media Company Properties: (a) Supply Partner shall upon notice immediately remove the Ads and prevent any reoccurrence of display of that and any other non-conforming Ad; and/or (b) without prejudice to its other rights or remedies pursuant to these Terms, Media Company shall have the right to remove any such Ads from the Media Company Properties without notice and without liability to Supply Partner.

### **III. PAYMENT AND PAYMENT LIABILITY**

- a. Invoices. Invoices will be sent by Media Company on a calendar-month basis and as specified on the IO. Invoices will be sent to Supply Partner's billing address as set forth on the IO and will include information reasonably specified in writing by Supply Partner and any number or other identifiable reference stated as required for invoicing on the IO.
- b. Payment Date. Supply Partner will make payment 30 days from the date of the invoice, or as otherwise specified on the IO.
- c. Payment Liability. Unless otherwise specified on the IO, Media Company agrees to hold Supply Partner liable for payments due from Advertiser to Supply Partner for Ads placed on the Sites. Without prejudice to Section III (b), Supply Partner agrees to use best efforts to collect and clear payment from Advertisers on a timely basis.

### **IV. REPORTING**

Not used.

### **V. CANCELLATION AND TERMINATION**

- a. Without Cause. Either Media Company or Supply Partner may terminate the IO at any time without cause, upon fourteen (14) days' prior written notice.
- b. For Cause. Either Media Company or Supply Partner may terminate the IO at any time if the other party is in material breach of its obligations hereunder, which breach is capable of remedy and 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 Supply Partner breaches its obligations by violating any Policy, even if Supply Partner cures such breach, then Media Company may terminate the IO or placements associated with such breach upon written notice.

### **VI. MAKEGOODS**

Not used.

### **VII. BONUS IMPRESSIONS**

Not used.

### **VIII. FORCE MAJEURE**

- a. Generally. Excluding payment obligations, neither Supply Partner 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, or labor disputes ("**Force Majeure event**").

- b. Related to Payment. If Supply Partner's ability to transfer funds has been materially negatively impacted by an event beyond the Supply Partner's reasonable control (other than any acts or omissions of any Advertiser), including, but not limited to, failure of banking clearing systems or a state of emergency, then Supply Partner 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 Supply Partner 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 Supply Partner has the right to cancel the remainder of the IO without penalty.

## **IX. AD MATERIALS**

- a. Submission. Supply Partner 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 Sections IX (b) and (c), below, and Sections X(a), below.
- b. 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 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 bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates or Representatives, 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 Supply Partner.
- c. Damaged Creative. If Advertising Materials provided by Supply Partner are damaged, not to Media Company's specifications, Policies or otherwise unacceptable (in Media Company's discretion), Media Company will use commercially reasonable efforts to notify Supply Partner within two (2) Business Days of its receipt of such Advertising Materials. Failure to notify Supply Partner shall not be construed as approval of any Advertising Materials.
- d. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Supply Partner's approval. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.
- e. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- f. Trademark Usage. Media Company, on the one hand, and Supply Partner, 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 the IO without the other's prior written approval.
- g. Intellectual Property Ownership. As between the parties: (i) all Intellectual Property of Media Company including the Sites, all content on such Sites (excluding any Ads), Policies, Media Company Data and Media Company Inventory, is and shall remain the exclusive property of Media Company; and (ii) all Intellectual Property of Supply Partner, including any owned or licensed proprietary technology used by Supply Partner in the performance of its obligations under the IO and these Terms, is and shall remain the exclusive property of the Supply Partner.

## **X. INDEMNIFICATION**

- a. By Supply Partner. Supply Partner will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Supply Partner's alleged or actual breach of Section XII or of Supply Partner representations and warranties in Section XIV(a), (ii) Supply Partner'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 Supply Partner at least 14 days prior to the

violation giving rise to such Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or the IO; or (iv) a breach of applicable laws by Supply Partner, or any claims from data subjects, controllers or penalties imposed upon Media Company by competent authorities, that arise as a result of or connected with any acts or omissions of the Supply Partner.

- b. Supply Partner shall be liable for each of its Affiliates', Representatives' and Advertisers' compliance with the terms of the IO and these Terms as if any such acts and omissions of its Affiliates, Representatives and/or Advertisers were the acts and omissions of Supply Partner itself.
- c. Procedure. The indemnified party/(ies) 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/(ies) without its/their prior written consent.

## **XI. LIMITATION OF LIABILITY**

- a. Excluding Supply Partner's respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Supply Partner, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, or for any damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of the IO, even if such party has been advised of the possibility of such damages.
- b. Media Company's total aggregate liability whether in contract, tort (including negligence) or for any other claims arising out of or related to the IO, shall not exceed the greater of (a) one hundred thousand pounds (£100,000) or (b) the amount paid or payable by Supply Partner to Media Company under the IO for the twelve (12) months preceding the date on which the event giving rise to the claim occurred.

## **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 the 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 a Representative, Affiliate, or Third Party who has a need to know the 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 and these Terms and Recipient shall procure the same from its Representative's, Affiliates and any Third Party it discloses the Confidential Information to.
- 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. "**De-Identified Data**" means data that has all identifying personal data obscured or removed such that the

remaining data does not reasonably identify an individual nor allow a person to identify an individual with reasonable certainty.

- 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. **“Media Company Data”** means (a) data relating to the sale and purchase (or attempted purchase) of the Media Company Inventory through the Supply Partner, including, bid requests and successful or unsuccessful bids (including the value of both the original bid value and any clearing price values), price floors, unique bid IDs, the date and time of each bid, the applicable Media Company Inventory, URL and the Advertiser, data regarding impressions served to the Media Company Inventory (including impression IDs), and any data and/or metadata which is generated as a by-product of any of the foregoing, (b) audience data inferred from URLs, user identifiers, and any data and/or metadata which is generated as a by-product of any of the foregoing, and (c) any/all other personal data in respect of which Media Company is a controller and which is processed by Supply Partner (if any) under the IO (including where Supply Partner processes such personal data as an independent controller).
- iv. **“Media Company Inventory”** means Deliverables on the Media Company Properties designated by Media Company.
- v. **“Permitted Purposes”** means the purposes of: (a) facilitating or executing the sale of Media Company Inventory on behalf of Media Company; or (b) otherwise meeting Supply Partner’s obligations to Media Company under the IO or the Terms.
- vi. **“Processor Activities”** means the processing of Media Company Data carried out by Supply Partner solely on behalf of, and in accordance with the instructions of, Media Company, for the purposes of executing the sale of Media Company Inventory.

d. Roles of the Parties

- i. The parties acknowledge and agree that when Supply Partner processes personal data in the course of undertaking the Processor Activities (if any) in relation to the IO it shall be acting as a processor on Media Company’s behalf. In such circumstances, the parties shall comply with their respective obligations under the DPA (which are hereby incorporated into this IO) in addition to the obligations set out in this Section XII.
- ii. The parties acknowledge and agree that, to the extent that Supply Partner processes personal data in undertaking any other activities in relation to the IO, it shall be acting as an independent controller. For the avoidance of doubt, that includes where Supply Partner independently collects such personal data, enriches personal data provided by Media Company with Third Party data, or otherwise processes such personal data under its own direction or outside the scope of the instructions provided to it by Media Company. In such circumstances, the parties shall comply with the remaining provisions of this Section XII. In addition, if and to the extent that Supply Partner’s processing of Media Company Data as an independent controller involves a Restricted Transfer from Media Company to Supply Partner, the parties shall comply with their respective obligations under the C2C SCCs (which are hereby incorporated into this IO).

e. Use of Media Company Data.

- i. Unless otherwise authorized by Media Company or as specified in Section XII(e)(ii), Supply Partner will not use Media Company Data for any purposes other than the Permitted Purposes. For the avoidance of doubt, this means that Supply Partner shall not: (a) combine Media Company Data which comprises personal data with any other personal data held by Supply Partner or Advertiser; or (b) use Media Company Data to create user or device profiles or to modify previously created user or device profiles; (c) use Media Company Data to create new or modify previously existing audiences, segments or other datasets for the benefit of other clients or customers of Supply Partner or for the benefit of Advertiser; and/or (d) otherwise make use of Media Company Data for Supply Partner’s other clients’ or customers’ or the Advertiser’s benefit.
- ii. Supply Partner may use Media Company Data which is De-Identified Data and is in aggregated form for the purposes of internal analytics, performance measurement, product improvement and fraud prevention.

- iii. Supply Partner shall not disclose Media Company Data to any person or entity (including any Affiliate, Representative or Third Party) except where such disclosure is for the Permitted Purposes and the disclosure is undertaken as set forth in Section XII(e)(iv).
  - iv. Supply Partner (each a “**Transferring Party**”) shall require any person or entity (including any Affiliate, Representative or Third Party) 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.
- f. Privacy Policies. Supply Partner and Media Company shall post on their respective websites their privacy policies/notices (as applicable) and adhere to their privacy policies/notices (as applicable), which will abide by Applicable Data Protection Laws.
- g. Compliance with Law. Supply Partner and Media Company shall at all times comply with all law, regulation and codes of practice applicable to their performance of their respective obligations under the IO, including Applicable Data Protection Laws. Without prejudice to the foregoing, Supply Partner shall not process any personal data in a manner that will or is likely to result in Media Company or its Affiliates breaching their obligations under Applicable Data Protection Laws.
- h. IAB TCF. If and to the extent that Media Company sends Supply Partner user consent signals in accordance with the consent string protocol under the IAB Europe Transparency and Consent Framework (“**IAB TCF**”), Supply Partner shall at all times: (i) maintain approved vendor status under the latest version of the IAB TCF; and (ii) comply with the requirements of, and operate in accordance with, the latest version of the IAB TCF. In particular, where Supply Partner receives a null or “no consent” signal from Media Company in respect of a user, Supply Partner shall (and shall procure that any Third Party buyer or other intermediary within Supply Partner’s supply chain for the sale of Media Company Inventory shall) only deliver non-personalised Ads to that user.

### **XIII. DELIVERY, TRACKING AND AUDIT**

- a. Delivery and Tracking. Supply Partner will track delivery through its Ad server and agrees to provide Media Company with access to such information in accordance with Section XIII(c).
- b. Controlling Measurement. The measurement used for invoicing advertising fees under the IO (“**Controlling Measurement**”) shall be the Supply Partner’s measurement as recorded by its Ad server unless manifestly incorrect in which case the measurement used shall be the Media Company’s measurement by its Ad server.
- c. Ad Server Reporting Access. Supply Partner will provide the Media Company with online or automated access to relevant statistics from the Ad server (which shall at least include statistics on Ad delivery times, CPM Impressions, eCPMs, total Ad revenue, any Supply Partner commission on total Ad revenue and geo data) in real-time once Ads are being placed on the Site.
- d. Record Keeping. Supply Partner shall keep complete and accurate records relating to the delivery of Ads, including the calculation of the Deliverables and the associated payments (“**Payments**”), in each case in a level of detail and granularity so as to enable the verification of the calculation of all Payments made and received in relation to these Terms and the IO (the “**Records**”). The Records shall be kept by Supply Partner for a minimum period of three (3) years from expiry or termination of the IO for any reason.
- e. Audit. At any time during the term of the IO and for a period of three (3) years following expiry or termination of the IO for any reason, Media Company shall be entitled to (whether itself or via a Third Party auditor) audit Supply Partner to ascertain the Supply Partner’s compliance with these Terms and the IO (including correct calculation of Deliverables and Payments ). The audit shall include a review of the Records and any other data, records, systems and/or materials and access to any personnel, in each case which Media Company determines are reasonably necessary, to enable the verification of the Supply Partner’s compliance with the IO and these Terms and the accurate calculation of the Payments paid or payable under the IO. Unless an audit is required by or on behalf of a government or regulatory authority or by a court order, the exercise of Media Company’s audit rights shall be subject to: (i) Media Company giving Supply Partner seven (7) days' prior written notice of its intent to exercise its audit rights; (ii) any such audit being conducted during Business Hours; and (iii) any Third Party auditor entering into suitable confidentiality restrictions.
- f. Discrepant Measurement. In the event that any audit conducted reveals an underpayment of the Payments due under

the IO, without prejudice to Media Company's other rights and remedies, Supply Partner shall promptly pay the balance due to Media Company together with interest calculated in accordance with applicable law. In the event that either: (i) any such underpayment exceeds 5%; or (ii) the audit otherwise reveals a breach by Supply Partner of the IO or these Terms; in each case without prejudice to the Media Company's other rights and remedies, Supply Partner shall be liable for the reasonable costs of the audit.

#### **XIV. MISCELLANEOUS**

- a. Necessary Rights. Media Company warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables subject to these Terms. Supply Partner represents and warrants that: (i) it is licensed, permitted and authorized to share such Ads and Advertising Materials with the Media Company for use as specified by the IO and subject to these Terms; and (ii) the Ads and Advertising Materials and the content therein have all necessary licenses and clearances for Media Company to display the Ads on the Sites in accordance with these Terms, including any applicable Policies.
- b. Assignment and Third Party Rights. Supply Partner shall not 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 the IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns. Neither the IO nor these Terms give rise to any rights of Third Parties under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the IO and/or these Terms.
- c. Entire Agreement and Counterparts. The 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 the IO and these Terms, the terms of the IO will prevail. The IO will be governed by the laws of England and Wales. Media Company and Supply Partner agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in English courts, and the parties consent to the jurisdiction of such courts. No modification of these Terms or IO will be binding unless in writing 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 two days after posting by pre-paid first - class post and immediately if sent during Business Hours by email to the address listed on the IO. For notices sent by email sent outside of Business Hours, notice will be deemed delivered at 9am on the next Business Day. All notices to Media Company and Supply Partner will be sent to the contact as noted on the IO.
- f. Consequences of Termination. If the IO terminates or expires, these Terms automatically terminate or expire. Any termination or expiration shall be without prejudice to a party's accrued rights, remedies and liabilities under these Terms and the IO. Any Section of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiration of these Terms shall remain in full force and effect for the benefit of the parties. For the avoidance of doubt, Sections III, X, XI, XII, and XIV will survive 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. Interpretation of these Terms. Section or paragraph headings used in these Terms are for reference purposes only and should not be used in the interpretation hereof. Any words following terms like, including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.