VERIZON TERMS AND CONDITIONS

For Digital Media Inventory placed with Verizon Media Inc. or any of its affiliated entities, the following terms and conditions apply.

Definitions:

"**Advertising**" or "**Ad**" means (i) a promotional message (including any related technology, e.g., code, pixel, or tags) that may consist of text, graphics, audio and/or video or any combination thereof and that is displayed on Inventory for the purpose of promoting an advertiser's products or services and (ii) the content to which such promotional message may direct a user (e.g., a landing page).

"**Ad Platforms**" means the Exchange, the DSPs, and any related APIs.

"**Applicable Data Protection Law**" means any and all applicable privacy and data protection laws, Self -Regulatory Principles (if and when applicable to a party) as defined below and regulations, including the California Consumer Privacy Act.

"**Bid**" means the offer of the maximum amount a Media Buyer is willing to pay to display an Ad in an available Placement.

"**CPM**" means a cost per thousand Impressions.

"**Demand Side Platforms**" or "**DSPs**" means the platforms made available by Us where Media Buyers may bid for and buy Inventory, manage their buying and track their Ads.

"**DSP Data**" means Verizon Media Data, Third-Party Data, or other data including targeting parameters made available through the DSPs by Us.

"**DSP Help Pages**" means rules describing the usage of the DSP including how to target, create audience segments, access reports.

"**Exchange**" means the virtual marketplace made available by Us, which allows i) Media Buyers to bid on and purchase Inventory (including through the use of Real Time Bidding technology) and ii) Media Sellers to sell their Inventory to Media Buyers.

"**First Party Data Segments**" means data directly provided by you to Verizon (via Accenture), and used by Verizon to target your Ads to your desired audiences. For the avoidance of doubt, First Party Data Segments includes "Audience Data" as defined in Section 7.1.2 in the Verizon Media Pixel and Custom Audience Policy.

"**Impression**" means a Placement in which an Ad is served to, a Unique Visitor on the Media Seller sites as measured by Verizon.

"**Inventory**" means Ad units from media, applications, and devices, available for purchase through the Ad Platforms.

"**Verizon Media Data**" means Verizon Media proprietary audience, contextual and behavioral segments, that are collected and/or created by or for Verizon Media and may be made available for Ad targeting.

"**Our Service Providers**" means third party providers with whom Verizon has a contractual relationship for the provision of PID, data and/or other products and services.

"**Personal Information Data**" or "**PID**" means personal information and personal data as defined by Applicable Data Protection Laws, and Personally Identifiable Information and Device-Identified Information.

"**Personally-Identifiable Information**" or "**PII**" means information that by itself can *directly identify* a particular individual, including but not limited to name, address, telephone number, e-mail address, financial account number or government-issued identifier, excluding First Party Data Segments.

"**Device-Identified Information**" or "**DII"** means information that is linked to a particular browser or device where that data does not by itself *directly identify* a particular individual. DII may include, but is not limited to, unique identifiers associated with a browser or device, such as a cookie or advertising identifier and IP address where such data is not linked to PII. DII includes data that is linked to a series of browsers or devices associated through a cross-device linking.

"Policies" means the advertising policies and specifications located at https://adspecs.verizonmedia.com/?rnd=1 (or a successor link), as updated from time to time (the "Ad Policies"), the DSP policies available on our DSP Help Pages (or a successor database) or otherwise made available to you (the "DSP Help Pages"). When contracting from a country located in the EMEA region, the Ad Policies link to use is https://emea.adspecs.verizonmedia.com/pages/generalguidelines/ (or successor link).

"**Placement(s)**" means a uniquely defined, named and described Advertising opportunity on Inventory.

"**Sensitive Information**" means information that relates to any person's race or ethnicity, religious beliefs, sexual orientation, medical records, political opinions or affiliation, trade-union membership, government issued identifiers, financial or insurance account numbers, and information related to minors.

"**Third-Party Data**" means third-party information made available to You for Ad or audience targeting, including audience, contextual, and behavioral data segments.

Terms:

1. Client agrees that (1) it is solely responsible and liable for its Ads and its use of the Ad Platforms, including without limitation, its Ads and its trafficking and targeting of Ads; (2) Client will not, directly or indirectly, introduce viruses, spyware or other malicious code into the Ad Platforms or end-users devices; (3) Client Ads and Client use of the Ad Platforms will comply with the Policies, and all applicable laws, rules, regulations, and self-regulatory principles; and (4) Client Ads do not contain and/or link to any content that is deceptive, misleading, harmful, obscene, defamatory, unethical, unlawful, or infringing or violative of any third party right;

2. Client will comply with the Applicable Data Protection Laws and will be responsible for any non-compliance of any data (including the First Party Data Segments) and Applicable Data Protection Laws, that Client provide to Verizon (whether such data is provided through your DSP account or directly).

3. Client hereby grants Verizon a limited, non-exclusive, worldwide, royalty free and non-transferable license to store, use, serve, reproduce, display and distribute Client Ads (and any material associated with your Ads including the Ad tags) and Client trademarks on the Inventory in connection with this contract.

4. Client agrees to:
   a. conspicuously post on your websites and mobile applications, and adhere to a privacy policy that complies with all Applicable Data Protection Laws;
   b. comply with all applicable principles of the European European Interactive Digital Advertising Alliance ("EDAA") at http://www.edaa.eu/european-principles/, which may be amended from time to time, and any future principles, codes and guidelines if Client is contracting in a country within the European Union;
   c. take all reasonable necessary measures to establish that an end user's choice to "opt out" is properly effectuated, including, but not limited to, implementing all necessary technological mechanisms to so ensure;
   d. not engage in any processing activity on PID used by, or for, Media Buyers on DSP, except to effectuate user opt-outs as necessary, if applicable; and,
   e. obtain all necessary rights, waivers and permissions from end users who view, click or convert on the Advertising, to the extent that any information is collected from or about them.

5. Client further agrees not to:
   a. Reverse engineer or otherwise attempt to determine from any Confidential Information, the DSP Data the Media Seller Data or any PII or other Sensitive Information regarding end users; and
   b. b. Collect, use, transmit, combine, merge, join, sync, link, or analyze any PII with any DII, Our Confidential Information, the DSP Data or the Media Seller Data received directly or indirectly from Us, or otherwise attempt to re-identify an end user.

6. If Client uses tracking mechanisms (e.g., pixels) provided by the Ad Platforms on Client website(s), then Client will also comply with the Verizon Media Pixel and Custom Audience Policy https://www.verizonmedia.com/policies/xw/en/verizonmedia/privacy/enterprise/pixelandcustomaudience/index.html/.

7. If Client uses the DSPs to target users on Inventory using third party interest-based advertising data collected on Client's behalf by a Data Management Platform or technology (e.g. a pixel) other than the DSPs ("Third-Party DMP"), then Client will require any of Client's Third-Party DMP to maintain a full membership in good standing with the NAI. If Client is contracting in a country within the European Union, Client will maintain a full membership in good standing with the European Interactive Digital Advertising Alliance ("EDAA").

8. Client will enable PID for use on the DSP, to obtain and process PID in accordance with generally acceptable best practices for the digital advertising industry including, but not limited to, obtaining opt-in user consent for the use of Precise Location Information that is used for ad targeting ("Self-Regulatory Principles").

9. None of the information communicated by Client, including Client Data, Ads, or Bids, in connection with Client and Client's use of the Ad Platforms will contain PII or any Sensitive Information. As between the parties, Client retains all title, right and interest in and to its First Party Data and materials provided by Client to Verizon for use in the Ad Platforms, and any enhancements, modifications or derivative works thereto provided or made by Client or by Accenture on Client behalf (collectively, "Client Data").

10. Client represents and warrants that it will comply with applicable terms and conditions, policies and/or guidelines (as they may be updated or superseded) of the third-party platforms (e.g., the iOS App Store, Facebook, and the Google Play) where Client may distribute or operate its products, services or applications.

11. **Real Time Bidding.** "**Real-Time Bidding**" or "**RTB**", is a feature of the Exchange that enables certain information regarding Placements to be passed to Client so that Client may use its own bidding optimization technology to further optimize its Bid to purchase Inventory. When Client participate in RTB, the following terms also apply:
    a. Client represents and warrants that:
        i. Client will not, for any purpose, including, without limitation, the purpose of determining or attempting to determine an Exchange's cookie ID, combine, correlate or merge any PII, links to PII, or any other information or DII or data that Client receives or derives from its participation in RTB, with any other information or data in Client's possession or in a third party's possession, including, without limitation, any PII or links to PII. Without limiting the foregoing, Client will not combine any of the information, DII or data Client receives or derives from Client's participation in RTB with the information or data that another member of the Exchange receives or derives from its participation in RTB. Notwithstanding the foregoing, the mere act of mapping a hashed Exchange's cookie ID to Client's cookie ID ("**Cookie Syncing**") will not constitute a breach of this subsection, provided that such act does not combine, correlate or merge the hashed Exchange's cookie ID with any PII or links to PII or otherwise effectively circumvent the purposes of the restrictions contained herein.
        ii. Client will not log, store, copy, archive or otherwise retain any information or DII passed to Client by Verizon (or via Accenture) in connection with Client's RTB activities, unless, with respect to a particular Placement Client have won the auction for such Impression, in which case Client may do so only with respect to the information or DII received in connection with such Impression, subject to the provisions herein.

12. If available on Verizon DSPs, Verizon may permit Client to use products and services provided by Client's Service Providers or Verizon Service Providers in connection with your use of the DSPs. If Client elects to purchase, license, subscribe to or otherwise use

products or services provided by Verizon Service Providers, Client will pay Verizon all charges and fees as depicted by Verizon. If Client elects to purchase, license, subscribe to or otherwise use products and services provided by Client's Service Providers, Client shall pay its Service Providers directly for any charges and fees accrued hereunder.

13. Verizon may terminate the agreement, for any reason, upon fifteen (15) days written notice (email to suffice) to Accenture. Upon termination of the Agreement, Client's right to use the Ad Platforms will immediately terminate; and (b) any payment obligations existing as of the termination date, and any other provisions in this Agreement that by their nature would continue beyond the expiration or termination, will survive and (c) any payment obligations existing as of the termination date will become immediately due and payable.

14. Client represents and warrants that: (i) Client has all necessary rights, permissions, licenses and consents to use, display, reproduce, make available, disclose, share and distribute the Ads and its Data, (ii) Client complies with applicable laws, rules, regulations, and self-regulatory principles regarding transparency for advertisers (e.g., the French Decree No. 2017-159 dated February 9, 2017).

15. If Client is contracting in France, Client agrees that a credit evaluation will be conducted on Client in order for the Client to start using Verizon services. If approved, Client will become an "Approved Media Buyer". Client also agrees that Accenture will not use Verizon platforms and purchase Digital Media Inventory through them on behalf of Client if Client is not an Approved Media Buyer. Client acknowledges that even if it becomes an Approved Media Buyer, Client is subject to a certain credit limit that may vary on Verizon sole's discretion. Verizon may also remove Client as an Approved Media Buyer if Client no longer qualifies for credit or presents a significant potential credit risk, upon 1 business day prior notice (e-mail to suffice).