IAB Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less – Terms Comparison Chart
May 9, 2013

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	Introduction Version 3.0 of the Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less ("**Standard Ts&Cs**") covers a broad range of interactive advertising issues and scenarios. Version 2.0, released in 2002, served the market well for a number of years, but as the industry matured, new technologies became available, and business processes changed, the old document became less relevant and multiple addenda became the norm. In 2009, legal, financial, operations, sales, and buying representatives from a large cross-section of media companies and agencies agreed to update the Standard Ts&Cs for current marketplace conditions as well as any future needs that could reasonably be expected. Version 3.0 is the result of many meetings of media companies and agencies who shared a common goal: create a fair and balanced document that covers the majority of standard media buys and therefore streamlines the buying process. **Using This Education Guide** The goal of this document is to help inform readers and users of the Standard Ts&Cs Version 3.0 on the intent of the contract language and the practical business expectations and responsibilities that result from its execution. In this Education Guide, explanations in orange and green text follow many paragraphs or sections of the Standard Ts&Cs. The orange explanations are what remain from the Version 2.0 educational guide. The green explanations are new and relate to Version 3.0 updates. Although each section of the Standard Ts&Cs is important on its own, the document should be read as a whole. Sections are interrelated in ways that are meant to create a fair and balanced representation of all aspects of an interactive media buy. **A Voluntary Standard** Due to the voluntary nature of this agreement, no agency or publisher is required to use Version 3.0. Some may choose to add additional language and/or modify recommended guidelines. In such cases, both the 4A's and IAB urge parties to use the recommended "Addendum" format to outline modifications. It is important to note that the agreements in these Standard Ts&Cs were achieved by negotiating a balanced document and therefore attempts to alter its contents could result in additional modifications being requested by the other party.
Standard Terms and Conditions	**Standard Terms and Conditions**
These Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less are intended to offer Media Companies, Advertisers, and their Agencies a standard for conducting business in a manner acceptable to all parties. These Standard Terms and Conditions shall apply to all advertising orders agreed to between Media Company and Advertisers and/or their Agencies contracting for the purchase of advertising unless the parties agree in writing	These Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, are intended to offer media companies and advertising agencies a standard for conducting business in a manner acceptable to both. This document, when incorporated into an insertion order, represents the parties' common understanding for doing business. This document may not fully cover sponsorships and other arrangements involving content association or integration,

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that other conditions, documents or amendments containing terms and conditions applicable to such media placements shall apply. This document is to accompany Agency or Media Company insertion orders, and any additional conditions, documents or amendments that apply to the media placement and represents a common understanding for doing business. To the extent that any term or condition in an accompanying IO document or amendment conflicts with any term or condition set forth herein, the terms of the applicable IO, document or amendment shall apply to the extent of such conflict. This document may not fully cover all ad placements including those that appear on mobile or tablet devices, sponsorships, customized content, and/or other arrangements involving content association or integration, and/or special production, which placements will be governed by additional written agreement among the parties.	and/or special production, but may be used as the basis for the media components of such contracts. This document is not meant to cover the relationship between a publisher and a network, or direct advertiser buys with publishers.
DEFINITIONS	**DEFINITIONS**
"**Ad(s)**" means any advertisement(s) provided by an Advertiser or by an Agency on behalf of an Advertiser. "**Advertiser**" means the advertiser or the client for which an Agency is the legally authorized agent under an applicable IO which authority provides Agency the right to enter into and bind Advertiser in respect of media placement agreements. Media company reserves the right to request proof from Agency to evidence any such authority. "**Advertising Materials**" means any materials, artwork, copy, or active URLs for Ads. "**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity. "**Agency**" means the advertising agency, if any, listed on the applicable IO. "**Business Day**" means a standard work day (between 9am-5pm of each office's time zone) and does not include statutory holidays, Saturdays, or Sundays. "**CPA Deliverables**" means Deliverables sold on a cost per acquisition basis (e.g. newsletter sign-up,	"**Ad**" means any advertisement provided by Agency on behalf of an Advertiser. "**Advertiser**" means the advertiser for which Agency is the agent under an applicable IO. "**Advertising Materials**" means artwork, copy, or active URLs for Ads. "**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity. "**Agency**" means the advertising agency listed on the applicable IO. "**CPA Deliverables"** means Deliverables sold on a cost per acquisition basis. "**CPC Deliverables"** means Deliverables sold on a cost per click basis. "**CPL Deliverables"** means Deliverables sold on a cost per lead basis. "**CPM Deliverables"** means Deliverables sold on a cost per thousand impression basis.

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contest entry, lead, etc.) "**CPC Deliverables**" means Deliverables sold on a cost per click basis. "**CPM Deliverables**" means Deliverables sold on a cost per thousand impression basis. "**Deliverable**" or "**Deliverables**" means the inventory delivered by Media Company (e.g. impressions, clicks, or other desired actions). "**IO**" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency and/or Advertiser. "**Media Company**" means the publisher listed on the applicable IO. "**Media Company Properties**" are websites (which may be specified on an IO) that are owned, operated, or controlled by Media Company. "**Network Properties**" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads. "**Optimization Period**" is an agreed upon period of time/inventory where the Agency and/or Advertiser works with the Media Company, sharing information, in attempt to better campaign results. Optimization practices may include changing Ad sizes, Ad placements, creative mix, or any number of variables. The length of an optimization period can depend on the level of inventory being run, but is recommended at the first ~10-20% of booked inventory from launch. "**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.	"**Deliverable**" or "**Deliverables**" means the inventory delivered by Media Company (*e.g.*, impressions, clicks, or other desired actions). "**IO**" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser. "**Media Company**" means the publisher listed on the applicable IO. "**Media Company Properties**" are websites specified on an IO that are owned, operated, or controlled by Media Company. "**Network Properties**" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads. "**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates. "**Representative**" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney. **"Site"** or "**Sites**" means Media Company Properties and Network Properties. "**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0. "**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

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"**Representative**" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney. "**Rich Media**" means Ads with which users can interact (as opposed to solely animation). These Ads can be used either singularly or in combination with various technologies including video, sound, or Flash, and with programming languages such as Java, JavaScript, DHTML, and HTML5. They can be shown in the form of banners, buttons, transitionals, and various over-the-page units such as floating Ads, page takeovers, and tear-backs, etc. "**Rising Stars**" references several high profile Rich Media ad units that have achieved standardization. Examples of these ad units and their source codes can be found here: http://www.iab.net/risingstars. "**Short Rates**" refers to the process whereby Media Company negotiates a rate with Agency based on a volume and/or spend commitment by Advertiser. If Advertiser fails to meet the agreed upon volume and/or spend commitment, Media Company has the right to retroactively apply a higher rate to the invoice in connection with such delivered inventory. "**Site**" or "**Sites**" means Media Company Properties and Network Properties. "**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less. "**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties. "**Third Party Ad Server**" means a Third Party that serves and/or tracks Ads. "**Video Ad-Serving Template (VAST)**" is a universal protocol for serving in-stream video ads,	"**Third Party Ad Server**" means a Third Party that will serve and/or track Ads.

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permitting ad servers to use a single ad response format across multiple compliant publishers/video players (http://www.iab.net/vsuite). "**Video Player-Ad Interface Definition (VPAID)**" is a common communication protocol between ad units and video players that enables rich ad experiences and detailed event reporting back to Advertisers (http://www.iab.net/vsuite). "**Video Multiple Ad Playlist (VMAP)**" is a protocol that allows content owners to describe where ad breaks should be placed in their content when they do not control the video player or the content distribution outlet (http://www.iab.net/vsuite).	
INSERTION ORDERS AND INVENTORY AVAILABILITY	**INSERTION ORDERS AND INVENTORY AVAILABILITY**
a. IO Details. From time to time, parties may negotiate one or more IO's under which a Media Company will deliver Ad(s) to Site(s) for the benefit of an Agency and/or Advertiser. An IO may either be submitted by Agency to Media Company, signed by Media Company and returned to Agency, or be submitted by Media Company, signed by Agency or Advertiser, as applicable, and returned to Media Company. In either case, an IO will be binding only if accepted as provided in Section II(b) below. Each IO shall specify: (a) the type(s) and amount(s) of Deliverables; (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent pursuant to the IO (if applicable), (d) the start and end dates of the campaign, and (e) the identity & full disclosure of, contact information, and acknowledgment of measurement for any ad server that will serve and/or track Ads ("**Ad Server**") including any Third Party Ad Server that will be collecting the billable data, if not the Media Company Ad Server, including logins to said systems or daily reports. Full disclosure includes all Ad Servers being used, including Rich Media Ad Servers, and any exceptions made (e.g. if Video is not being third party served). Other items that may be included are, but are not limited to: reporting requirements such as impressions (including any caps thereon) or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; the use of any data verification	a. IO Details. From time to time, Media Company and Agency may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

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analysis (including viewability metrics) and how that will affect discrepancies and/or billing; and specifications concerning ownership of data collected. b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Agency within two (2) business days of receipt of an IO signed by Advertiser or Agency, as applicable, if the specified inventory is not available. Acceptance of the IO and these Terms will be made upon the earlier of (a) written (which, unless otherwise specified, for purposes of these Terms shall include paper, fax, or e-mail communication) approval of the IO by both Media Company and Advertiser or Agency, as applicable; or (b) the display of the first Ad impression by Media Company, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless signed by both parties. c. Revisions. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.	b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Agency within two (2) business days of receipt of an IO signed by Agency if the specified inventory is not available. 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 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. c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.
III. AD PLACEMENT AND POSITIONING	**II. AD PLACEMENT AND POSITIONING**
a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VII(c) below, will create a reasonably balanced delivery schedule. Media Company will 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. Any exceptions to this will be approved by the Advertiser or Agency, as applicable, in writing, such approval not to be unreasonably withheld or delayed. b. Changes to Site. Unless otherwise specified in the IO, Media Company will use commercially reasonable efforts to provide Agency at least 10 business days prior notification of any material changes to the Site that would materially change the target audience. Should such a modification occur, upon notice Agency or Advertiser, as applicable, shall have the right to cancel the remainder of the IO without penalty, provided that any such cancellation must occur within the 10-business day notice period. Should such a modification occur without notice, Agency and Advertiser shall have the right to cancel the remainder of the IO without penalty upon discovery of the modifications and shall be entitled to a return of applicable funds paid under the IO from the date such modifications were made up to the date of cancellation, provided that any such cancellation must occur within 10 business days of Agency or Advertiser discovering of the modifications.	a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VI(c), will create a reasonably balanced delivery schedule. Media Company will 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. Any exceptions will be approved by Agency in writing. b. Changes to Site. Media Company will use commercially reasonable efforts to provide Agency at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Agency may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

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c. Technical Specifications. Media Company will submit or otherwise make electronically accessible to Advertiser or Agency, as applicable, within two (2) business days of acceptance of an IO final technical specifications, as agreed upon by the parties. Changes to the specifications of the already purchased Ads after that two (2) business day period will allow Advertiser or Agency, as applicable, to suspend (without impacting the end date unless otherwise agreed by the parties) delivery of the affected Ad for a reasonable time in order to either (i) send revised Advertising Materials; (ii) request that Media Company resize the Ad at Media Company's cost, and with final creative approval of Advertiser or Agency, as applicable, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the IO for the affected Ad without penalty.	c. Technical Specifications. Media Company will submit or otherwise make electronically accessible to Agency final technical specifications within two (2) business days of the acceptance of an IO. Changes by Media Company to the specifications of already-purchased Ads after that two (2) business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) request that Media Company resize the Ad at Media Company's cost, and with final creative approval of Agency, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.
d. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ad delivery, although Media Company will at all times retain editorial control over the Media Company Properties. As Advertiser's and Agency's sole remedy for a violation of the Editorial Adjacency Guidelines (i) if Media Company is notified of such violation within 30 days (not business days) of discovery of the violation, Advertiser or Agency, as applicable, shall be entitled to a refund, makegood or other agreement as reasonably agreed upon between the parties; and (ii) after Advertiser or Agency, as applicable, provides Media Company with written notice that specific Ads are in violation of such Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation as soon as possible. In the event that Agency or Advertiser, as applicable, acting at all times reasonably and in good faith, believes that the violation of the Editorial Adjacency Guidelines or such correction materially and adversely impacts the IO, the parties will negotiate in good faith mutually agreed changes to such IO to address such impairment. In the event that the parties cannot reach agreement on such changes within five (5) business days from the implementation of such correction, Advertiser or Agency, as applicable, or Media Company may, upon the conclusion of such five (5) business day period, immediately cancel such IO, without penalty. For any page on a Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Agency's sole	D. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and Agency agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Agency and Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Agency or Advertiser is aware, or should be aware, may contain content in potential

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remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use. Advertiser's that are sensitive to user-generated content should specify their needs on the IO.	violation of the Editorial Adjacency Guidelines. For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Agency's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.
IV. PAYMENT AND PAYMENT LIABILITY	**III. PAYMENT AND PAYMENT LIABILITY**
a. **Invoices** The initial invoice will be sent upon completion of the first month's delivery or within net 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Agency's or Advertiser's billing address, as applicable, and as set forth in the IO and must include information reasonably specified by Agency or Advertiser such as the IO number, Advertiser name (if IO has been signed by an Agency), brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices pursuant to the IO must be received within 90 days of the end of the media campaign. Failure by Media Company to send such invoice(s) within 90 days may result in a delay in Media Company's receipt of amounts owing under applicable invoices. Upon written request from the Advertiser or Agency, as applicable, Media Company shall provide invoices accompanied by proof of performance for the invoiced period, which may include a printed report or access to online or electronic reporting as addressed in this document, subject to the notice and cure provisions of Section V. Media Company should invoice Advertiser or Agency, as applicable, for the services provided on a calendar month basis with the net cost (i.e. the cost after subtracting Agency commission, if any) where Media Company has agreed to deduct Agency commissions, based on actual delivery or based on prorated distribution of delivery over the term of	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. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables. Media Company acknowledges that failure by Media Company to send an invoice within such period may cause Agency to be contractually unable to collect payment from the Advertiser. If Media Company sends the invoice after the 90-day period and the Agency either has not received the applicable funds from the Advertiser or does not have the Advertiser's consent to dispense such funds, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser or obtaining Advertiser's consent to dispense funds. Upon request from the Agency, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these Terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Agency for the services provided on a calendar-month basis with the net cost (*i.e.*, the cost after

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the IO, as specified in the applicable IO.	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.
b. **Payment Date** If the IO is entered into between the Media Company and the Advertiser, Advertiser agrees to make payment within 30 days of receipt of invoice from Media Company. If the IO is entered into between Agency and Media Company, Agency agrees to make every commercially reasonable effort to collect and clear payment from Advertiser on a timely basis, and Agency will make payment within 60 days of receipt of invoice from Media Company, or as otherwise stated in a payment schedule set forth in the IO. Upon expiry of the 60 day period, Media Company may notify Agency in writing that it has not received payment that it intends to seek payment directly from Advertiser pursuant to Section IV(c), and may do so five (5) business days after providing such notice. In the event Media Company elects to seek payment directly from an Advertiser, Agency shall cooperate and assist Media Company with such collection efforts, including providing Media Company with all relevant Advertiser information (such as billing contact name and address) and executing all reasonable documentation to facilitate Media Company's collection efforts, including formal assignment of any of Agency's relevant contractual rights provided such assignment is allowed for under the applicable contracts.	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 five (5) business days after providing such notice.
c. **Payment Liability** Unless otherwise agreed to by the parties and set forth on the IO, payment liability will be dealt with in the following manner: (i) If the IO is entered into between the Media Company and the Advertiser, Advertiser shall be solely responsible for all payments thereunder. (ii) If the IO is entered into between Agency and the Media Company, payment liability will be dealt with in one of the following ways: a. Advertiser solely liable to Media Company: Media Company agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company agrees to hold Advertiser solely liable. Media Company understands that Advertiser is Agency's disclosed principal and Agency, as legally authorized agent, has no obligations relating to such payments, either joint or several, except as	c. Payment Liability. Unless otherwise set forth by Agency on the IO, Media Company agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company agrees to hold Advertiser solely liable. Media Company understands that Advertiser is Agency's disclosed principal and Agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(c) and Section X(c). Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. 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

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specifically set forth in this Section IV(c) and Section IX(c). b. Agency and Advertiser Jointly and Severally Liable to Media Company: Although Agency places an order as disclosed agent for the Advertiser, Agency agrees that both Agency and Advertiser will be jointly and severally liable to Media Company for payments for Ads placed in accordance with the IO. Selection of joint and several liability must be clearly accepted and agreed to by Agency in writing in the IO; provided, however, joint and several liability will automatically apply if Agency is not a legally authorized agent of Advertiser. Agency will make available to Media Company upon request written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgment that Agency is its duly authorized 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. If Media Company has reasonable evidence to believe that Agency's or Advertiser's credit is or becomes impaired (e.g. previous default in payment, bankruptcy, evidence of poor sales, etc.), Media Company may require payment in advance.	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. If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.
V. REPORTING	**IV. REPORTING**
a. Confirmation of Campaign Initiation. Media Company will use commercially reasonable efforts to, within two (2) business days of the start date on the IO; provide confirmation to Advertiser or Agency, as applicable, either electronically or in writing, stating whether the components of the IO have begun delivery. b. Media Company Reporting. If Media Company is serving the applicable campaign, Media Company will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (e.g. keywords). Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period.	a. Confirmation of Campaign Initiation. Media Company will, within two (2) business days of the start date on the IO, provide confirmation to Agency, either electronically or in writing, stating whether the components of the IO have begun delivery. b. Media Company Reporting. If Media Company is serving the campaign, Media Company will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (e.g., keywords). Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period. c. Makegoods for Reporting Failure. If Media Company fails to deliver an accurate and complete

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c. Proof of Performance. Challenges to the accuracy or completeness of reports must be submitted to Media Company in writing within 10 business days of submission of report to Advertiser or Agency, as applicable. Pursuant to the foregoing sentence, upon Advertiser's or Agency's provision of notice to Media Company that Media Company delivered an incomplete or inaccurate report or no report at all, Media Company will cure such failure by delivering an accurate or complete report within five (5) business days of receipt of such notice. In the event that Media Company fails to deliver an accurate and complete report within the time specified, Agency may initiate makegood discussions pursuant to Section VII below. In addition, failure to cure may result in delayed or nonpayment for all activity for which data are incomplete or missing until Media Company delivers the accurate and complete reports. If such reports are not delivered within 30 days of Media Company's learning of such failure, or absent such knowledge, within 120 days of the end of the campaign, Advertiser or Agency, as applicable, shall not be liable for payment for all activity for which data is incomplete or missing.	report by the time specified, Agency may initiate makegood discussions pursuant to Section VI, below. If Agency informs Media Company that Media Company has delivered an incomplete or inaccurate report, or no report at all, Media Company will cure such failure within five (5) business days of receipt of such notice. Failure to cure may result in nonpayment for all activity for which data is incomplete or missing until Media Company delivers reasonable evidence of performance; such report will be delivered within 30 days of Media Company's knowledge of such failure or, absent such knowledge, within 180 days of delivery of all Deliverables.
VI. CANCELLATION AND TERMINATION	**V. CANCELLATION AND TERMINATION**
a. Before Campaign Launch. Unless designated on the IO as non-cancelable, Advertiser or Agency, as applicable, may cancel the entire IO or any portion thereof at any time prior to the serving of the first impression of the IO, with: (i) 10 business days prior written notice, without penalty, for guaranteed and nonguaranteed inventory. Cancellations received within 10 business days prior to the serving of the first impression of the IO are subject to a 10 day sliding scale of required payment. (For clarity and by way of example, if Advertiser or Agency cancels the IO five (5) business days prior to the serving of the first impression, Advertiser will only be responsible for payment for the first five (5) days of the IO.) (ii) 30 days (not business days) prior written notice for flat-fee based or fixed placements (e.g. roadblocks). Advertiser is liable to Media Company for any amounts due for any custom content or development (e.g. a microsite) prior to termination. Said amounts should be separate line items in the IO. b. After Campaign Launch. Unless designated on the IO as non-cancelable, Advertiser or Agency, as applicable, may cancel the entire IO, or any portion thereof upon the serving of the first impression of the IO or any time thereafter, without penalty, by providing Media Company written notice of cancellation which will be effective after the later of: (i) 10 business days after serving the first impression of the IO; or	a. Without Cause. Unless designated on the IO as non-cancelable, Advertiser may cancel the entire IO, or any portion thereof, as follows: i. With 14 days' prior written notice to Media Company, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables. ii. With seven (7) days' prior written notice to Media Company, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables. iii. With 30 days' prior written notice to Media Company, without penalty, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time-based or share-of-voice buys, and some types of cancelable sponsorships. iv. 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

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(ii) five (5) business days after providing Media Company with such written notice. Advertiser will be responsible for payment for the total number of days that the Advertising Materials were executed. c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 business days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. d. Short rates may apply to cancelled buys to the degree stated on the IO. e. Notwithstanding any provision to the contrary in VI. CANCELLATION AND TERMINATION or elsewhere in these Terms, the cancellation of an IO will not relieve Agency or Advertiser from its payment obligations to Media Partner in situations where an IO or any separate agreement entered into by Media Partner and Agency or Advertiser specifies that Media Partner shall be paid specified amounts for customized solutions associated with a campaign including without limitation, acquisition of content or other products/services from one or more Third Parties, the creation of a microsite, and any special sponsorship opportunity created by Media Partner for the benefit of Agency or Advertiser. f. Expiration or termination of these Terms shall not release the parties from any liability or obligation which, at the time of such expiration or termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in these Terms to survive termination.	an invoice therefore. . b. For Cause. Either Media Company or Agency may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, even if Agency or Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. If Agency or Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Agency, then Media Company may terminate the IO and/or placements associated with such breach upon written notice. c. Short Rates. Short rates will apply to canceled buys to the degree stated on the IO.
VII. MAKEGOODS	**VI. MAKEGOODS**
a. Notification of Under-Delivery. Media Company shall monitor delivery of the Ads, and shall notify Agency either electronically or in writing as soon as possible (and no later than five (5) business days before IO end date unless the length of the campaign is less than five (5) business days) if Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for a mutually agreeable form of makegood consistent with these Terms. b. Guaranteed Deliverables - Makegood Procedure. In the event that actual Deliverables for any	a. Notification of Under-delivery. Media Company will monitor delivery of the Ads, and will notify Agency either electronically or in writing as soon as possible (and no later than 14 days before the applicable IO end date unless the length of the campaign is less than 14 days) if Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, Agency and Media Company may arrange for a makegood consistent with these Terms. b. Makegood Procedure. If actual Deliverables for any campaign fall below guaranteed levels, as set

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campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit), Advertiser or Agency, as applicable, and Media Company will use good faith efforts to agree upon the conditions of a makegood flight either in the IO or at the time of the shortfall. If no makegood can be agreed upon, Advertiser or Agency, as applicable, may execute a credit equal to the value of the under-delivered portion of the applicable IO for which it was charged. In the event that Agency or Advertiser has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then if Agency and/or Advertiser has no overdue and outstanding amounts owing to Media Company under any other agreement for such Advertiser, Advertiser or Agency, as applicable, may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event shall Media Company provide a makegood or extend any Ad beyond the period set forth in the IO without prior written consent of Advertiser or Agency, as applicable. c. Unguaranteed, Flat-Fee, and/or Time-Blocked Deliverables. If delivery of a campaign has not been guaranteed by Media Company (by way of example only, if an IO contains CPA Deliverables, CPC Deliverables, or has been purchased on a flat-fee or for a certain time-block), the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even-delivery, and makegoods are not available.	forth on the IO, and/or if there is an omission of any Ad (placement or creative unit), Agency and Media Company will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, Agency may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If Agency or Advertiser has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then, if Agency and/or Advertiser is reasonably current on all amounts owed to Media Company under any other agreement for such Advertiser, Agency may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will Media Company provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Agency. c. Unguaranteed Deliverables. If an IO contains CPA Deliverables, CPL Deliverables, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available.
VIII. BONUS IMPRESSIONS	**VII. BONUS IMPRESSIONS**
a. Bonus Impressions with Third Party Ad Server. Where Advertiser or Agency, as applicable, utilizes a Third Party Ad Server, Media Company will not bonus more than 10% above the Deliverables specified in the IO without prior written consent from Advertiser or Agency, as applicable. Permanent or exclusive placements shall run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad served activity. If an impression cap for Third Party Ad Server activity is specified in an IO, and Advertiser or Agency, as applicable, notifies Media Company that the capped levels stated in the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Media Company may either 1) serve any additional Ads itself or 2) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (a) after such notice has been provided and (b) to the extent such charges are associated with over-delivery by more than 10% above such capped levels. For clarity, Advertiser or Agency, as applicable, will not be charged by Media Company for any additional Ads above any level capped in the IO. As stated in Section VII(c), unguaranteed inventory is not subject to bonus inventory.	a. With Third Party Ad Server. Where Agency uses a Third Party Ad Server, Media Company will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Agency. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and Agency notifies Media Company that the guaranteed or capped levels stated on the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Media Company may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with overdelivery by more than 10% above such guaranteed or capped levels. b. No Third Party Ad Server. Where Agency does not use a Third Party Ad Server, Media Company

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b. Bonus Impressions Without Third Party Ad Server. Where Advertiser or Agency, as applicable, does not utilize a Third Party Ad Server, Media Company may bonus as many Ad units as Media Company chooses unless otherwise indicated on the IO. Advertiser or Agency, as applicable, will not be charged by Media Company for any additional advertising units above any level capped in the IO.	may bonus as many ad units as Media Company chooses unless otherwise indicated on the IO. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed on the IO.
IX. FORCE MAJEURE	**VIII. FORCE MAJEURE**
a. Generally. Excluding payment obligations, neither party will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications (including internet, mobile and other technologies) network failures, electrical outages, acts of God, or labour disputes ("**Force Majeure**"). In the event that Media Company suffers such a delay or default, Media Company shall make commercially reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Advertiser or Agency, as applicable, Media Company shall allow Advertiser or Agency, as applicable, a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase. In addition, Advertiser or Agency, as applicable, shall have the benefit of the same discounts that would have been earned had there been no default or delay. b. Related to Payment. If Advertiser's or Agency's ability to transfer funds to third parties has been materially and negatively impacted by an event beyond the Advertiser's or Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser or Agency, as applicable, shall make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition shall be excused for the duration of such condition. Subject to the foregoing, such excuse for delay shall not in any way relieve Advertiser or Agency, as applicable, from any of its obligations as to the amount of money that would have been due and paid without such condition. c. Cancellation under Force Majeure. To the extent that a Force Majeure event has continued for 5 business days after the date the event started, Media Company or Advertiser or Agency, as applicable, has the right to cancel the remainder of the IO without penalty.	a. Generally. Excluding payment obligations, neither Agency nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("**Force Majeure event**"). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Agency, Media Company will allow Agency a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Agency will have the benefit of the same discounts that would have been earned had there been no default or delay. b. Related to Payment. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition. c. Cancellation. If a Force Majeure event has continued for five (5) business days, Media Company and/or Agency has the right to cancel the remainder of the IO without penalty.
X. AD MATERIALS	**IX. AD MATERIALS**

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	a. Submission. Agency will submit Advertising Materials pursuant to Section II(c) in accordance with Media Company's then-existing Policies. Media Company's sole remedies for a breach of this provision are set forth in Section V(c), above, Sections IX (c) and (d), below, and Sections X (b) and (c), below.
a. Late Creative. It is Advertiser's or Agency's obligation to submit Advertising Materials in accordance with Media Company's then existing Policies (including IAB Canada Standard Banner, Rich Media, Rising Stars, Video, etc., standards) all in accordance with Section III(c). Media Company's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below, Section VI(c), and Section XI(b). If Advertising Materials are late, Advertiser is still responsible for the media purchased pursuant to IO. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO. Unless the parties have expressly agreed to different timelines in the IO, Advertising Materials are considered late if (i) the Media Company receives the final, Advertiser-approved and fully-functional Advertising Material in fewer than three (3) business days for Standard Banner advertising, in fewer than five (5) business days for Rich Media, Rising Stars, and Video advertising, or in fewer than 10 business days for custom advertising, before the start of the specified Advertising Campaign. This three (3), five (5) or 10 day period is required for the Media Company to 1) check for Specifications/Policy compliance and 2) Testing/Scheduling/Building out custom units. Provisions for late creative are outlined in Appendix A: Late Creative Policy. NOTE: For more info on the definitions of Standard and Rich Media Ad Units, please see http://www.iabcanada.com. For more information on the Rising Stars Ad Units, please see http://www.iab.net/risingstars. IAB Canada recommends Video creative to be VAST 3.0 complaint: http://www.iab.net/vsuite If not adhering to the Late Creative Policy (Appendix A), Agency and Advertiser are aware that full delivery of booked inventory may be hindered by creative that is received late.	b. Late Creative. If Advertising Materials are not received by 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, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO. Media Company and Agency will negotiate a resolution if Media Company has received all required Advertising Materials in accordance with Section IX(a) but fails to commence a campaign on the IO start date.
b. Ad Material Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads where 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 that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising	c. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads 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 that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule,

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Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser or Agency, as applicable.	or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency.
c. Notification for Non-Compliant Ad Materials. On receipt of Advertising Materials provided by Advertiser or Agency, as applicable, Media Company will use commercially reasonable efforts to notify Advertiser or Agency, as applicable, of non-compliance with Specifications Policy within one (1) business day of its receipt of Advertising Materials, and will notify Advertiser or Agency, as applicable, of any changes required as a result of Testing within two (2) business days for Standard Banner creative and three (3) business days for Rich Media, Rising Stars, and Video. Advertising Materials that require adjustments are still subject to all Late Creative timelines and provisions.	
d. Damaged Creative. If Advertising Materials provided by Advertiser or Agency, as applicable, are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Advertiser or Agency, as applicable, within two (2) business days of its receipt of such Advertising Materials, provided such time period shall be three (3) business days for Video or Rich Media.	d. Damaged Creative. If Advertising Materials provided by Agency are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Agency within two (2) business days of its receipt of such Advertising Materials.
e. No Ad Materials Modification. Media Company will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser or Agency, as applicable, approval. Media Company shall use all such Ads in strict compliance with these Terms and any written instructions provided by Advertiser or Agency, as applicable.	e. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Agency's approval. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.
f. Ad Tags. When applicable, Third Party Ad Server tags shall be implemented so that they are functional in all aspects.	f. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
g. Trademark Usage. Media Company, on one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.	g. Trademark Usage. Media Company, on the one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.
XI. INDEMNIFICATION	**X. INDEMNIFICATION**

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a. By Media Company. Media Company agrees to defend, indemnify and hold harmless Agency and Advertiser, their Affiliates (as defined below) and their respective directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "**Losses**") incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of Media Company's breach of Section XIII, Media Company's display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO, or that materials provided by Media Company (and not by Agency or Advertiser) for an Ad violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action, except to the extent that such claim, judgment or proceeding resulted from such materials fulfilling Agency's or Advertiser's unique specifications.	. By Media Company. Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party and resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XIV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting.
b. By Advertiser. The Advertiser Parties agree to defend, indemnify and hold harmless Media Company its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of: (i) a breach of Section XIII by an Advertiser Party, (ii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms, including, but not limited to, allegations that such content or subject matter violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action, or (iii) violation of Policies (to the extent the applicable terms of such Policies have been provided or otherwise made available to an Advertiser Party at least two business days prior to the violation giving rise to the claim).	b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims 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 (*e.g.*, by making such Policies available by providing a URL) via email or other affirmative means, to Agency or Advertiser at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO.
c. By Agency. Agency represents and warrants that it has the authority to act as agent for Advertiser to bind Advertiser to these Terms and each IO. Agency agrees to defend, indemnify and hold harmless Media Company its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of (i) Agency's alleged breach of the foregoing sentence or (ii) claims, judgement or proceeding alleging that Agency has breached its express, Agency-specific obligations under Section XIII.	c. By Agency. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under Section XII.
d. Procedure. If any Third Party action, claim, judgement or proceeding (each, a "**Claim**") is brought	

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against either party (the "**Indemnified Party**") in respect to any allegation for which indemnity may be sought from the other party ("**Indemnifying Party**"), the Indemnified Party will promptly notify the Indemnifying Party of any such Claim of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay) and will: (i) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party. e. Notwithstanding the foregoing, in the event that any Indemnifying Party is required to defend, indemnify or hold harmless an Indemnified Party from a Claim of a Related Party (as defined below) of such Indemnified Party pursuant to this Section XI, Losses incurred in connection with such Claim will be limited to those that are reasonably foreseeable. A "**Related Party**" is a party in a contractual relationship with the Indemnified Party where such specific contractual relationship relates to the Loss being asserted by that Related Party.	d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.
XII. LIMITATION OF LIABILITY	**XI. LIMITATION OF LIABILITY**
Excluding the parties' obligations under Section XI or damages that result from a breach of Section XIII, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits or lost savings, business interruption, loss of information and the like, incurred by the other party arising out of these Terms, even if such party has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, a party's aggregate liability for direct damages under this Agreement shall not exceed the total amounts paid or payable by Advertiser under this Agreement.	a. Excluding Agency's, Advertiser's, and Media Company's respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Agency, Advertiser, or Media Company, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.
XIII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS	**XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS**
a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's	a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's

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contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than in order to perform its obligations under any Agreement or as may be otherwise specifically provided for on the IO.	contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.
b. Exceptions. Notwithstanding anything contained herein to the contrary, and except for Personal Information (as defined below), the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.	b. Exceptions. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.
c. Additional Definitions. As used herein the following terms shall have the following definitions: i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser. ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information. iii. "**Performance Data**" is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details.	c. Additional Definitions. As used herein the following terms shall have the following definitions: i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser. ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information. iii. "**Performance Data**" is data regarding a campaign gathered during delivery of an Ad pursuant to

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iv. "**Site Data**" is any data that is (A) pre-existing Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.	the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details. . iv. "**Site Data**" is any data that is (A) preexisting Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.
v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.	v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.
vi. "**Repurposing**" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.	vi. "**Repurposing**" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.
vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.	vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.
viii. "**Personal Information**" means information about an identifiable individual.	
d. Use of Collected Data.	d. Use of Collected Data.
i. Unless otherwise authorized by Media Company in writing, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).	i. Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).
ii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO.	ii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO.
iii. Advertiser, Agency, and Media Company (each a "**Transferring Party**") will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf	

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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.	iii. Advertiser, Agency, and Media Company (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, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.	e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.
f. Privacy Policies. Agency, Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies which will abide by applicable laws.	f. Privacy Policies. Agency, Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.
g. Compliance with Law. Agency, Advertiser, and Media Company will at all times comply with all federal, provincial, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.	g. Compliance with Law. Agency, Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.
h. Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.	h. Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

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XIV. Third PARTY AD SERVING AND TRACKING (Applicable if Third Party Server Is Used)	**XIII. <u>THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server used)</u>**
a. Media Company will track delivery through its own ad server and billing for campaigns will be based off of Media Company's ad server numbers unless the Media Company expressly agrees in writing to bill off of Agency's Third Party Ad Server numbers in the IO. Agency may also wish to track delivery through its proprietary or subcontracted Third Party Ad Server whose identity is set forth in the IO. Agency must disclose all Third Party Ad Servers being used by it for the campaign. Agency may not substitute the Third Party Ad Server specified in the IO without Media Company's consent. Agency and Media Company agree to give reciprocal access to relevant and non-proprietary statistics from both Media Company's ad server and Third Party Ad Server, as applicable, or if such is not available, provide daily reports for the first three (3) days of the IO and weekly placement-level activity reports to each other thereafter. If the access provided to Media Company is derived or not working, or if Agency fails to deliver the reports required above, Media Company may choose to bill off of its ad server or cancel the campaign with no penalty to Media Partner or its partners. In the event that the Media Company's ad server measurements are higher than those produced by the Agency's Third Party Ad Server by more than 10% over the invoice period, Agency will facilitate a reconciliation effort between Media Company and Third Party Ad Server. If the discrepancy cannot be resolved by both parties and Agency has made a good faith effort to facilitate the reconciliation effort, the Advertiser's or Agency's Third Party Ad Server measurement will be used with a maximum adjustment of 10%. (NOTE: Discrepancies may be increased with the use of data verification companies; ensure this is understood by all parties upon drafting the IO.) The 10% discrepancy is applicable to each individual line item in the IO. All tags should correspond back to the line items in the IO. d. Where an Advertiser or Agency, as applicable, is utilizing a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, the Advertiser or Agency, as applicable, shall have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours (the "**Ad Suspension Period**"). Upon written notification by Advertiser or Agency, as applicable, of a non-functioning Third Party Ad Server, the Media Company has 24 hours to suspend delivery and the Ad Suspension Period shall commence upon such Media Company's suspension of delivery.	a. <u>Ad Serving and Tracking</u>. 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. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO ("**Controlling Measurement**") will be determined as follows: i. Except as specified in Section XIII(b)(iii), the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the "**IAB/AAAA Guidelines**"). ii. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Media Company in an electronic form that is approved by Media Company; provided, however, that Media Company must receive access to such interface in the timeframe set forth in Section XIII(c), below. iii. If neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subparagraph (ii), above, cannot be met, the Controlling Measurement will be based on Media Company's ad server, unless otherwise agreed by Agency and Media Company in writing. c. Ad Server Reporting Access. As available, 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 after campaign launch. The other party will notify the party with 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, as mutually agreed to by the parties or as specified in Section IV(b), above, in the case of Ads being served by Media Company. If

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Advertiser will not be held liable for payment for any Ad that runs within the Ad Suspension Period until the Media Company is notified that the Third Party Ad Server is able to serve Ads. In the event that the Ad Suspension Period passes and Advertiser or Agency, as applicable, has not provided written notification that Media Company can resume delivery under the IO, Advertiser will pay for the Ads that would have run or are run after the Ad Suspension Period but for the suspension and can elect Media Company to serve Ads until Third Party Ad Server is able to serve Ads. If Advertiser or Agency, as applicable, does not so elect for Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, Media Company may utilize the inventory that would have been otherwise used for Media Company's own advertisements or advertisements provided by a third party. Upon notification that the Third Party Ad Server is functioning, Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond such 72 hour period, without reasonable explanation, will result in Media Company owing a makegood to Advertiser or Agency, as applicable. e. Ad Server Reporting Access. If Media Company has agreed in writing to bill off Third Party Ad Server numbers, the Advertiser or Agency, as applicable, must deliver a login to the Third Party Ad Server within one (1) day after campaign launch so that the Media Company may track their delivery. Advertiser or Agency, as applicable, must also set-up automatic daily reports to of delivery to a specified email address at the Media Company to monitor delivery. If Media Company does not receive a working login prior to campaign start or by the second day of the campaign, and attempts to notify the Advertiser or Agency, as applicable, fail to produce a login, the Media Company can slow down, pause, or decide to not go live with the campaign without penalty until a login is provided by the Advertiser or Agency, as applicable, or the Third Party Ad Server. The Advertiser or Agency, as applicable, has the responsibility to provide access to Third Party Ad Server measurements to Media Company in a timely fashion if invoices in connection with the IO are to be based on such measurements. Daily reporting to the Media Company should be automated, with a report sent to an identified Media Company lead, alongside providing the Third Party Ad Server login for manual checking.	both parties have tracked the campaign from the beginning 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. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary. d. Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Media Company and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Agency reserves the right to either: i. Consider the discrepancy an under-delivery of the Deliverables as described in Section VI(b), whereupon the parties will act in accordance with that Section, including the requirement that Agency and Media Company make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or ii. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery. e. Measurement Methodology. Media Company will make reasonable efforts to publish, and Agency will make reasonable efforts to cause the Third Party Ad Server to publish, 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. f. Third Party Ad Server Malfunction. Where Agency is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Agency will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by Agency of a non-functioning Third Party Ad Server, Media Company will have 24 hours to suspend delivery. Following that period, Agency will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until Media Company is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and Agency has not provided written notification that Media Company can resume delivery under the IO, Advertiser will pay for the Ads that would have run, or are run, after the 72-hour period but for the suspension, and can elect Media

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	Company to serve Ads until the Third Party Ad Server is able to serve Ads. If Agency does not so elect for Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, Media Company may use the inventory that would have been otherwise used for Media Company's own advertisements or advertisements provided by a Third Party. g. Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in Media Company owing a makegood to Agency.
XV. MISCELLANEOUS	**XIV. MISCELLANEOUS**
a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the inventory represented in the IO subject to these Terms, including any applicable Policies. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Advertising Materials as specified in the applicable IO and subject to these Terms, including any Policies. b. Assigning Rights. Neither Agency nor Advertiser may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and provisions of these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns. c. Entire Agreement. These Terms and the related IOs constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document. d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO shall prevail. All IOs shall be governed by the laws of the province of [ ] and the federal laws of Canada applicable therein. Media Company, Advertiser and Agency (on behalf of itself and not Advertiser) agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms) will be brought solely in the courts in the	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. b. Assignment. Neither Agency nor Advertiser may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns. c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of [_____]. Media Company and Agency (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in [_____], and the parties consent to the jurisdiction of such courts. No

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Province of [ ], and the parties consent to the jurisdiction of such courts. No modification of these Terms or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.	modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
e. Notice. Any notice required to be delivered hereunder shall be delivered three (3) business days after deposit in Canada Post, return receipt requested; one (1) business day if sent by overnight courier service, and immediately if sent electronically or by fax provided a copy of such transmission is forwarded by overnight courier service. All notices to Media Company and Advertiser or Agency, as applicable, shall be sent to the address and to the attention of the contact, each as specified in the applicable IO with a copy to the Legal Department.	e. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Agency will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.
f. Survival. Sections IV, VII, XI, XII, XIII, and XV shall survive termination or expiration of these Terms and Section V shall survive for 30 days after the termination or expiration of these Terms. In addition, upon termination each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.	f. Survival. Sections III, VI, X, XI, XII, and XIV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party's Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.
g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.	g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.
Appendix A: LATE CREATIVE POLICY – December 14, 2012	**NONE**
DEFINITION: Ad Material Due Dates The IAB Canada Late Creative Policy requires that final, Advertiser-approved, fully-functional Online Ad Materials (in accordance with individual Media Company specifications (which may be IAB Canada Standard Banner or Rich Media, Rising Stars, Video units or otherwise) be delivered as follows: • Final, Advertiser-approved, fully-functional ad creative for Standard Banner ad units (see www.iabcanada.com for definition/file size restrictions) is due 3 business days prior to the start of the ad campaign as set out in the original Insertion Order (IO). • Final, Advertiser-approved, fully-functional ad creative for Rich Media, Rising Stars, and Video ad units (see www.iabcanada.com for definition/file size restrictions), is due 5 business days prior to the start of the ad campaign as set out in the original Insertion Order (IO).	

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• Media Company will utilize this 3 or 5 day period to 1) check for Specifications/Policy compliance, and 2) Testing/Scheduling.
• Media Company will use commercially reasonable efforts to notify Agency of non-compliance with Specifications/Policy within 1 business day of its receipt of Advertising Materials, and will notify the Agency of any changes required as a result of Testing, within 2 business days for Standard Banner creative and 3 business days for Rich Media, Rising Stars, and Video.
• For clarity, the protocol for the 3 or 5 business day deadline period is as follows:
  • Day 1: Media Company shall run a "Specifications"* check and notify Agency of any material issues, within 24 hours upon receipt of Advertising Materials.
  • Days 2-3 or 2-5: Upon confirmation that basic specifications are correct, Media Company will begin "Full Implementation"* check of Advertising materials.
  • If Advertising materials are found by Media Company to have implementation issues that originated with the Agency, the Advertising materials will then be considered "not final" and the 2 or 4 business day allowance to launch period will begin again upon re-submission of fully-functional Advertising Materials.
  • It is understood that Media Company will make every effort (but without guarantee), to work together with Agency to rectify issues with Advertising Materials within the respective 3 or 5 business day deadline period so that Advertising Materials will start as per IO.
*** "Specifications" check** includes but is not limited to: inclusion of close button; file dimension and weight check; animation (timing or looping) check.
**** "Full Implementation" check** includes but is not limited to: clickthrough and reporting check; Z index/Wmode check; Java Script conflict check; ad server conflict check.
• **NOTE: If an Advertiser or Agency is using a Third Party Ad Server or Rich Media, Rising Stars, or Video vendor external to the agency/agency ad server to deliver and track their Online ad campaign, it is recommended that final, Advertiser-approved, fully-functional creative of all types be delivered to the external Third Party Ad Serving/vendor company at least 10 business days prior to the start of the campaign as**	

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set out in the original campaign Insertion Order (IO), to allow for any additional external ad server/vendor testing and tagging. **RESPONSIBILITY:** If final, Advertiser-approved, fully-functional Advertising Material is not received by the Online Media Company according to the due dates above, the creative will be considered LATE, and the following will apply: • Although the Advertiser still "owns" the ad impressions, space and time period that the original Online ad was slated to run (i.e. Online Media Companies cannot re-sell this space while the Advertiser seeks to remedy the late creative), unless the Advertiser or their Agency has supplied a "STAND-IN GIF or JPG AD" (see below), to run in place of the late creative, Media Companies have the right to run a "STAND-IN PSA AD" in place of the late creative. • The Advertiser and their Agency has effectively "lost" all ad impressions which run (regardless of whether they run as a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD"), while the Advertiser's intended creative remains outstanding. • The Advertiser and their Agency will be billed for all impressions purchased pursuant to the original Insertion Order, regardless of whether these impressions featured the intended creative, a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD". • Media Companies do not "owe" Advertisers and their Agency any impressions which run featuring a "STAND-IN GIF or JPG AD" or a "STAND-IN PSA AD". • If Additional impressions are required to meet Advertiser/Agency goals, additional space and impressions must be booked and purchased in addition to the original IO (assuming the inventory is available). **DETAILED OPTIONS FOR FILLING LATE CREATIVE SPACE/IMPRESSIONS**: If final, Advertiser-approved, fully-functional Advertising Materials, are not received by the Online Media Company according to the due dates above, the Advertiser and their Agency are still responsible for the media purchased, pursuant to IO, or up to the point where campaign has been cancelled. (Terms + Conditions Cancellation Clause to be applied). In order to make sure that the booked ad space is filled while the Advertiser and their Agency attempts to remedy the late creative situation, the Online Media Company may elect to enforce one of	

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the following provisions: **1. "STAND-IN GIF OR JPG AD" Replacement** • A GIF or JPG version of the Advertisers‟ intended creative (or other designated creative meeting the Online Media Company's technical and content specifications), may be provided by the Advertiser and their Agency to the Online Media Company – either by the Advertising Material deadline date (recommended) --or after --in order to fill any late creative space. • This GIF or JPG will be considered a "STAND-IN GIF or JPG AD", and will run until the final, fully-functional intended creative can be delivered. • The Online Media Company will use the "STAND-IN GIF or JPG AD" as the approved creative/Advertising Materials in all designated placements as outlined in the IO. • Upon receipt of the final, Advertiser-approved and fully-functional creative/advertising materials, the Online Media Company will replace the "STAND-IN GIF or JPG AD" with the intended creative/Ad Materials within a requisite 3 or 5 business days after receipt. If the intended creative/Ad Materials are delivered prior to the campaign start, the Online Media Company will make every effort, but without guarantee, to replace the "STAND-IN GIF or JPG AD" with the intended creative/Ad Materials in time for the campaign start. **2. "STAND-IN PUBLIC SERVICE ANNOUNCEMENT (PSA) AD" Replacement** • An IAB Canada-approved PSA (meeting the Media Company's technical and content requirements), may be substituted by the Online Media Company if no "STAND-IN GIF or JPG AD" creative is provided by the Advertiser and their Agency before the Ad Material deadline date. • This PSA will be considered "STAND-IN PSA AD" creative, and will run until final creative/Ad Materials can be put live. • The Online Media Company will use the "STAND-IN PSA AD" as the approved creative/Advertising Materials in all designated placements as outlined in the IO. • Upon receipt of the „fully-functional creative/Advertising Materials‟, the Online Media Company will replace the "STAND-IN PSA AD" with the intended creative within the requisite 3 or 5 business days. If the intended creative is delivered prior to the campaign start, the Online Media Company will make every effort, but without guarantee, to replace the	

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"STAND-IN PSA AD" with the Intended creative/Ad Materials in time for the campaign start. • PSA ads are to be chosen and set-up, pre-campaign launch, based on the Client's charity preference(s). PSAs may be arranged by the Client and/or Agency and/or Publisher. **REPORTING:** • The Online Media Company will include results for "STAND-IN GIF OR JPG AD" or "STAND-IN PSA AD" creative in their delivery reports, within reporting guidelines as outlined in IO. • A "STAND-IN GIF OR JPG AD" or "STAND-IN PSA AD" will be identified as such within the report, along with the respective impressions delivered. **BILLING:** The Advertiser and their Agency will be billed for the original, full, contracted amount pursuant to the original IO, which may include any or all "STAND-IN GIF OR JPG AD" or "STAND-IN PSA AD" impressions, as a result of late creative.	