

Appendix B

Kreadiv Digital Terms and Conditions

The distribution of Internet Advertisements, other than Internet Advertisements distributed as part of a Search Campaign or otherwise distributed in Search Inventory, is governed by the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the “**IAB Terms**”), subject to (a) the Kreadiv Terms and Conditions located at <https://www.vbaconnect.com/kreadivterms> and (b) the amendments set forth below. Terms defined in the IAB Terms will have the same meaning when used below unless otherwise specified. In the event of any conflict or inconsistency among this Appendix, the Kreadiv Terms and Conditions and the IAB Terms, the Kreadiv Terms and Conditions will supersede this Appendix, which in turn will supersede the IAB Terms.

The IAB Terms are hereby amended as follows:

1. Definitions

Definition of “Advertising Materials” is hereby amended to read as follows:

“**Advertising Materials**” means artwork, copy, or active URLs for or included in Ads, including, without limitation, any trademarks, service marks, trade names and logos (collectively, “**Trademarks**”) included therein.

Definition of “Agency” is hereby amended to read as follows:

“**Agency**” means the advertising agency listed on the applicable IO. If no agency is involved in the IO, then any references to “Agency” in the Terms, this Amendment or the IO will mean “Advertiser” and any provision which contains such a reference will be inapplicable if such substitution renders the provision ineffectual.

Definition of “IO” is hereby amended to read as follows:

“**IO**” means the applicable portion of a mutually agreed insertion order that is governed by and incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser pursuant to these Terms.

Definition of “Third Party Provider” is hereby added as follows:

“**Third Party Provider**” means a Third Party or Representative with which Media Company has a contractual relationship with respect to advertising inventory.

2. Insertion Orders and Inventory Availability

Section I.b. – Availability; Acceptance is hereby amended to read as follows:

b. Availability; Acceptance. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Agency, or (ii) the display of the first Ad impression under the IO by Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Agency.

3. Ad Placement and Positioning

Section II.a. – Compliance with IO is hereby amended to read as follows:

a. Compliance with IO. Media Company will use commercially reasonable efforts to comply with the IO, including all Ad placement restrictions that are set forth or cross-referenced on the IO, and, except as set forth in Section VI(c), to create a reasonably balanced delivery schedule. Media Company will use commercially reasonable efforts to provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Except as otherwise agreed by Media Company in writing, placement and positioning of Ads on any applicable Sites will be at the sole discretion of Media Company.

4. Ad Placement and Positioning

Section II.b. – Changes to Site, Section II.c. – Technical Specifications and Section II.d. – Editorial Adjacencies are hereby deleted in their entirety.

5. Payment and Payment Liability

Section III. – Payment and Payment Liability, is hereby amended to read as follows:

III. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice will be sent by Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Agency's billing address as set forth on the IO and will include information reasonably specified by Agency, such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. Media Company should invoice Agency for the services provided on a calendar-month basis with the net cost (i.e., the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO. Media Company reserves the right to increase rates at any time without prior notice, but no such increases will be applied to Deliverables distributed under this Agreement, until 45 days after written notification to Agency of such increases.

b. Payment Date. Agency will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO. Media Company may notify Agency that it has not received payment in such 30-day period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), below, and Media Company may do so 5 business days after providing such notice.

c. Payment Liability. Agency's credit is established on a client-by-client basis. If Advertiser proceeds have not cleared for the IO, other advertisers from Agency will not be prohibited from advertising on the Site due to such non-clearance if such other advertisers' credit is not in question. Upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. Further, if Media Company notifies Agency that Media Company will seek payment directly from

Advertiser (as permitted hereunder), Agency will reasonably cooperate with Media Company's efforts to collect payment from Advertiser.

6. Reporting

Section IV – Reporting, is hereby amended to read, in its entirety, as follows:

IV. REPORTING

Except as otherwise agreed by Media Company in writing, Media Company will have no obligation to provide Agency or Advertiser with any reports or data of any kind relating to any one or more Ads or Deliverables, including without limitation any Collected Data. To the extent Media Company does provide Agency or Advertiser with reports or data as set forth above, (i) notwithstanding anything to the contrary herein or in the Kreadiv Terms and Conditions, such reports and/or data shall be deemed "**Advertisement Data**" under the Kreadiv Terms and Conditions, (ii) Media Company will use its commercially reasonable efforts to deliver such reports or data to Agency or Advertiser, as applicable, in accordance with industry standards, but Media Company does not represent or warrant the accuracy of any such reports or data and will have no liability with respect thereto, and (iii) Agency and Advertiser will not combine any such reports or data with any other data or information or use any such reports or data for any purpose other than the evaluation of the applicable IO and Deliverables.

7. Cancellation and Termination

Section V – Cancellation and Termination, is hereby amended to read, in its entirety, as follows:

V. CANCELLATION AND TERMINATION

a. By Agency Without Cause.

i. Unless designated on the IO as non-cancelable and unless Media Company determines greater advance notice is reasonably necessary under the circumstances, Advertiser may cancel the entire IO, or any portion thereof, with at least 35 days' prior written notice to Media Company, without penalty (subject to Subsections (ii) and (iii) below).

ii. Advertiser will remain liable to Media Company for amounts due for any custom content or development ("**Custom Material**") provided to Advertiser or completed by Media Company or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Media Company

will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.

iii. Notwithstanding anything to the contrary herein, (a) if Agency cancels the IO or any portion thereof, all discounts applied or applicable to such canceled portion will be void and Media Company's then-current rates will apply and (b) upon any such cancellation, all then outstanding and unpaid amounts under the canceled portion of the IO, without discount, will be immediately due and payable by Agency; and (iii) Agency will pay all non-recoverable out-of-pocket expenses incurred by Media Company in connection with any promotion, contest, sponsorship, sweepstakes or other service provided to Agency in connection with such canceled portion of the IO.

b. By Agency for Cause. Agency may terminate an IO at any time if Media Company is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from Agency, except as otherwise stated in these Terms with regard to specific breaches, if applicable; provided that the foregoing termination right will not apply if Media Company is diligently proceeding to cure such breach.

c. Short Rates. Short rates will apply to canceled buys to the degree stated on the IO.

d. Suspension and Termination by Media Company. If Agency fails to pay any charges hereunder when due to Media Company, or Agency or Advertiser breaches these Terms, as amended, then Media Company may (i) suspend its provision of the services and Deliverables hereunder until such non-payment or breach is remedied, or (ii) in addition to any other remedies available to Media Company under these Terms, as amended, at law or in equity, terminate the IO. Further, Media Company may, without liability to Agency or Advertiser, terminate the IO or stop or suspend its provision of the services and Deliverables hereunder at any time for any reason. No such termination or suspension by Media Company will relieve Agency of Agency's obligations to timely pay to Media Company in full all amounts due hereunder. Upon any such termination or suspension, all amounts owed to Media Company hereunder will be immediately due and payable.

8. Under-delivery

Section VI.a. – Notification of Under-delivery is hereby amended to read as follows:

a. Under-delivery. The IO will be deemed fulfilled and fully delivered if at least 90% of the ordered Deliverables were delivered. In the case of an under-delivery of Deliverables of more than 10% below guaranteed levels set forth on the IO, if applicable, Agency and Media Company may arrange for, as Agency's sole and exclusive remedy for such under-delivery, a makegood consistent with these Terms.

9. Makegood Procedure

Section VI.b. – Makegood Procedure is hereby deleted in its entirety.

11. Ad Materials

Section IX – Ad Materials is hereby amended to read, in its entirety, as follows:

IX. AD MATERIALS

a. Submission and License Grant. Agency and Advertiser will submit Advertising Materials in accordance with Media Company's then-existing Policies and specifications. Agency and Advertiser grant Media Company the irrevocable (during the term of the IO), nonexclusive right and license to use, reproduce, modify, copy, distribute and display any and all Advertising Materials submitted by Agency or Advertiser in connection with Media Company's provision of the services and Deliverables hereunder (the "**License**"). Notwithstanding anything to the contrary herein, Media Company will have the right to sublicense the License to Third Party Providers and Affiliates of Media Company ("**Permitted Sublicensees**") for the purpose of fulfilling Media Company's obligations and exercising Media Company's rights hereunder, which sublicense will be further sublicensable by Permitted Sublicensees for the foregoing purpose. Without notice to, or consent of, Agency or Advertiser, Media Company may (i) provide copies of Advertising Materials or Ads to third parties in connection with Media Company's marketing or other ordinary course business activities; and (ii) deliver copies of this Amendment and these Terms, the IO, Advertising Materials or Ads to third parties as required by applicable law or regulations or pursuant to a subpoena, court order, governmental or municipal inquiry or similar judicial, regulatory, administrative or other process.

b. Late Creative. If Advertising Materials are not received sufficiently in advance of the IO start date for Media Company to distribute the applicable Ads beginning on the IO start date, Media Company will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, nonguaranteed inventory, for each full day Media Company is not able to distribute the applicable Ads due to the late receipt of the Advertising Materials. Media Company will use commercially reasonable efforts to deliver the applicable Deliverables despite late receipt of Advertising Materials, but will have no liability for Deliverables that are not delivered due to late delivery by Agency of Advertising Materials.

c. Compliance. Media Company reserves the right within its discretion to refuse to distribute any Ads, or remove or cause to be removed from Sites any Ads, (i) 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 specifications, (ii) that, in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order, (iii) are unsatisfactory, unsuitable or contrary to the public interest, or (iv) may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates, or any owner, operator or controller of a Network Property. If Media Company should so refuse to distribute or so choose to remove or cause to be removed any Ads, Media Company will attempt to notify Agency by telephone, facsimile or email, and unless Agency timely furnishes or causes to be furnished satisfactory replacement Advertising Materials for the Advertiser Materials at issue, Media Company may invoice Agency as if the applicable Deliverables were delivered.

d. Handling of Advertising Materials. Media Company will exercise commercially reasonable precautions in handling Advertising Materials furnished to it hereunder and any physical media on which such Advertising Materials were furnished but will not be liable for any loss or damage thereto. All Advertising Materials not provided by Agency or Advertiser that are used in any Ads will be the exclusive property of Media Company, unless otherwise expressly agreed by Media Company in writing. No Advertising Materials or physical media

on which Advertising Materials were furnished to Media Company will be returned unless (i) Agency has so requested and Media Company has expressly so agreed in writing, and (ii) with respect to Advertising Materials furnished by Agency on physical media, Agency picks up the Agency-furnished physical media containing the applicable Advertising Materials within 30 days after the end of the applicable advertising period of the IO to which such Advertising Materials relate. Otherwise, at any time after 30 days following the end of such advertising period of the applicable IO, Media Company may freely dispose of such Advertising Materials and dispose of, repurpose or reuse such physical media for itself or other customers. Unless otherwise expressly agreed in writing by Media Company, all production materials, creative copy, work products, concepts, ideas or intellectual property of any kind that may be provided by Media Company to Agency or Advertiser, including, without limitation, all intellectual property rights therein or thereto, will be and remain the exclusive property of Media Company.

e. Damaged Creative. If Advertising Materials provided by Agency are damaged, Media Company will use commercially reasonable efforts to notify Agency.

f. Ad Tags. When applicable, Agency and Media Company will implement Third Party Ad Server tags so that they are functional in all aspects; provided that (i) Media Company prohibits the use of macros or third-/fourth-party wrapped ad tags (e.g. Nielsen Digital Ad Ratings [DAR] tags) for any purposes, (ii) any data collected that constitutes Subscriber Information (as defined in the Kreadiv Terms and Conditions, including without limitation name, address, telephone number, social security number, email address, billing address, Media Access Control (MAC) address and Internet Protocol (IP) address) is considered confidential information of Media Company and may not be used other than to perform the Kreadiv Terms and Conditions, these Terms and/or the applicable IO, and (iii) for the avoidance of doubt, Media Company prohibits and blocks any attempts to collect further customer information beyond what is shared in Media Company's VAST tag guidelines (Impression counts, quartiles, date, tag identifier, Spectrum identifier).

g. Trademark Usage. Agency and Advertiser will not use Media Company's trade name, trademarks, logos, or Ads, without Media Company's prior written approval, which will not be unreasonably withheld.

12. Indemnification

Section X.a. – By Media Company is hereby deleted in its entirety and Section X.b. – By Advertiser is hereby amended to read as follows:

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives and the owner, operator, or controller of the Network Properties, from Losses resulting from any Claim brought by a Third Party resulting from (i) Advertiser's alleged breach of Section XII or of Advertiser's representations and warranties in Section XIV(a), (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided to Advertiser), (iii) the content, subject matter or distribution of any Ad or Advertising Materials, (iv) Advertiser's failure to comply with applicable law, regulation, or other judicial or administrative order, or (v) Advertiser's violation, infringement, and/or misappropriation of any Third Party's rights.

13. Limitation of Liability

Section XI – Limitation of Liability is hereby deleted in its entirety.

14. Non-Disclosure, Data Usage and Ownership, Privacy and Laws

Section XII.a. – Definitions and Obligations and Section XII.b. – Exceptions are hereby deleted in their entirety, and Section XII.c.vii. – Additional Definitions, Section XII.d. – Use of Collected Data, Section XII.e. – User Volunteered Data, Section XII.f. – Privacy Policies and Section XII.g. – Compliance with Law are hereby amended, and Sections XII.i., j. and k. are hereby added, to read as follows:

vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers associated with numerous Media Companies and precludes identification, directly or indirectly, of an Advertiser or Media Company.

d. Use of Collected Data.

i. Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data on a

non-Aggregated basis or for Repurposing; or (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(ii).

ii. Advertiser and Agency (each a "**Transferring Party**") will require any Third Party or Affiliate 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.

e. User Volunteered Data. All User Volunteered Data is the property of Advertiser and is subject to Advertiser's posted privacy policy. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. Agency and Advertiser will post on their respective websites in a readily accessible and conspicuous location their privacy policies and adhere to such privacy policies, which (i) will abide by all applicable laws and Internet advertising industry guidelines, (ii) disclose the usage of third-party technology and (iii) if DoubleClick (a division of Google, Inc., "**DoubleClick**") ad server is used to serve the Ads, disclose the data collection and usage resulting from the use of DoubleClick services. Failure by Agency or Advertiser to do so is grounds for immediate cancellation of the IO by Media Company. Agency and Advertiser will ensure that each visitor to each of their websites are provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the visitor's device where such activity occurs in connection with the delivery of Ads on Sites and where providing such information and obtaining such consent is required by laws.

g. Compliance with Laws; Platform Policies. Agency, Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, codes, and sanctions programs, including Internet advertising industry guidelines which are applicable to their performance of their respective obligations under the IO. If DoubleClick ad server is used to serve the Ads, Agency and Advertiser will comply with the Google Platforms Program Policies available at <http://support.google.com/platformspolicy>.

i. Additional Agency/Advertiser Terms. Agency and Advertiser agree to obtain all rights necessary for Media Company and DoubleClick to use any

consumer / end-user data or information gathered, obtained or derived through Media Company's delivery of Ads on Sites. 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. With regard to any request for User Volunteered Data, Agency and Advertiser will ensure that:

- the request for User Volunteered Data is made in clear, easy-to-understand language,
- Agency/Advertiser's proposed use of that information is transparent and disclosed to the end user, and the actual use of that information is consistent with the disclosed use.
- the end user is required to consent to Media Company sharing that information with Agency/Advertiser
- Agency and Advertiser do not share User Volunteered Data provided by Media Company to Agency/Advertiser or collected directly by Advertiser from end users through the use of Media Company Products with any third party for any use other than the stated purpose.
- Agency/Advertiser implement all necessary security measures to protect the confidentiality privacy and integrity of User Volunteered Data obtained in connection with Media Company Products and be in compliance with all applicable government and industry mandated and accepted information security standards.
- Collection and use of all User Volunteered Data from end users of the Media Company Products comply at all times 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.

j. Flash-in-Flash Ads. Agency and Advertiser agree that each "Flash-in-Flash" Ad delivered to a Site through the DoubleClick service that redirects the user to Advertiser's website will contain a

conspicuous link (which, for purposes hereof may be the logo of Advertiser) to the home page of Advertiser's primary website.

k. Agency and Advertiser will not, and will not assist or knowingly permit any third party to, (i) pass information to DoubleClick or to Media Company in a manner that it will then be passed to DoubleClick, that, on its own, DoubleClick could use or recognize as personally identifiable information; (ii) misappropriate any part of a DoubleClick service or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of any, or any part of, DoubleClick service; (iii) damage or tamper with any part of a DoubleClick service; (iv) knowingly breach any DoubleClick security measure; or (v) provide Media Company or DoubleClick with any Ad that when viewed or clicked on by a user, causes such user's computer to download any software application.

16. Third Party Ad Serving and Tracking

Section XIII – Third Party Ad Serving and Tracking is amended to read, in its entirety, as follows:

XIII. THIRD PARTY AD SERVING AND TRACKING

a. Ad Serving and Tracking. Media Company will track delivery through its ad server and, provided that Media Company has approved in writing a Third Party Ad Server to run on its properties, Agency will track delivery through such Third Party Ad Server. Agency may not substitute the specified Third Party Ad Server without Media Company's prior written consent.

b. Controlling Measurement. Media Company's ad server will be the measurement used for invoicing advertising fees under an IO. For the avoidance of doubt, if a Third Party Ad Server is used to distribute an Ad, the reporting provided by Media Company (and not that of such Third Party Ad Server) will control with respect to Media Company's obligations hereunder.

c. Measurement Methodology. Agency will ensure that the Third Party Ad Server publishes a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

17. Necessary rights

Section XIV.a. – Necessary Rights is amended to read as follows:

a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies, and will (i) make all necessary disclosures, (ii) obtain all the necessary permissions and authorization, and (iii) implement all necessary security measures to solicit, obtain, secure, handle, store, and use any User Volunteered Data in compliance with applicable law and without violating the rights of any underlying Users or persons that might view and respond to the Ads. Agency and Advertiser will not, and will not allow anyone working for them to:

- engage or cause others to engage in any form of spamming or improper, fraudulent or malicious clicking, impressions or marketing activities;
- interfere or attempt to interfere with the proper working of any other party’s network or systems or any campaign; or
- use any data from any Media Company Property, 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 Media Company.

18. Assignment

Section XIV.b. – Assignment is hereby amended to add the following at the end:

Media Company may work with Media Company Affiliates and Third Party Providers to deliver the Media Company Products. Media Company will have the right to subcontract its obligations under the IO to Third Party Providers or Media Company Affiliates or to assign or transfer the IO (or any of Media Company’s rights, obligations or duties under the IO) to a Media Company Affiliate.

19. Conflicts; Governing Law; Amendment; Survival

Section XIV.d. – Conflicts; Governing Law; Amendment is hereby deleted in its entirety, and Section XIV.f. - Survival is amended to read as follows:

f. Survival. Sections III, IV, VI, X, XI, XII, and XIV will survive termination or expiration of these Terms. In addition, Agency and Advertiser will promptly return or destroy all Confidential Information upon Media Company’s written request, as requested by Media Company, and each party will remove Advertising Materials and Ad tags, as applicable, upon termination of these Terms.

20. Intellectual Property

Section XIV.h. – Intellectual Property is hereby added to read:

h. Intellectual Property. Media Company will retain sole ownership of all intellectual property associated with the products and services provided by Media Company (the “**Media Company Products**”), any data used by Media Company to provide the Media Company Products and any other services or products provided by Media Company or its vendors in connection with the IO, including, without limitation, all production materials, creative copy, work products, concepts or ideas that may be provided to Agency or Advertiser by Media Company. 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 Media Company Products.