

These Service Specific Terms and Conditions apply only to Client's purchase and use of certain Brand Advertising Services such as custom sites, banner impressions, newsletters, and select sponsorships where listed on the Order Form. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the Company's General Terms and Conditions.

## **1. Brand Campaign Reporting**

**1.1 General.** In the event that Client elects to use the services of a third party, such as an optimization service or Third Party Ad Server, in connection with the Services, then Client shall provide Company with (a) the identity of, and general contact information for, the third party (including name, title, telephone number, and email address for a primary contact) and (b) such other information requested by Company to facilitate the use of such third party. Service deliverables will not be submitted to the specified third party unless and until the use of such third party is approved by Company. If Client sets up a campaign in a third party system after the campaign commences and/or Client changes the criteria of the campaign in a third party system, without Company's approval, then Company reserves the right to deliver all previously qualified Services to the Client directly, to count towards the overall goal of the campaign, for up to forty-eight (48) hours following Company being notified of the third party system setup or change in criteria. Unless the Parties otherwise mutually agree in writing or unless otherwise provided herein, the measurement used for invoicing shall be based on the data in Company's servers or systems ("Controlling Measurement").

**1.2 Determination of Performance Commitments.** Performance Commitments referenced in the Order Form (a) are representative of the quantity of deliverables which will be provided to, or performed for, Client and (b) are based upon Client's marketing offers. Client understands that its timely delivery of any required marketing creative materials, specific offers, Client Content, or other required deliverables will directly impact Company's ability to meet the Performance Commitments. Client agrees to work with Company to determine mutually agreeable marketing creative and marketing offers, and to accept Company's recommendations or input on such marketing creative and marketing offers, including recommendations regarding the quantity and quality of such content provided by Client. If Client is unable to provide the quantity or quality of such marketing creative and marketing offers required to achieve the Performance Commitments, then Company may incorporate Company Content into the campaign, pending approval from the Client. Additionally, if Client's campaign is under-pacing or if Client otherwise fails to provide the required Client Content or perform other obligations necessary to fulfill the Performance Commitments hereunder, Company reserves the right to deliver a price-proportionate ratio of off-network impressions in order to satisfy the Performance Commitment set forth on the applicable Order Form.

**1.3 Measurement of Performance Commitments.** All Performance Commitments will be measured by Company's ad servers or other applicable third-party measurement service recognized by Company which are compatible with its Services. If the Services involve tracking performance metrics on Client's website using Company's ad servers or other applicable third-party measurement service recognized by Company, Company will provide written reports on a weekly basis reflective of the aggregate performance to date.

**1.4 Fulfilment of Performance Commitments.** If the Performance Commitments are completed early, Company will continue to deliver services, at no additional cost to the Client, up until seventy-five percent (75%) of the stated campaign period provided on the Order Form. After seventy-five percent (75%) of the Services have been delivered in full, Company will conclude the campaign.

**1.5** If Client is unable to provide sufficient quantity or quality of Client Content required to achieve the Performance Commitments, then Company (a) may incorporate its own marketing creative into the program and (b) Company shall be relieved of its obligation to satisfy such Performance Commitment. In the event that the Order Form identifies specific content to be used in connection with a campaign, such assets (and the quantities thereof) are identified as available components for use in the campaign that Company may, in its sole discretion, elect to deploy in support of the Performance Commitment, however, Company reserves the right, to determine the assets and quantities to deploy, including the right to deploy additional or different assets in the course of the campaign. If Client delivers Client Content to Company prior to the campaign Start Date, Company reserves the right to deploy the Client Content early, provided that the campaign End Date remains unchanged. Further, if Company, in its sole discretion, determines that it may not fulfill its campaign obligations, including by not meeting the Performance Commitments, Company reserves the right to satisfy any such campaign obligations by continuing to run the campaign or by running additional marketing campaigns or services.

**1.6 Tracking Pixel.** If a campaign is based on a performance metric to be tracked on Client's website, the method for tracking the completion of the performance metric shall be mutually agreed by the Parties in writing prior to the start of the campaign. Company may require that Client install a specific tracking pixel on its website to track and provide estimated live statistics for Company or third parties who are promoting Client's campaign on Company's behalf. If Client removes or manipulates the tracking pixel without Company's prior express written, then Company may suspend performance and Client agrees to pay Company for the days during which the tracking pixel was removed or manipulated based on the average daily conversion measurements (using daily click counts and/or conversions for the seven (7) days prior to the tracking pixel being removed or manipulated). Client's tracking count shall be used for invoicing purposes.

## **2. Brand Services**

**2.1 Placement.** Client understands that Company will monitor all applicable placements for appropriate content. Company does not support competitive separation, however, based on available inventory, Company may support Ad placement against a denylist/blocklist of no more than twenty (20) companies, provided that Client supplies such denylist/blocklist to Company for review at least five (5) business days prior to the launch of the applicable campaign. If the placement against such denylist/blocklist results in additional fees or expenses, Company will notify Client in writing and obtain prior written approval for the new Ad placement. If there

is an interruption or omission of any advertising which is directly attributable to the actions or inactions of Company or is otherwise in the direct control of Company, Company may suggest a substitute time period and location for the publication of the interrupted or omitted advertising. If no such substitute time or location period is acceptable to Client, Company will provide Client with a pro rata reduction of charges.

**2.2 Data Derived from Ads.** Client acknowledges that it may have access to information that is applicable to Company and members of Company's network of websites ("Ad Data"). Client agrees to use Ad Data solely in connection with the Agreement and to treat all Ad Data as the Confidential Information of Company. Company may use and disclose data derived from Client's use of the advertisements (a) as part of Company's business operations, on an aggregate basis (absent Client's prior consent) such that any use or disclosure does not permit a third party to associate the data with Client; and (b) if required by court order, law, or governmental agency.

### **3. Client Use of Third-Party Providers**

**3.1 Ad Serving and Tracking.** If Client uses a Third-Party Ad Server, it must provide Company with either (a) login credentials for the Third-Party Ad Server to allow Company to access data or (b) daily reporting to Company. Client may only utilize a Third-Party Ad Server with respect to viewability and/or Verification that deliver impressions in accordance with standards established by the Media Ratings Council or other equivalent and accepted industry standard ratings body. Once approved, Client's Third-Party Ad Server may not be substituted without Company's prior written approval. Failure to comply with this section will, in Company's sole discretion, result in either a guarantee being deemed null and void or reliance by Company solely on the Controlling Measurement.

**3.2 Controlling Measurement.** If both Parties are tracking delivery, the measurement used for invoicing advertising fees will be determined as follows: (a) except as otherwise specified herein, the Controlling Measurement will be taken from an ad server that is certified as compliant with the most recently published IAB/AAAA Ad Measurement Guidelines (the "IAB Guidelines"); (b) if both ad servers are compliant with the IAB Guidelines, the Controlling Measurement will be the Third-Party Ad Server, as long as it delivers an automated, daily reporting interface which allows for automated electronic delivery of relevant and non-proprietary statistics to Company in a form and manner that is approved by Company; provided, however, that Company must receive access to such interface in the timeframe as set forth in Section 3.3; (c) if neither Party's Ad server is compliant with the IAB Guidelines, or the requirements in clause (b) above cannot be met, the Controlling Measurement will be based on Company's Ad server.

**3.3 Ad Server Reporting Access.** The Party responsible for the Controlling Measurement will provide the other Party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day of the Ad going "live." The other Party will notify the Party responsible for the Controlling Measurement if such Party has not received such access. If such online or automated reporting is not available, the Party responsible for the Controlling Measurement will provide placement-level activity reports to the other Party in a timely manner, mutually

agreed to by the Parties. If both Parties have tracked the Ads for the term of the campaign provided in the Order Form and the Party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other Party may use or provide its Ad server statistics as the basis of calculating campaign delivery for invoicing.

**3.4 Discrepant Measurement.** If the difference between the Controlling Measurement is ten percent (10%) lower than the other measurement, the Parties will facilitate a reconciliation effort between Company and the Third-Party Ad Server measurements. If the discrepancy cannot be resolved through good faith efforts by both Parties, then the Parties shall either (a) consider the discrepancy an under delivery of the deliverables as described in Section 3.6, or (b) come to a mutual agreement as to the total number of Impressions served (the "Adjusted Controlling Measurement") and Client shall pay an invoice based on the Adjusted Controlling Measurement.

**3.5 Third Party Ad Server Malfunction.** Where Client is using a Third-Party Ad Server and that Third-Party Ad Server cannot serve the Ad, Client will have a one-time right to temporarily suspend delivery under the Order Form for a period of up to seventy-two (72) hours. Upon written notification by Client of a non-functioning Third-Party Ad Server, Company will have twenty-four (24) hours to suspend delivery. Upon Company's suspension of delivery, Client will not be invoiced for the Ad that for the next seventy-two (72)-hour period unless and until Company is notified that the Third-Party Ad Server is able to serve Ads again. If, upon expiration of the seventy-two (72) hour period, Client has not provided written notification that Company can resume delivery under the Order Form, then Client will be invoiced for Ads that would have run, or are running, at that time, and can request that Company serves Ads until the Third-Party Ad Server is functional. If Client does not request that Company continue to serve Ads until the Third-Party Ad Server is operational, Company may use inventory that would have been otherwise used for Company's own Ads or Ads provided by a third party. Upon notification that the Third-Party Ad Server is functioning, Company will have seventy-two (72) hours to resume delivery in connection with the campaign.

**3.6 Ad Makegood.** Company will notify Client in writing as soon as possible if it believes that an under delivery is likely, at which time, the Parties may arrange for a makegood consistent with the Agreement. Impressions which, in Company's sole discretion, do not meet the campaign specifications provided in the Order Form or the verification guidelines as mutually agreed by the Parties may be replaced. If there is an omission of an Ad, the Parties will use commercially reasonable efforts to agree upon the conditions of a makegood flight or replacement of the Ad in line with the campaign specifications.

### **4. Custom Site**

4.1 To the extent Client purchases Custom Site Services, as identified in the Order Form, the terms provided in this section shall apply. The launch date for the proposed Custom Site must be included on the Order Form. Company will adhere to the proposed launch date provided it receives all required Client materials at least thirty (30) days prior. Client agrees to work with Company in order to launch the Custom Site on a timely basis and that Company will not be responsible for delays caused solely by Client. If the launch date is delayed by more than sixty (60) days due to Client's acts or omissions, Company may deem the project as having been abandoned by the Client and all pre-paid fees, if any, will be deemed non-refundable.

4.2 The Parties will consult regarding the proposed custom site domain name and, following agreement, Company will purchase and register, at its expense, a domain name ("Domain Name") for the Custom Site. Client acknowledges and agrees that Company (1) will own the Domain Name, (2) will retain any and all right, title, and interest to the Domain Name, and (3) grants a limited license to Client to use the Domain Name for the purpose of providing the Services. In the event that the Domain Name contains Client Intellectual Property, Company agrees that it will only use the Domain Name for delivery of the Services to Client.

4.3 To the extent the Parties create any surveys or polls for display on the Custom Site, Client will own the results of these surveys and polls and Company will retain a royalty-free, worldwide, non-exclusive license to use the results of such surveys or polls in an aggregated form and with proper citation for marketing, promotional, and other purposes. Notwithstanding the foregoing, Company will retain ownership of the survey and poll templates.