

GMP ADVERTISING SERVICE SPECIFIC TERMS

1. DEFINITIONS

- 1.1. Capitalised terms not defined in these GMP Advertising Service Specific Terms have the meanings given to them in the General Platform Terms section of the GMP Reseller Terms (found here: <https://legal.dentsu.com/googlereseller#general-platform-terms>).

2. GMP ADVERTISING SERVICES.

- 2.1. License Grant. Upon Customer's execution of an Order Form indicating Customer's acceptance of the GMP Reseller Terms, Company grants to Customer the non-exclusive right to access and use the GMP Advertising Services subject to the terms of the Agreement.
- 2.2. Data Processing Terms. The Data Processing Terms will apply in respect of the Display & Video 360 Service, the Campaign Manager Service (including any add-ons to the Campaign Manager Service) and the Search Ads 360 Service.
- 2.3. Upon Customer's execution of an Order Form and resulting acceptance of these GMP Reseller Terms the Customer:
- 2.3.1. hereby enters into the Data Processing Terms; and
- 2.3.2. warrants that it has read and understood the Data Processing Terms and undertakes to comply with the Data Processing Terms.
- 2.4. With respect to each of the GMP Advertising Services:
- 2.4.1. Customer will always contact Company directly for support, and not communicate directly with Google for support;
- 2.4.2. Google may restrict, in whole or in part, the use of Tags on Customer's behalf in consent-based email publications if Google receives "spam" complaints about any of those email publications; provided that Company will ensure Customer is notified promptly following each such restriction;
- 2.4.3. Customer will not, directly or indirectly, allow any third party, other than Affiliates of Customer or Subcontractors that Customer engages to use the GMP Service(s) as contemplated hereunder, to access or have information about the user interface of any GMP Service(s); and
- 2.4.4. Customer will comply with its agreements with third parties, including Target Properties owners and advertisers, as applicable, when using the GMP Advertising Services.

3. CUSTOMER DATA.

- 3.1. As between Company and Customer, Customer will own all Customer Data and Company will take such actions reasonably necessary to ensure that Customer owns Customer Data; provided that Customer authorises Company and in turn Google to use and disclose such Customer Data solely:
- 3.1.1. as aggregate GMP Service statistics, which will not include Personally Identifiable Information or information that identifies or would reasonably be expected to identify Customer or Target Properties;
- 3.1.2. to provide the GMP Advertising Services and enforce its rights under this Agreement (it being understood and agreed that Customer's non-aggregated data will not be used or disclosed to any third party by Google (except as otherwise expressly permitted by the Agreement) without Customer's written consent); and
- 3.1.3. if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Customer and using reasonable endeavours to provide Customer with the opportunity to seek a protective order or the equivalent (at Customer's expense)).
- 3.2. The retrieval and/or provision to Customer of event-level data or archived reporting data derived from Company's use of GMP Advertising Services may result in additional fees based on storage and service costs which will be invoiced to and payable by the Customer in accordance with Clause 3 (Payments) of the General Platform Terms section of the GMP Reseller Terms.

4. DISPLAY & VIDEO 360 SERVICE.

- 4.1. With respect to the Display & Video 360 Service the terms in this Clause 4 shall apply.

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- 4.2. Customer hereby represents and warrants that:
- 4.2.1. each of its Ad Specifications and other information entered into the Display & Video 360 Service are true and correct in all material respects;
 - 4.2.2. it shall comply with the Display & Video 360 Service Policies attached hereto at Exhibit A; and
 - 4.2.3. it will not, and will not assist or knowingly permit any third party to analyse, decompile, track or otherwise determine the source or location of any Third-Party Data.
- 4.3. Without prejudice to Customer's obligations under this Agreement, if Customer uses the Display & Video 360 Service for interest-based advertising, it must: (i) have all rights necessary to use audience data such as cookie lists; (ii) attach notices to advertisements to make clear that they are interest-based (e.g. by using an "Ad Choices" icon); (iii) disclose clearly any data collection, sharing and use on any site, app, email publication or other property that facilitates interest-based advertising; and (iv) comply with applicable advertising industry regulations, codes of practice (for example, the CAP Code in the United Kingdom) and Internet advertising industry guidelines (e.g. the Self-Regulatory Principles for Online Behavioural Advertising of the Digital Advertising Alliance, or IAB Europe's EU Framework for Online Behavioural Advertising).
- 4.4. Customer acknowledges that Google uses reasonable endeavours to ensure that the Display & Video 360 UI is available for Customer's use at least 99% of the time calculated on a calendar monthly basis, it being understood that Display & Video 360 UI "down" time will exclude time: (i) required for routine system maintenance (it being understood that Customer will be notified at least 2 business days' prior to any such routine maintenance); and/or (ii) resulting from technical malfunctions in the systems of Customer or of any Media Provider or Data Provider, or any other circumstances beyond Company's or Google's reasonable control (including without limitation, Internet delays, network congestion and ISP malfunctions). In the event that unscheduled down time exceeds 1% in any 3 consecutive months or in any 4 months in any 12-consecutive month period (each, a "**Display & Video 360 UI Downtime Period**"), Customer will have the one-time right to terminate the Order Form in respect of the Display & Video 360 Service upon 30 days' prior written notice to Company, subject to such notice being received by Company within 15 days of the end of the Display & Video 360 UI Downtime Period. The remedy set forth in this paragraph is Customer's sole remedy for any and all unavailability of the Display & Video 360 UI.

5. CAMPAIGN MANAGER SERVICE.

- 5.1. With respect to the Campaign Manager Service the terms in this Clause 5 shall apply.
- 5.1.1. Customer will remove, or cause the Target Properties to remove, all applicable Tags from the Target Properties at the completion of each Ad campaign and upon termination of Customer's access to the Campaign Manager Service the subject of an Order Form (it being understood and agreed that, notwithstanding any termination of Customer's access to the Campaign Manager Service, Customer will be liable for all use of Tags until they are removed from the Target Properties).
- 5.1.2. Use of dynamic floodlight may include without limitation the redirecting of requests from a user's browser to entities other than Google, the Customer, or the owner or operator of the Target Properties. In order for a privacy policy to comply with these GMP Reseller Terms, it must cover the collection of data through those redirects.
- 5.1.3. If Customer elects to use the proprietary request for proposal ("**RFP**") module (the "**RFP Module**"), the following terms will apply: the RFP Module is designed to facilitate media planning and buying, including without limitation selection of the Target Properties, management of the RFP process with Target Properties and generation of Insertion Orders and Media Plans. "**Media Plan**" means the selection of Target Properties where a campaign will be executed. "**Insertion Order**" means the written contract which governs the terms of placement on a Target Properties. The RFP Module is part of the Campaign Manager Service.
- 5.1.4. Customer acknowledges that Google uses reasonable endeavours to ensure that the Campaign Manager Service processes Ad requests at least 99% of the time, calculated on a calendar monthly basis as measured by Google from the data centre used by Google to serve Ads on Customer's behalf, it being understood that Ad delivery service "down" time (calculated as the difference between 100% of time in a calendar month and the actual percentage of time during that month that Ad requests are processed) will exclude time resulting from technical malfunctions in the Target Properties' systems, or

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any other circumstances beyond Company or Google's reasonable control (including without limitation, Internet delays, network congestion and ISP malfunctions). Notwithstanding anything to the contrary in this Agreement, in the event that down time exceeds 1% in any month during the Campaign Manager Term, Customer will receive a reduction in fees, credited to the next month's invoice, calculated by multiplying: (i) the Average Impressions Per Hour; by (ii) the down time (rounded to the nearest hour); and by (iii) the effective CPM rate charged by Company for Ads served during that month. The "**Average Impressions Per Hour**" is determined by dividing the total number of Ads served in the previous month by the total number of hours in that month. The remedy set forth above in this paragraph is Customer's sole remedy for any and all unavailability of the Campaign Manager Service.

6. SEARCH ADS 360 SERVICE.

- 6.1. With respect to the Search Ads 360 Service, Customer will remove, or cause the search engine sites to remove, all applicable tracking URLs at the completion of each Ad campaign and upon the termination of Customer's access to the Search Ads 360 Service (it being understood and agreed that, notwithstanding any termination of Customer's access to the Search Ads 360 Service, Customer will be liable for all use of tracking URLs until they are removed from the search engine sites).

7. NIELSEN DIGITAL AD RATINGS SERVICE.

- 7.1. If Customer opts into the Nielsen Digital Ad Ratings Service via the Display & Video 360 UI, Campaign Manager UI and/or their respective Order Form(s), the following terms will apply:
 - 7.1.1. Customer hereby consents to:
 - 7.1.1.1. Google and Nielsen Company (US), LLC and/or its Affiliates (collectively, "**Nielsen**") implementing Nielsen's Digital Ad Ratings product (the "**DAR Product**") for Customer's online advertising campaign(s) that have been enabled by Customer for measurement by the Nielsen Digital Ad Ratings Service;
 - 7.1.1.2. Google receiving Customer's DAR Product reports ("**DAR Reports**") from Nielsen; and
 - 7.1.1.3. Google using Customer's DAR Reports for purposes of: (a) improving and providing the Nielsen Digital Ad Ratings Service in connection with the GMP Advertising Services and other advertising products and services of Google and its Affiliates (collectively, "**Google Group**"); and (b) improving and maintaining the Google Group's inferred demographic data and demographic targeting.
 - 7.1.2. Company reserves the right to limit or suspend Customer's use of the Nielsen Digital Ad Ratings Service hereunder if, as determined by Company, Customer uses the Nielsen Digital Ad Ratings Service such that a material percentage of the Nielsen Digital Ad Ratings Service Ad impressions are associated with entities outside of the country in which Customer is organized as listed in the Order Form or as otherwise agreed with Company.
 - 7.1.3. Customer understands and agrees that the Nielsen Digital Ad Ratings Service may not be available for all campaigns and/or impressions.
 - 7.1.4. Customer acknowledges and agrees that Nielsen owns:
 - 7.1.4.1. all DAR Reports; and
 - 7.1.4.2. all demographic data collected by Nielsen from Nielsen's panelists, data derived by Nielsen based on the foregoing Nielsen panelist data, demographic data licensed by Nielsen from third parties, any other data or information originating from the DAR Product, and any information that Nielsen collects to provide DAR Reports or to operate the DAR Product.
 - 7.1.5. Customer may use a DAR Report solely for forecasting, Pacing (as defined below), and reporting purposes. For purposes of the Nielsen Digital Ad Ratings Service, "**Pacing**" means the use of information about the historic delivery of a campaign against a goal to affect the delivery of future Ad impressions for that particular campaign or other campaign(s).
 - 7.1.6. Customer may share a DAR Report only with relevant third parties involved in the advertising transaction. For example, if Customer is a publisher, Customer may only disclose a DAR Report to the advertiser (or the advertiser's agency on its behalf) that is the subject of the campaign and no other third party.

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- 7.1.7. Customer will ensure that accurate dates and attribution (i.e., “Nielsen OCR” or “Nielsen DAR” or similar) are included on all permitted disclosures of the DAR Report in its entirety. External uses of a DAR Report in its entirety by Customer, such as in mass media, require Nielsen’s prior written (email sufficient) consent before disclosure.
- 7.1.8. Without limiting Customer’s obligations under the Agreement or other agreements with Company, if Customer is a publisher, Customer will ensure that the use of Tags in connection with the Nielsen Digital Ad Ratings Service is disclosed in its privacy policy or other similar user disclosure.
- 7.1.9. Customer will not combine a DAR Report and any associated DAR data with any other third party data without Nielsen’s prior written consent. For purposes of clarification, nothing herein will be interpreted to prevent Customer from internally comparing the DAR Reports to any other data set and/or sharing such comparison with Company.
- 7.1.10. Customer acknowledges and agrees that Nielsen will have the right directly to enforce the terms and conditions of Clauses 7.1.6 to 7.1.9, inclusive, of these GMP Reseller Terms governing use of the Nielsen Digital Ad Ratings Service as a third party beneficiary against Customer.
- 7.1.11. The provision of the Nielsen Digital Ad Ratings Service to Customer may be suspended at any time upon 30 days’ written notice to Customer for any reason or no reason.
- 7.1.12. Customer will indemnify Company and its Affiliates, directors, officers and employees against all liabilities, damages, losses, costs, fees (including without limitation, legal fees), and expenses relating to any allegation or legal proceeding by a third party (including without limitation, Google and Nielsen) to the extent arising from Customer’s breach of the provisions of the Nielsen Digital Ad Ratings Service.

8. REMARKETING SERVICE.

- 8.1. If Customer opts into the Remarketing Service via the Campaign Manager UI and/or the Order Form, the terms in this Clause 8 will apply.
- 8.2. The following capitalised terms used in this Clause 8 of these GMP Advertising Service Specific Terms have the following meanings:
 - 8.2.1. “**Identifiers**” means collectively, identifiers (e.g., cookies, mobile advertising IDs (such as AdID or IDFA) and/or PPIDs);
 - 8.2.2. “**PPID**” means an identifier that is unique to an End User, provided by Customer and/or a third party to Google LLC and its Affiliates as part of an Ad request;
 - 8.2.3. “**Remarketing Sites**” means, collectively, the web sites, consent-based email publications, applications or other properties from which Compiled Lists (as defined below) will be compiled; and
 - 8.2.4. “**Target Sites**” means, collectively, the web sites to which Customer uses the Remarketing Service to select and target Ads on the basis of the User Lists (as defined in Clause 8.6).
- 8.3. Customer will advise in writing each Remarketing Site and Target Site that each such site is required to contain a privacy policy that: (i) discloses (a) the usage of third-party technology; and (b) the data collection and usage resulting from the Remarketing Service; and (ii) complies with all applicable laws, rules and regulations. To the extent a Remarketing Site or Target Site may be included in an advertising network, advertising exchange or both (as applicable), Customer will advise in writing the network owner, exchange owner or both (as applicable) rather than that Remarketing Site or Target Site.
- 8.4. Notwithstanding anything to the contrary in the GMP Reseller Terms, Customer will advise in writing each Remarketing Site that is a consent-based email publication that each such Remarketing Site (i.e., consent-based email publication) is required to contain a conspicuous link to a privacy policy that: (i) discloses (a) the usage of third-party technology; and (b) the data collection and usage resulting from the Remarketing Service; and (ii) complies with all applicable laws, rules and regulations.
- 8.5. Customer will select the Remarketing Sites on which Tags will be served under this Clause 8.
- 8.6. Company will procure that Google will compile, on Customer’s direction and on Customer’s behalf lists of Identifiers based on the various criteria Customer has selected (those lists shall be referred to as “**Compiled Lists**”). Customer may also provide other lists of Identifiers that were either: (i) compiled by

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Customer (or a third party on Customer's behalf) based on various criteria selected by Customer; or (ii) compiled by a third party and provided to Customer (provided that each of the web sites, consent-based email publications or other properties from which those Identifiers were compiled properly discloses the data collection and other uses described in this Clause 8 and complies with the privacy provisions set out in this Clause 8 and elsewhere in the GMP Reseller Terms) (these other lists shall be referred to as "**Provided Lists**", and together with Compiled Lists, shall be referred to as "**User Lists**"). A User List can consist of a combination of a Compiled List(s) (or any portion thereof) and/or a Provided List(s) (or any portion thereof).

- 8.7. Company may require Customer to remove or deactivate Tags that are not utilised by Customer for active Compiled Lists within 8 days following written request.
- 8.8. Company may suspend the Remarketing Service if Customer breaches any of the privacy policy provisions in this Clause 8.
- 8.9. Customer will indemnify Company, without limit, for any claim arising from a breach of this Clause 8.
- 8.10. Customer will not and will ensure that Subcontractor will not merge Personally Identifiable Information with information previously collected as non-Personally Identifiable Information without robust notice and prior affirmative (i.e. "opt-in") consent of the End User to such merger.
- 8.11. Customer may terminate any User List at any time, for any reason.
- 8.12. Each Party may suspend or stop using the Remarketing Service at any time upon notice to the other Party of its reasonable determination that, due to a change in law, regulation or policy, the Remarketing Service may no longer be provided to Customer or the Compiled Lists may no longer be compiled on Customer's behalf or used by Customer. Upon such suspension or notice, Customer will cease all use of Tags on, and will remove and/or cause to be removed all Tags from, each of the Remarketing Sites (it being understood and agreed that, notwithstanding the foregoing, Customer will be liable for all use of Tags until they are removed from the Remarketing Sites).
- 8.13. If Customer exceeds fifty million (50,000,000) Identifiers on all User Lists, Customer acknowledges and agrees that Google may reduce the size of and/or deactivate (i.e., cease the compilation of Identifiers) any one or more User Lists so that the total number of Identifiers on all User Lists is such maximum size or is less than that maximum size.

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EXHIBIT A

Display & Video 360 Policies

These Display & Video 360 Policies may be updated from time to time.

I. Creative Policies

Ads must not use the phrases "click here," "click +1" or any phrase that includes "click" as a call-to-action. This includes phrases that lead into an Ad's display URL, such as "See this site." Ads must not contain strobing, flashing backgrounds, or otherwise distracting elements. Customer acknowledges that Google may reject or pause any Ad in its sole discretion for any or no reason, including but not limited to failure to meet exchange guidelines and Company shall not be liable for any such action taken.

II. Promotional Guidelines

Promotion of the following goods, services and related websites are prohibited:

- escort services, prostitution, or other adult sexual services
- drugs, drug paraphernalia, or aids to pass drug tests
- websites that promote hacking by providing instructions or equipment to illegally access or tamper with software, servers, cell phones, or websites
- tobacco or tobacco-related products (including cigarettes, cigars, tobacco pipes, rolling papers, electronic cigarettes, and e-cigarette cartridges)
- gambling, sports betting, and online casino games (including gambling-related promotional products, gambling-related tutoring and educational materials, gambling related software, and gambling-related information such as tips, odds, handicapping, and sports picks)
- weapons or devices designed to cause serious harm or injury, including guns, gun parts or hardware, ammunition, bombs, knives, throwing stars, and brass knuckles
- websites infected with malware, or the sale of malicious software
- websites that use phishing techniques (i.e. attempt to obtain users' personal information by disguising their website to look like another website)
- websites that exploit online advertising systems for financial gain, distribute spam to large audiences or violate Google's Webmaster Guidelines (available at <http://www.google.com/support/webmasters/bin/answer.py?answer=35769>, as modified from time to time)

III. Other Policies

Customer cannot collect site data from the Display & Video 360 Service and subsequently purchase that audience on the Display & Video 360 Service or outside of the Display & Video 360 Service. The use of deep packet inspection ("**packet sniffing**") in conjunction with targeting on the Display & Video 360 Service is prohibited.