

ADVERTISING TERMS & CONDITIONS

Xandr Inc. ("XANDR") is the representative of its Affiliates and partners that provide XANDR advertising products on various platforms ("System"). The person or entity contracting for the transmission of Commercial Announcements (as defined in Section 8 below) covered by the contract ("ADVERTISER") and XANDR, hereinafter each a "Party" or collectively the "Parties" hereby agree to the terms in this Agreement ("Agreement") that will govern any Statement of Work, Order or Insertion Order (collectively, "Order(s)") as follows:

1) PAYMENT AND BILLING

- (a) Except as otherwise provided in the applicable Order, XANDR will invoice ADVERTISER on a monthly basis.
- (b) ADVERTISER shall pay each invoice in full within thirty (30) days after receipt.
- (c) At the request of ADVERTISER, XANDR may include verification of performance with monthly invoices issued hereunder, but the furnishing and accuracy of such verifications shall not be a condition precedent to ADVERTISER'S obligation to timely pay any invoice. XANDR makes no representations or warranties with respect to such verifications, except that such verifications will accurately reflect the computerized log of transmitted Commercial Announcements for the System.
- (d) The rate for the Commercial Announcements purchased by ADVERTISER shall be as stated on the Order confirmation (plus any applicable taxes, franchise fees, and/or other assessments by any governmental authority).

2) TERM AND TERMINATION

- (a) Except as otherwise provided in this Agreement, the term of this Agreement shall be stated in the Order and continue until the completion or expiration of the advertising campaign.
- (b) ADVERTISER may not cancel a Commercial Announcement once it has been purchased.
- (c) XANDR may terminate this Agreement or reject, cancel, or suspend a Commercial Announcement at any time, for any reason. Upon such termination or cancellation, all outstanding amounts owed to XANDR hereunder and not yet paid shall become immediately due and payable. If XANDR cancels this contract, and ADVERTISER is not then in breach hereunder, ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract. If XANDR terminates this Agreement or cancels a Commercial Announcement due to (i) its reasonable determination that an ADVERTISER'S credit or ability to pay debts is impaired or (ii) a breach of this Agreement by ADVERTISER, then ADVERTISER will be responsible for all reasonable expenses (including reasonable attorney's fees) incurred by XANDR (and any applicable network and ad serving partner) in connection therewith.

3) FULFILLMENT: FAILURE TO TRANSMIT

- (a) XANDR cannot guarantee Commercial Announcements for LINEAR PRODUCTS (defined in Section 6) that are transmitted will be viewed by all subscribers to the System.
- (b) Under no circumstances shall XANDR be liable to ADVERTISER in any way for any changes that may occur in the number or composition of subscribers to the System during the term of this Agreement or any applicable Order. ADVERTISER hereby agrees that an Order shall be deemed fulfilled under this contract if the relevant Commercial Announcement is transmitted over the System.
- (c) If, for any reason, the System does not transmit all or any portion of a Commercial Announcement at the stipulated time, then XANDR shall inform ADVERTISER and XANDR shall, in its sole discretion, offer ADVERTISER: (i) comparable commercial announcement time on a substitute basis; or (ii) a

reduction in the time charges equal to the amount of money proportionally assignable to such Commercial Announcements not distributed or impressions not delivered.

4) SUBSTITUTIONS; PREEMPTIONS

- (a) XANDR shall have the right to substitute for any Commercial Announcement any matter which in XANDR's sole discretion is deemed to be of greater local or national interest or importance, including without limitation sporting events. In any such case, XANDR will notify ADVERTISER either in advance or within a reasonable time after such substitution, and the provisions of Section 3(c) above shall apply.
- (b) Commercial Announcements scheduled in programs following events, such as feature films, sports, or special programming of any kind, which run beyond normally scheduled time or Commercial Announcements scheduled in programs which are interrupted for any reason will be automatically scheduled within the delayed program without prior notice to ADVERTISER and will be billed at the rate as if the event had concluded at its normal time or there was no interruption.
- (c) ADVERTISER also acknowledges and agrees that program names and schedules may change at any time due to alterations by the program supplier or other causes beyond XANDR's control, and that XANDR shall not be liable for any such changes.

5) RATINGS POINT PROJECTIONS FOR GUARANTEED CAMPAIGNS

- (a) If a projected number of ratings points (a "Ratings Projection") for LINEAR PRODUCTS or DDL PRODUCTS, as published by Comscore or Nielsen, is set forth in any agreed Order and, if applicable, any other contracts related hereto, then ADVERTISER hereby agrees that such Ratings Projection shall be deemed fulfilled if the total ratings points for the programs in which the Commercial Announcements covered by this contract and any other contracts related hereto are transmitted, achieve at least the agreed upon impressions as stated in the Order.
- (b) If the total ratings points for such programs are less than the agreed upon impressions as stated in the Order, then at the written request of ADVERTISER received by XANDR within 90 days after the last run date of the relevant contract flight, XANDR will cause the System to transmit the relevant Commercial Announcement(s) at a subsequent time (or times) until the total ratings points for such programs are at the agreed upon impressions.
- (c) If at any time comScore or Nielsen ceases to publish ratings points for television programming generally, then the ratings point determination with respect to any applicable Ratings Projection shall be as determined and published by another entity acceptable to the Parties that provides such ratings point information for television programming generally. If no entity acceptable to the Parties publishes such information, then XANDR's obligation to fulfill any Ratings Projection with respect to this contract shall be null and void and XANDR shall have no further obligations whatsoever with respect thereto.

6) LINEAR, DATA-DRIVEN LINEAR, ADDRESSABLE TV, AND INTERACTIVE VIDEO PRODUCTS

- (a) The LINEAR PRODUCTS will be those products or services identified in an Order based on clusters of networks and day parts (the "LINEAR PRODUCTS").
- (b) The DATA DRIVEN LINEAR (DDL) PRODUCTS will be those products or services identified in an Order, which may include an audience targeting methodology and distribution network that enables advertisers to enhance their current traditional media plan (the "DDL PRODUCTS").
- (c) ADDRESSABLE TV PRODUCTS will be those products or services identified in an Order, which may include an audience targeting methodology and distribution network that enables advertisers to serve household specific TV advertising based on an advertiser defined target, regardless of programming or time of day (the "ADDRESSABLE TV PRODUCTS").
- (d) The INTERACTIVE TV (ITV) AND OVERLAYS PRODUCTS will be those products or services identified in an insertion order or SOW, which may include interactive engagement or display advertising (the "ITV PRODUCT" and "OVERLAYS PRODUCT").

- (e) XANDR makes no representations and hereby disclaims any warranties to ADVERTISER under these terms regarding the accuracy of the DDL or ADDRESSABLE TV selection file created by ADVERTISER.
- (f) Except for ADVERTISER's rights to the ADVERTISER Intellectual Property (including the Commercial Announcements), ADVERTISER shall not obtain any right or license to the underlying technology, processes or systems used in connection with any Order by reason of this contract or ADVERTISER's receipt of or participation in the DDL PRODUCTS OR ADDRESSABLE TV PRODUCTS and the System.
- (g) XANDR shall have no liability for the accuracy or quality of targeting segments enabled by third party data providers. Orders fulfilled on third party targeting segments will be billed whether or not the accuracy or quality of those segments meet expectations.

7) RATES AND CHARGES

- (a) XANDR reserves the right to increase rates at any time, without prior notice, but no such increases shall be applied to Commercial Announcements transmitted under a signed Order unless otherwise provided on the Order.
- (b) With prior XANDR approval, ADVERTISER may contract for transmission of Commercial Announcements of various lengths, subject to XANDR's then current rate card, which is hereby incorporated into and made part of this contract by reference.
- (c) All expenses related to the delivery of Commercial Announcements to XANDR, and with the return thereof, if return is requested by ADVERTISER, shall be paid by ADVERTISER.

8) CONTENT OF COMMERCIAL ANNOUNCEMENTS

- (a) ADVERTISER shall furnish or cause to be furnished all commercial announcement, content, or program materials to be included within the commercial announcements ("**Commercial Announcements**") contracted for hereunder. ADVERTISER shall comply with XANDR's requirements regarding specifications for Commercial Announcements and the delivery thereof to XANDR. ADVERTISER shall be responsible, at its sole expense, for securing and shall secure all rights, licenses, releases and consents required in connection with transmitting to the public any Commercial Announcement, including but not limited to copyright performance and music synchronization rights with regard to all materials, and also including but not limited to video, audio, script, and talent furnished by ADVERTISER or any other materials which XANDR is directed by ADVERTISER to use. ADVERTISER represents that any and all ADVERTISER data submitted to XANDR by or on behalf of ADVERTISER used for the purposes of addressable television advertising, measurement, and other related services: (a) was gathered and compiled in accordance with all applicable laws, privacy policies, and industry-standard privacy practices, and XANDR's use in accordance with any Order will not violate any third party's rights; and (b) where applicable, for any and all ADVERTISER data obtained from website visitor(s), such visitors were provided with prominent notice that clearly described (i) the data that is collected from each website visit; (ii) how that data could be used, enhanced, and/or shared with third parties, including for cross channel or cross platform advertising purposes such as addressable television advertising; and (iii) how visitors may choose to opt-out of these data uses.
- (b) ADVERTISER shall deliver Commercial Announcements and spot and traffic instructions to XANDR based on the schedule as stated in the Order by TV and Video product.
- (c) If Commercial Announcements and instructions are not received by XANDR based on the schedule as stated in the Order, XANDR may in its sole discretion bill ADVERTISER for the time reserved. XANDR will use its reasonable efforts to transmit Commercial Announcements despite late receipt thereof, but XANDR shall not have any liability for any Commercial Announcements that are not transmitted due to late delivery by ADVERTISER.
- (d) This contract does not obligate XANDR to transmit any Commercial Announcement or other content or material provided by ADVERTISER that is in any manner not consistent with the policies and practices of XANDR, including but not limited to the XANDR Advertising Guidelines as may be updated by XANDR from time to time (a copy is available upon request). All Commercial

Announcements or other material and content to be transmitted hereunder are subject to the prior review by XANDR and XANDR may, without restriction or liability, refuse to transmit any Commercial Announcement or content of any kind which, in its sole discretion, XANDR determines to be unsatisfactory, unsuitable, contrary to the public interest, noncompliant with XANDR's policies or practices, or for any other reason whatsoever. If XANDR should so refuse to transmit a Commercial Announcement, XANDR will attempt to notify ADVERTISER in advance by telephone, facsimile, or email, and unless ADVERTISER furnishes or causes to be furnished satisfactory replacement content following such notice and at least 48 hours in advance of the scheduled transmission, XANDR may in its sole discretion bill ADVERTISER for time reserved. Any acceptance of a Commercial Announcement by XANDR shall not serve as a waiver of XANDR's right to reject such Commercial Announcement in the future.

- (e) XANDR will exercise normal, commercially reasonable precautions in handling Commercial Announcements furnished by ADVERTISER hereunder, but shall not be liable for any loss or damage thereto.

9) INDEMNIFICATION, LIMITATION OF LIABILITIES, AND DISCLAIMER

- (a) ADVERTISER shall indemnify and hold XANDR, any third party involved in the broadcast of the Commercial Announcement or provision of any other service under any Order, and its and their respective Affiliates and representatives, harmless from and against any and all liability (including without limitation costs and reasonable attorney's fees) (i) resulting from the breach by ADVERTISER of any representation, warranty, or covenant made by it hereunder or (ii) related in any way to Commercial Announcements provided by or on behalf of ADVERTISER, including, without limitation, with respect to any allegations or claims of false advertising, that a Commercial Announcement content or other ADVERTISER data provided hereunder, infringes, misappropriates, or violates any third party's patent, copyright, trademark, trade secret, confidential or proprietary information, or other intellectual property, or proprietary or privacy rights, or that a Commercial Announcement fails to comply with any advertising, consumer protection, privacy, data protection or other applicable laws, regulations, or other authorities.
- (b) XANDR makes no representation as to, and shall not be liable in any way for, the accuracy of or information included in, or the results generated by, any Commercial Announcement provided by or on behalf of ADVERTISER or provided by XANDR in accordance with ADVERTISER's specifications.
- (c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF. XANDR'S SOLE LIABILITY, AND ADVERTISER'S SOLE REMEDY, HEREUNDER SHALL BE THE REFUND OF THE TOTAL AMOUNTS ACTUALLY PAID BY ADVERTISER UNDER THE ORDER GIVING RISE TO CLAIM.
- (d) EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, NOTHING SHALL RESTRICT (OR OTHERWISE LIMIT) LIABILITY FOR THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY OR FOR LIABILITIES ARISING UNDER ADVERTISER'S INDEMNITY.

10) ADVERTISER/AGENCY/BUYING SERVICE

- (a) If ADVERTISER is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be) for which advertising is placed pursuant to this contract, then ADVERTISER hereby represents and warrants that it has the authority from such advertiser and/or

agency (or both, as the case may be) to enter into this contract and to otherwise act as an agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

- (b) Notwithstanding anything in this Agreement to the contrary, if ADVERTISER is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be) for which advertising is placed pursuant to this Agreement, then all obligations of ADVERTISER under this contract, including without limitation the obligations of ADVERTISER pursuant to Sections 1, 8, 9, 10 and 11 shall be the joint and several obligations of ADVERTISER and such advertiser and/or agency (or both as the case may be).
- (c) Failure of an agency or time-buying service to receive adequate funds from an advertiser or client does not relieve such agency or time-buying service from the obligation to timely pay all amounts due to XANDR under this contract. Payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, does not constitute payment to XANDR.

11) GENERAL

- (a) XANDR's obligations in this contract are subject to any licenses or franchises held by it and to applicable federal, state, and/or local laws and regulations.
- (b) For purposes of this contract, "Affiliate" shall mean an individual, association, co-partnership, limited partnership, limited liability company, corporation or joint-stock company, trust or other business entity (hereinafter referred to as a "Person"), however organized, that, directly or indirectly, controls, is controlled by or is under common control with another Person. Control shall be defined as: (i) ownership of a majority of the voting power of those classes of voting stock entitled to vote in the election of directors; or (ii) ownership of a majority of the beneficial interests in income and capital of an entity other than a corporation.
- (c) This contract is not exclusive and XANDR shall remain free to solicit and to transmit Commercial Announcements of other advertisers whether or not they are in competition with the business, products, or services of ADVERTISER.
- (d) This contract, including the rights under it, may not be assigned or transferred by ADVERTISER without the prior written consent of XANDR nor may XANDR be required to transmit hereunder for the benefit of any advertiser other than the one named on the face of this contract. Failure of XANDR or ADVERTISER to enforce any of the provisions set forth herein shall not be construed as a general relinquishment or waiver as to that or any other provision. XANDR may assign its performance under this contract to any Affiliate.
- (e) This contract contains the entire agreement of the Parties relating to the subject matter hereof, and supersedes all prior written and oral negotiations, discussions, promises and agreements between the Parties with respect thereto. This contract may be modified or amended only by the express written agreement of both XANDR and ADVERTISER. For the avoidance of doubt, this contract shall not be modified by terms ADVERTISER may unilaterally include with any Commercial Announcements.
- (f) ADVERTISER hereby acknowledges and agrees that delivery to XANDR by or on behalf of ADVERTISER of any Commercial Announcements for transmission hereunder, shall constitute ADVERTISER'S acceptance of and agreement to all of the terms and conditions of this contract.
- (g) This contract shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof.
- (h) Neither Party shall issue any independent press release, media notices, public announcements, advertising, marketing, promotions, or statements (including all Commercial Announcements) regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, which consent is subject to each Party's sole discretion.
- (i) Both Parties acknowledge that during the term of this Agreement, each Party may obtain access to confidential and proprietary information, including but not limited to pricing information, products, services, plans, designs, product or service names, finances, marketing plans, business opportunities,

personnel, research, development or know-how, or any information designed by either Party as “confidential” or “proprietary” or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential, and the terms of this Agreement (collectively, the “Confidential Information”). The Parties acknowledge that each would be irreparably damaged by the disclosure of the Confidential Information to others. Therefore, each Party agrees to (a) not disclose the Confidential Information of the other Party to any third party without the prior written consent of the other Party (except that XANDR may disclose ADVERTISER’s Confidential Information to its Affiliates, partners and agents as reasonably necessary in connection with its performance under any Order, provided that XANDR remains liable for any breach of this provision by such third party), and (b) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own similar Confidential Information. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving Party lawfully knew prior to receiving such information from the disclosing Party; or (iv) the receiving Party develops independently without use of the disclosing Party’s Confidential Information. The Parties agree that in the event of any breach or threatened breach of a Party’s obligations regarding the other Party’s Confidential Information, the non-breaching Party will be entitled to seek injunctive relief in addition to any other remedies to which it may be entitled.

- (j) The language of this Agreement shall be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party. This Agreement has been the subject of arm’s length negotiation and each Party has independently reviewed this contract and has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Accordingly, in the event of an interpretation dispute, the drafting of the language shall not be attributed to either Party. Headings are for reference purposes only and shall not affect the meaning or interpretation of the contract. The use of the “include” shall mean “includes, but is not limited to” and the singular use of words shall include the plural use and vice versa.
- (k) Nonperformance by either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders, or restrictions or other similar reason where failure to perform is beyond the control, and not caused by the negligence or willful acts or omissions, of the non-performing Party. The non-performing Party shall give prompt written notice of such conditions to the other party and make all reasonable efforts to perform.
- (l) Sections 9, 10 and 11 survive termination or expiration of this Agreement, and the remaining provisions hereof shall survive to the extent reasonably necessary to give effect thereto.
- (m) Any written notices and other communications under this Agreement shall be considered given when delivered by hand, overnight courier, or upon mailing when mailed by registered mail, return receipt requested, to the Parties at the address as may be provided and updated by each Party from time to time.