

ABC ADDENDUM TO IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS (VERSION 3.0), DATED AUGUST 8, 2013

This Addendum (the "ABC Addendum") is to the IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS (Version 3.0) (the "Terms"). The Terms, as modified by this ABC Addendum, constitute the parties' agreement (the "Agreement"). To the extent anything in this ABC Addendum conflicts with the Terms and/or the applicable IO, this ABC Addendum shall control. Capitalized terms used and defined in the Terms shall have the same meaning when used in this ABC Addendum.

The Terms are hereby modified as follows:

1. Advertiser and Media Company agree to be bound by the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (Version 3.0), as amended by this ABC Addendum.
2. The definition of "Policies" is amended to include the following: "policies regarding use of tags, pixels, JavaScript, cookies and any other technology now known or hereafter developed that is designed to track users' online behavior or activity."
3. In section I(a) the words "or other vendor." are inserted at the end of the sentence ending "Third Party Ad Server."
4. The last sentence of section I(b) is amended so that the words "modifications to the originally submitted" are deleted and replaced with "the terms of any."
5. The first sentence of Section II(a) is deleted in its entirety and replaced with the following: "Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VI(c), will use commercially reasonable efforts to create a reasonably balanced delivery schedule; provided that, Advertiser and Agency acknowledge that given the nature of Media Company's business impressions on Sites will vary based on consumer demand."
6. Section II(c) is amended to add the following: "Media Company's technical specifications can be found at <http://mediakit.go.com/abc/index.html>."
7. The fourth and fifth sentences of the first paragraph of Section III(a) are deleted in their entirety and replaced with the following: "Media Company acknowledges that failure by Media Company to send an initial invoice within such period may cause Agency to be contractually unable to collect payment from the Advertiser. If Media Company sends the initial 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." In addition, the following is added to the end of Section III(a): "Any failure by Agency to invoice the Advertiser within this time frame shall not in any way limit Media Company's ability to collect funds from the Advertiser."
8. The first sentence of Section III(a) is deleted and replaced with the following: "The Initial invoice will be sent by Media Company within 30 days of the completion of the first month's delivery."
9. The first sentence of Section III(b) is deleted in its entirety and replaced with the following: "Order acceptance is subject to credit approval of Advertiser and/or Agency; Advertiser and Agency shall provide information reasonably requested by Media Company to evaluate such entity's credit and Media

Company reserves the right to cancel credit at any time for any reason in its sole discretion, with or without notice. Provided credit is approved, payment is due thirty (30) days from invoice date, unless otherwise agreed in writing by Media Company." In addition, the following is added to Section III(b): "In the event of nonpayment, and without limiting any other remedies, Media Company may offset any amounts due Media Company against any amounts due from Media Company to Advertiser (or Agency on its behalf) under any agreement or IO, or may offset such amounts against any charges for media to be delivered by Media Company."

10. Section III(c) is amended to add the following at the end of the first paragraph: "Advertiser shall keep records related to payments made by it to Agency with respect to services provided by Media Company under this Agreement and Agency shall keep records related to payments received by it from Advertiser with respect to services provided by Media Company under this Agreement, and upon reasonable notice from Media Company, Advertiser and Agency shall allow Media Company to review such records."
11. Section IV(b) is amended to add the following: "If a Third Party is serving the campaign, then simultaneously with Advertiser's or Agency's delivery of Advertising Materials to Media Company (but in no event later than two (2) business days prior to the scheduled start of the media flight), Advertiser or Agency, as applicable, will provide Media Company with login credentials/access (or other mutually agreed automated reporting functionality integration) and appropriate associations to the Ad for tracking and reporting purposes (including for Media Company to generate reports necessary to comply with the foregoing reporting requirement) and Advertiser or Agency, as applicable, will use commercially reasonable efforts to ensure the Third Party Ad Server's system generates accurate, complete and up-to-date reports. Advertiser's or Agency's failure to comply with the foregoing shall release Media Company from any makegood obligation in the case of under-delivery, from any cure obligation under Section IV(c), and from any payment obligation relating to any Third Party Ad Server charges in the case of over-delivery."
12. The first sentence of the second paragraph of Section IV(c) is deleted and replaced with the following: "If Agency informs Media Company that Media Company has delivered a materially incomplete or materially inaccurate report, or no report at all, Media Company will cure such failure within five (5) business days of receipt of such notice."
13. Section V(a)(iii) is deleted in its entirety and replaced with the following: "iii. Advertiser and Agency acknowledge that obligations under an IO with respect to fixed placement Deliverables (including, without limitation, roadblocks, time-based, share of voice buys and sponsorships) are non-cancellable."
14. A new section V(a)(v) is added as follows: "Advertiser and Agency acknowledge that the obligations under an IO with respect to Deliverables to run in long form video not purchased as part of a TV upfront deal are non-cancellable, and that with respect to Deliverables to run in long form video purchased as part of a TV upfront deal, cancellation, and other terms will be governed by the TV terms including the TV terms regarding cancellation agreed to by Advertiser and/or Agency and Media Company. For the avoidance of doubt, to the extent any terms herein conflict with the terms agreed to as part of a TV upfront deal, the TV upfront deal terms control."
15. Section V(c) is amended to add the following: "Discounted rates will not apply to cancelled buys; instead, short rates will be applied based on Media Company's standard rate card for the related inventory."
16. Section VI(c) is amended to add "bonus Deliverables," after "If an IO contains" and before "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."

17. Section VII(a) is amended by adding "use commercially reasonable efforts to" after "will" and before "not" in the first sentence. In addition, the following is added to Section VII(a): "Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Advertiser or Agency acknowledge that any Deliverable guaranteed on a demographic basis may require the delivery of excess impressions in order to meet the agreed upon number of demographic impressions, and any third party ad serving fees incurred by this delivery will be the responsibility of Advertiser or Agency."
18. Section IX(a) is amended by replacing "Section V(c)" with "Section V(b)".
19. Section IX(b) is amended to add the following at the end of the first sentence: "; such pro-rata charges shall be based on placeholder Advertising Materials (e.g., Advertiser institutional Ads) provided to Media Company to run until such time as the late creative is delivered; provided that, if no placeholder Advertising Materials are provided to Media Company, such pro-rata charges shall be based on Media Company's institutional ads (as determined by Media Company in its sole discretion)."
20. Section IX(d) is amended by adding the following: "If Advertiser or Agency fails to provide Media Company with Advertising Materials to replace such damaged, non-compliant or otherwise unacceptable Advertising Materials prior to the scheduled start of the media flight, Advertising Materials will be deemed 'late' pursuant to subsection IX(b)."
21. Section IX(f) is amended by adding the following: "All use of Third Party Ad Server tags shall comply with Media Company's Policies including, without limitation, policies regarding use of tags, pixels, JavaScript, cookies and any other technology now known or hereafter developed that is designed to track users' online behavior or activity, which can be found at <http://mediakit.go.com/abc/index.html>. Agency and Advertiser acknowledge that not all platforms and devices support all Third Party Ad Servers and may require Media Company's ad server to deliver the campaign, or the portions of the campaign that falls on devices or platforms that don't support Third Party Ad Servers. Media Company will make commercially reasonable efforts to support Third Party Ad Serving on all platforms and devices. Implementation instructions should be included with the delivery of the tags if non-standard implementation is required.
22. Section IX is amended to add the following subsection: "h. Intellectual Property. Excluding Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials and content it creates for the media buy pursuant to the IO. Advertiser agrees that it shall not at any time assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any intellectual property or other proprietary right belonging to Media Company hereunder. Except as expressly provided on the IO, Advertiser shall not use or assist any other person or entity in using the intellectual property of Media Company, its parent or affiliated companies including, but not limited to, the following: the names "ABC", "ABC Internet Ventures", "The Walt Disney Company", "Disney Online", "ESPN", "ESPN Internet Ventures," "ESPN Internet Group" or "FamilyFun.com" (either alone, in conjunction with or as a part of any other word, name, phrase or mark), or any fanciful characters or designs of Disney Enterprises, Inc. (formerly, The Walt Disney Company) or any of its related, affiliated or subsidiary companies (a) in any advertising, publicity or promotion or other disclosure, (b) in any in-house publication, (c) to express or imply any endorsement of any product or service, or (d) in any other manner or for any purpose whatsoever."
23. Section X(b) is amended to add the following: "Advertiser shall further indemnify Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third

Party resulting from (1) Ads and Advertising Materials provided by Advertiser or Agency to Media Company and posted on a Site, (2) Advertiser's failure to pay any fees for rights, including public performance, guild fees, or other fees associated with an Ad or Advertising Materials, (3) Media Company's use of any content or technology other than an Ad or Advertising Materials that Advertiser or Agency require Media Company to use, (4) the pages and sites to which an Ad or Advertising Materials link, and (5) use of any products sold through an Ad or Advertising Materials or through pages or sites to which they link."

24. Section XII(d)(i) is deleted in its entirety and replaced with the following: "Notwithstanding anything to the contrary contained in this Agreement, any data (including, without limitation, User Volunteered Data, Performance Data and Site Data) collected and used by Advertiser, Agency and any Third Party acting on their behalf or otherwise engaged to render, perform or provide services for Advertiser or Agency in connection with a campaign (including, without limitation, Third Party Ad Servers) is subject to Media Company's prior written approval. Without limiting the foregoing, unless otherwise authorized by Media Company in advance in writing, Advertiser, Agency and any Third Party acting on their behalf or otherwise engaged to render, perform or provide services for Advertiser or Agency in connection with a campaign (including, without limitation, Third Party Ad Servers) may collect and use Collected Data solely for the purpose of performing under the IO and may not collect or use it for any other purpose (including, without limitation, to target or retarget advertisements). Upon reasonable advance notice, Media Company may review documents in the possession of Advertiser, Agency and any Third Party acting on their behalf or otherwise engaged to render, perform or provide services for Advertiser or Agency in connection with a campaign (including, without limitation, Third Party Ad Servers) solely for the purpose of verifying compliance with the foregoing and Advertiser shall ensure Media Company has reasonable access to all such documents for such purpose. In addition, unless otherwise authorized by Media Company in advance in writing, neither Advertiser nor Agency will (A) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party (including, without limitation, Third Party Ad Servers) except as set forth in Section XII(d)(iii)."
25. Section XIII(b) is amended to delete everything in that section after the word determined and replaced with the following: "by Media Company's ad server unless explicitly noted and agreed to in the IO. Advertiser and Agency agree that for any Third Party Ad Server to be used for Controlling Measurement it must be certified as compliant with the IAB/AAAA Ad Measurement Guidelines. Media Company must pre-approve in writing any Third Party Ad Server and secondary serving or tracking vendors of the Advertiser or Agency for each campaign. Media Company shall not be bound by any measurement or reporting provided by any non-preapproved vendor."
26. Section XIII(c) is amended by adding the following: "Nothing in this Section XIII(c) shall limit, replace or nullify any other obligation set forth in this Agreement (including this ABC Addendum)."
27. Section XIII(f) is amended by adding the following at the end: "Advertiser and Agency acknowledge that Media Company ad server will be responsible for ending a campaign at the close of flight and Advertiser and Agency will not cause a 3rd Party Ad Server to end a campaign. Advertiser and Agency further acknowledge that any targeting or frequency capping will be expressly agreed to by Media Company and Advertiser and Agency, set forth in the IO, and determined by Media Company's ad server. Advertiser and Agency agree not to implement any targeting or frequency capping using any Third Party Ad Server."
28. Section XIV(d) is amended to insert "New York, without reference to its choice of law rules" in the first open space and "New York" in the second open space.

29. A new section XIV(h) is added as follows: “Budget Change. Advertiser and Agency acknowledge that the price for CPM Deliverables is agreed to for determined amount of spending, and that any alterations to this spend will affect pricing.”
30. A new section XIV(i) is added as follows: “Targeting and/or Frequency Capping. Any targeting criteria or frequency capping for any Media Buy must be specified in the IO. Advertiser and Agency acknowledge that any targeting criteria or frequency capping will change impression estimates and CPM, and therefore any targeting criteria or frequency capping not specified in the IO cannot be used for ad trafficking.”
31. A new section XIV(j) is added as follows: “Vendor Fees. Any fees associated with vendors which provide services to Agency or Advertiser such as Third Party Ad Serving, rich media ad serving, secondary serving or tracking, or any other vendors employed by Agency and Advertiser shall be the sole responsibility of Agency or Advertiser and not Media Company.