

Appendix D
AT&T AdWorks LLC as Publisher
Rider for Insertion Orders Under Ver. 3.0 of the 4A/IAB Terms

The parties to the IO agree that the IO will be governed by the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (Ver. 3.0) (the “**IAB Terms**”). However, not all of the provisions of the IAB Terms are applicable to the advertising products and services offered by AT&T AdWorks (the “**AdWorks Products**”). Accordingly, the parties agree that the IO will be also be governed by the terms of this rider modifying the IAB Terms (the “**Rider**”) and the Kreadiv Terms and Conditions located at <https://www.vbaconnect.com/kreadivterms> . If a capitalized term is used but not defined in this Rider, the term will have the meaning given to it in the IAB Terms. This Rider and the Kreadiv Terms and Conditions will govern the parties’ performance under the IO if there is any conflict among the Rider, the Kreadiv Terms and Conditions and the IAB Terms.

Online Audience Network

This section only applies to AdWorks Products identified as “Online Audience Network” products in the IO or which involve serving display inventory that is targeted is based upon user profile data that AT&T AdWorks acquires from local search data (among other sources) against which AT&T AdWorks will facilitate placement of Ads upon the identified display inventory, and to other non-mobile display AdWorks Products (collectively, “**AdWorks Online Audience Network Products**”). The IAB Terms are modified for AdWorks Online Audience Network Products as follows:

IAB TERMS SECTION	MODIFICATION
Ad Materials <i>Section IX(e)</i>	Notwithstanding anything to the contrary in Section IX(e) of the IAB Terms, AT&T AdWorks reserves the right to place the “Advertising Choices” name, logo and link (or any successor or replacement name, logo or link) beside or over Ads in accordance with the Digital Advertising Alliance’s Self-Regulatory Program for Online Behavioral Advertising.

Mobile Audience Network

This section only applies to mobile advertising products, including (but not limited to) mobile display, in-app rich media, video (collectively, the “**AdWorks Mobile Audience Network Products**”). The IAB Terms are modified for AdWorks Mobile Audience Network Products as follows:

IAB TERMS SECTION	MODIFICATION
Editorial Adjacency Guidelines <i>Section II(d)</i>	Due to the nature of the AdWorks Mobile Audience Network Products, AT&T AdWorks is not able to comply with Editorial Adjacency Guidelines for mobile campaigns. Section II(d) of the IAB Terms does not apply to AdWorks Mobile Audience Network Products.
AT&T AdWorks Reporting <i>Section IV(b)</i>	Section IV(b) of the IAB Terms will not apply to AdWorks Mobile Products. In the event that Agency or Advertiser provides third party tags that are non-mobile supported, AdWorks reported delivery will be used to determine invoice amounts.
Modification of Ad Materials <i>Section IX(e)</i>	AT&T AdWorks may determine that effective delivery of Ads to a broad range of mobile devices requires resizing, the use of different compression methods or parameters or making similar changes to Advertising Materials. Those changes will not result in a breach of Section IX(e) of the IAB Terms.
Cost-per-Click Campaigns <i>Not Addressed in the IAB Terms</i>	Agency or Advertiser will provide AdWorks with login access to or daily reporting of Agency’s/Advertiser’s third party ad serving statistics. If these are not provided, AdWorks will bill off of its own reporting. Mobile CPC campaigns are cancellable with 14-days prior written notice.
Compliance with Mobile Network Specifications <i>Not Addressed in the IAB Terms</i>	AdWorks Mobile Audience Network Product campaigns will be subject to any laws, regulations, specifications or standards applicable to any mobile telecommunications system over which it is distributed, including those of the wireless carrier of such system, in addition to the applicable specifications and standards of ATT AdWorks.

General

In addition to changes to the IAB Terms for specific products, the following changes apply to all AdWorks Products.

IAB TERMS SECTION	MODIFICATION
“Agency” Definition	If no agency is involved in the IO, then any references to “Agency” in the IAB Terms, this Rider or the IO will mean “Advertiser”.
“Media Company” Definition	The IAB Terms’ definition of “Media Company Properties” is limited to “websites”. For purposes of the IO, “Media Company Properties” also includes mobile websites and other delivery mechanisms through which Ads or Advertising Materials may be displayed, including SMS/MMS text messaging and other means of mobile display that are specified on an IO and owned, operated or controlled by AT&T AdWorks.
“Network Properties” Definition	The IAB Terms’ definition of “Network Properties” is also limited to “websites”. For purposes of the IO, “Network Properties” also includes mobile websites and other delivery mechanisms through which Ads or Advertising Materials may be displayed, including SMS/MMS text messaging and other means of mobile display that are specified on an IO and that are not owned, operated or controlled by AT&T AdWorks, but on which AT&T AdWorks has a contractual right to serve Ads.
AT&T Credit Policies <i>Section III(c)</i>	Any credit arrangements reached by the parties under the IO will be subject to review and approval by AT&T AdWorks. If AT&T AdWorks notifies Agency that AT&T AdWorks will seek payment directly from Advertiser (as permitted by Section III of the IAB Terms), Agency will reasonably cooperate with AT&T AdWorks’ efforts to collect payment from Advertiser.
Cancellation and Termination <i>Section V</i>	AT&T AdWorks or its Representative may terminate an IO, or a portion thereof: (i) upon fourteen (14) days prior written notice to Advertiser or the Agency if the IO violates the Policies, or (ii) in the event of breach of contract by AT&T AdWorks, its Representative or Advertiser that is not cured within thirty (30) days of notice of such breach, or (iii) if AT&T AdWorks’s Representative or Advertiser violates the same Policy three times and has received timely notice of such violations.
Data Collection & Usage <i>Section XII</i>	<p>Agency and Advertiser each certify that any consumer / end-user data or information gathered, obtained or derived in connection with the use of any third party ad server will be used exclusively for the purpose of validating the fulfillment of the advertising subject to an IO and will not be retained any longer than absolutely necessary for that purpose.</p> <p>With regard to any request for User Volunteered Data, Agency and Advertiser agree that:</p> <ul style="list-style-type: none"> ● the request for User Volunteered Data must be made in clear, easy-to-understand language, ● Agency/Advertiser’s proposed use of that information must be transparent and disclosed to the end user, and the actual use of that information must be consistent with the disclosed use. ● the end user must consent to AT&T sharing that information with Agency/Advertiser ● Agency and Advertiser may not share User Volunteered Data provided by AT&T to Agency/Advertiser or collected directly by Advertiser from end users through the use AT&T AdWorks Products with any third party for any use other than the stated purpose. ● Agency/Advertiser will implement all necessary security measures to protect the confidentiality privacy and integrity of User Volunteered Data obtained in connection with AT&T AdWorks Products and to be in compliance with all applicable government and industry mandated and accepted information security standards. ● Agency/Advertiser agrees that collection and use for all User Volunteered Data from end users of the AT&T AdWorks Products will comply with all applicable Laws, Including the Children’s Online Privacy Protection Act (COPPA), as well as the terms of Agency/Advertiser’s own privacy policy. In the event of any conflict between Agency/Advertiser’s privacy policy and these Terms, these Terms will control.
Necessary Rights <i>Section XIV(a)</i>	Advertiser’s Necessary Rights:

	<p>In addition to the representations set forth in the IAB, Advertiser represents that it has the necessary rights to provide all Ads and Advertising Materials specified under the IO, and that all information, content and materials, as well as all claims, statements, products and services contained or referenced therein and on any Advertiser-owned site to which the AdWorks products link:</p> <ul style="list-style-type: none"> ● are not false, deceptive, misleading, fraudulent, defamatory or threatening and are not likely to result in harm of any kind to any third party; ● will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information; and ● will not contain any content of an adult or obscene nature. <p>Media Company’s Necessary Rights:</p> <p>In addition to the representations set forth in the IAB, Media Company represents that they have all necessary rights, user consent, permits and licenses to provide all AdWorks Products and any additional Deliverables, information or services specified under the IO:</p> <ul style="list-style-type: none"> ● are not false, deceptive, misleading, fraudulent, defamatory or threatening and are not likely to result in harm of any kind to any third party; ● will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information; and ● will not contain any content of an adult or obscene nature. <p>Neither Advertiser nor Media Company will, or will allow anyone working for them to:</p> <ul style="list-style-type: none"> ● engage or cause others to engage in any form of spamming or improper, fraudulent or malicious clicking, impressions or marketing activities; or ● interfere or attempt to interfere with the proper working of any other party’s network or systems or any campaign. ● Advertiser will not use any data from any AT&T AdWorks network or systems (excluding any data that Advertiser acquires from users on Advertiser’s own website or through rich media ads) for external commercial purposes without the prior written permission of AT&T AdWorks.
<p>Intellectual Property <i>Not Addressed in the IAB Terms</i></p>	<p>AT&T AdWorks will retain sole ownership of all intellectual property associated with the AdWorks Products, any data used by AT&T AdWorks to provide the AdWorks Products and any other services or products provided by AT&T AdWorks or its vendors in connection with the IO.</p> <p>Agency and Advertiser will each retain all rights to their own intellectual property (including the Ads), but they will not obtain any right or license to the underlying technology, processes or systems by reason of the IO or receipt or use of AdWorks Products.</p>
<p>Subcontracting and Assignment <i>Section XIV(b)</i></p>	<p>AT&T AdWorks may work with other AT&T companies to deliver the AdWorks Products. AT&T AdWorks will have the right to subcontract its obligations under the IO or to assign or transfer the IO (or any of AT&T AdWorks’ rights, obligations or duties under the IO) to a parent, subsidiary or affiliate.</p>
<p>Governing Law <i>Section XIV(d)</i></p>	<p>New York law applies, and any claims, legal proceedings or litigation will be brought solely in New York County, New York.</p>

AT&T ADWORKS ADVERTISING GUIDELINES

Advertising may not contain any material that falls into the following categories or that links to such material:

- Anything that is obscene or indecent or that contains strong sexual, explicit or erotic themes; or
- Products or sites depicting or providing how-to materials about pedophilia or other non-consensual contact; or
- Products or sites that suggest the availability of prostitution services; or
- Products or sites that advocate, glorify or promote rape, torture, cannibalism, suffering or death; or
- Products that descramble cable or satellite signals in order to get free services; or
- Products that promote software or techniques that bypass copyright protections; or
- Counterfeit, fake or bootleg products or replicas or imitations of designer products; or
- Promotes nudity, nude beaches or naked cruises or resorts; or
- Products or sites that appear to facilitate or promote the evasion of laws (e.g., radar detectors, etc.); or
- Products or sites that offer fake identification or falsified documentation; or
- Promotes the sale of firearms or ammunition by mail order; or
- Products or sites that have online gambling as a central theme; or
- Promotes services, contests or games that predict winners of races or sporting events; or
- Trivializes historic events such as the Holocaust, the Irish Famine or September 11th; or
- Multilevel marketing schemes; or
- Products or sites of questionable legality (e.g., miracle cures, etc.); or
- Hate speech; or
- Excessive violence; or
- Defamatory, libelous or threatening sites; or
- Extreme profanity; or depicts, promotes or is designed to facilitate alcohol abuse, illegal drug use or use of tobacco product

Alcohol Advertising Guidelines

These AT&T AdWorks Alcohol Advertising Guidelines (“Guidelines”) apply to the sale of advertising for alcoholic beverage brands. All advertisements must comply in all respects with these Guidelines.

Acceptable Ads:

- Alcohol advertisements may be permitted with AT&T AdWorks’ prior written permission, and then only when directed to an audience over the age of 21.
 - Advertising Materials must be approved in writing.
 - Media placement must pass the “70% LPA Standard.” Advertising and marketing should be placed only where at least 70 percent of the audience is reasonably expected to be above the legal purchase age (LPA), which in the United States is 21 years of age.

Competitive Advertising Guidelines

With respect to direct competitors of AT&T, all advertisements will be evaluated on a case-by-case basis. AT&T’s display advertising products are utilizing highly targeted AT&T customer behavior to drive performance through owned & operated as well as 3rd party inventory. That said the key rules, with respect to the Competitive Advertising Guidelines, that apply to our display products are as follows:

Acceptable Ads:

- Products that are not in direct competition with AT&T are allowed regardless of geography or customer.
 - i.e. Mobile banner ads for Google Chrome are allowed as AT&T is not currently offering a web browser
- Products that are competitive in nature but reside outside of our operating geography are allowed.
 - i.e. Search extension campaigns promoting cable or satellite service outside of the U-verse 22 state footprint are allowed
 - i.e. In the case of a partial overlap of a competitors footprint, ads can be run so long as only DMA’s where there is no overlap are targeted.

Not Acceptable:

- Products in direct competition with AT&T within our geography will not be allowed
 - i.e. Verizon iPhone television spots will not be allowed as we compete for mobile subscribers in all 50 states
- Conquesting or utilizing key data associated with one specific brand to promote another will not be permitted. Data from key brands will be combined with other data to form broader categories.

NOTE: Due to the continuing evolution of the marketplace, new competitors frequently arise and will be assessed on an ongoing basis. Reviews will be handled within Ad Operations, and if there is ever a question on a competitor, Ad Operations should be engaged immediately.

Political Advertising Guidelines

All advertisements concerning political candidates, campaigns, political parties or other political organizations will be evaluated on a case-by-case basis. In addition to our standard Political Advertising Guidelines, AT&T ADWORKS reserves the right to review, request modifications to, or reject any advertisement at its sole discretion. However, such discretion will not be exercised with the intent to favor or disfavor any particular candidate or political party.

Acceptable political ads include:

- Ads expressly advocating the election or defeat of clearly identified candidates that are placed by candidates, political parties, or third parties
- Comparative advertisements focusing on the positions of the candidates and/or parties are acceptable. (Non-Issues based. ie. - Voting record/attendance etc.)
- Ads soliciting financial contributions, or other support, to political candidates or parties.
- Ads that are sponsored by qualified candidates for office.

Unacceptable political advertisements include:

- Ads that advocate a specific public or political issue.
- Negative or attack advertising aimed at discrediting a candidate or party. (Ads highlighting stances on specific issues etc.)
- Ads that contain hate, violent or racist rhetoric or symbols, or material reasonably expected to be offensive to “Publisher” users, without regard to ideological or partisan content.
- Ads that utilize a “pop-up” or a “daughter screen.” Note: Ads utilizing unsolicited audio content must conform to existing “Publisher” advertising guidelines

NOTE: To be a “qualified candidate” an individual must, at a minimum, have met the definition of “candidate” under applicable federal or state law. Please note there may be circumstances in which “Publisher” will impose additional requirements on advertisements by political candidates.