

**ADDENDUM TO AAAA/IAB STANDARD TERMS AND CONDITIONS FOR INTERNET
ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS (VERSION 3.0), DATED APRIL 1, 2019
U.S. MEDIA BUYS ONLY**

This is an Addendum (the “Addendum”) to the AAAA/IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS, Version 3.0 (the “IAB Terms”). Media Company and Advertiser (or Agency, as agent for Advertiser) agree that the IAB Terms, as modified by this Addendum, shall govern the placement of advertising on any digital media property sold by Media Company to Advertiser pursuant to an IO signed by both Media Company and Advertiser (or its Agency). Media Company and Advertiser agree to be bound by the IAB Terms as modified by this Addendum. The terms of the IO, along with the IAB Terms and this Addendum (collectively, the “Agreement”) supersede all terms and conditions previously agreed upon. To the extent anything in this Addendum conflicts with the IAB Terms and/or any other terms included or referenced in the applicable IO, this Addendum shall control unless it is expressly noted in the IO that such terms supersede any conflicting terms in this Addendum. Capitalized terms used and defined in the IAB Terms shall have the same meaning when used in this Addendum unless otherwise stated herein.

The IAB Terms are hereby modified and/or supplemented as follows:

1. For IOs entered into directly between Advertiser and Media Company, all references to “Agency” in the IAB Terms and this Addendum shall refer to the Advertiser and Sections X.c and XII.h of the IAB Terms shall not apply.
2. The term “Policies” as referenced in the IAB Terms shall include any policies regarding the use of tags, pixels, JavaScript, cookies and any other technology now known or hereafter developed that is designed to collect, access, use, disclose or track users’ data, including online behavior or activity.
3. Media Company’s Policies shall be as set forth in any media plan, IO, online link or written communication provided by Media Company to Advertiser (or its Agency), and shall include the following:

ESPN Ad Specs: <http://www.espn.com/adspecs/>

ESPN Data Policy: <http://www.espn.com/adspecs/guidelines/en/data-policy.html>

ESPN Ad Guidelines: <http://www.espn.com/adspecs/guidelines/en/advertising-content-regulations.html>

Disney Ad Specs: <https://mediakit.go.com/disney/>

Disney Data Policy: <https://mediakit.go.com/disney/data-collection-and-use-policies/>

Disney Ad Guidelines: https://mediakit.go.com/wp-content/uploads/DDN-Advertising-Inventory-Guidelines.final_5-16-18-1.pdf

ABC Ad Specs: <https://mediakit.go.com/abc/>

ABC OTV Ad Specs: <https://mediakit.go.com/abc-otv/>

Freeform Ad Specs: <https://mediakit.go.com/freeform/>

ABC/ABC-OTV/Freeform Data Policy: Same terms as are found in the ESPN Data Policy

ABC/ABC-OTV/Freeform Ad Guidelines: <https://mediakit.go.com/wp-content/uploads/Ad-Guidelines-Restricted-categories-Feb-2014-1.pdf>

4. In connection with Section II(a) of the IAB Terms, Media Company 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 may substantially fluctuate at times based on consumer demand for special events and seasonality.
5. In connection with Section II.d of the IAB Terms, Agency and/or its Third Party ad verification vendor will provide Media Company with Editorial Adjacency Guidelines in connection to an IO prior to or concurrently with the delivery of the IO. Third Party ad verification vendor reports will be used to determine the campaign’s compliance with the Editorial Adjacency Guidelines. If the Agency and/or Third Party ad verification vendor fail to provide

clear Editorial Adjacency Guidelines to Media Company prior to or concurrently with the delivery of the IO (including but not limited to inclusion and/or exclusion Site list, competitive separation, any updates to the Editorial Adjacency Guidelines or Site list, etc.), Media Company shall not be liable for non-compliance. In the event Media Company does not agree to the Editorial Adjacency Guidelines, Media Company must notify Agency in writing, and Advertiser and Media Company will cooperate in good faith to find a mutually agreeable resolution. . Agency will either provide, or instruct its Third Party ad verification vendor to provide, directly to Media Company (a) reports (via e-mail), the frequency of which will be mutually determined by Media Company and Agency or (b) access to reports that include all relevant tracking information and Incident list(s). An "Incident" is defined as a placement that was delivered inconsistently based on the Editorial Adjacency Guidelines and are within the direct control of Media Company. Media Company reserves the right to review the Incident list prior to issuing a remedy for non-compliance. If Media Company disputes an Incident(s), the parties agree to work in good faith to resolve the discrepancy.

6. The first sentence of Section III(a) of the IAB Terms 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."
7. The following is added to Section III(b) of the IAB Terms: "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."
8. The following is added to Section IV(b) of the IAB Terms: "If a Third Party Ad Server is serving the campaign, then simultaneously with 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. 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."
9. The first sentence of the second paragraph of Section IV(c) of the IAB Terms 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."
10. Section V(a)(iii) of the IAB Terms is deleted and replaced with the following: "iii. Advertiser and Agency acknowledge and agree that obligations under an IO with respect to flat fee-based or fixed placement Deliverables, including, without limitation, roadblocks, time-based or share of voice buys, sponsorships and Custom Materials are non-cancellable."
11. The following is added to Section V(a) of the IAB Terms: "(v) Advertiser and Agency acknowledge that the obligations under an IO with respect to Deliverables to run in ABC primetime long form video not purchased as part of a TV upfront deal are non-cancellable, and that with respect to Deliverables to run in ABC primetime 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."

12. Section V(c) of the IAB Terms is deleted and replaced with the following: "Discounted rates will not apply to cancelled buys; instead, short rates will be applied to cancelled buys based on Media Company's standard rate card for the related inventory."
13. Section VI(c) of the IAB Terms shall also apply to any bonus Deliverables included in an IO.
14. The first sentence of Section VII(a) of the IAB Terms is deleted and replaced with the following: "Where Agency uses a Third Party Ad Server, Media Company will use commercially reasonable efforts to not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Agency." In addition, the following is added to the end of 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 Server fees incurred by this delivery will be the responsibility of Advertiser or Agency. If Advertiser or Agency fails to provide Media Company with all Advertising Materials at least one (1) business day prior to the scheduled flight date for such Deliverables (as specified in the IO), then Media Company will not be obligated to honor any line item, weekly, monthly or quarterly impressions caps or pay Ad serving charges incurred by Advertiser (or Agency on its behalf) to the extent such charges are associated with over-delivery by more than 10% above the guaranteed or capped levels. In addition, failure to provide Advertising Materials after 72 hours of flight start relieves Media Company of requirement to adhere to flat delivery over course of the campaign."
15. Section IX(a) of the IAB Terms is amended by replacing "Section V(c)" with "Section V(b)".
16. The following is added to Section IX(d) of the IAB Terms: "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)."
17. The following is added to Section IX(f) of the IAB Terms: "All use of Third Party Ad Server tags shall comply with Section XII.d.i and 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. 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. Notwithstanding the foregoing, Agency and Advertiser acknowledge that not all platforms and devices support all Third Party Ad Servers and such platforms and devices may require Media Company's ad server to deliver the campaign."
18. The following new subsections are added to Section IX of the IAB Terms:
"h. Media Company Advertising Materials; Custom Materials. Excluding Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials, content or technology it creates, or otherwise uses, for the media buy pursuant to the IO, including any Custom Materials. 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. Media Company (or its Affiliate) and Advertiser (or Agency) will enter into a promotion agreement or custom materials agreement (the "Promotion Agreement") that shall control and govern the Custom Materials specified in the IO, which may include, but not be limited to social media deliverables, custom video integrations, microsites, sponsored editorial sections, rich media, sweepstakes, contests and other promotions. Advertiser's right to use the Custom Materials may require the approval of Media Company's affiliate that owns the intellectual property incorporated into the Custom Materials and will be subject to strict compliance with all license terms in the Promotion Agreement. Advertiser owns and/or will obtain all rights and pay any fees necessary for the license of any Advertising Materials provided by Advertiser for inclusion in Custom Materials. In the event of any inconsistency between the Agreement or any other advertising terms provided by

Advertiser/Agency and the Promotion Agreement, the Promotion Agreement will supersede and prevail with respect to the Custom Materials.

i. No Use of Media Company Intellectual Property. 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 “ESPN”, “The Walt Disney Company”, “Disney”, “ABC”, “Freeform”, “Lucasfilm” or “Marvel” (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.”

19. Section X(b) of the IAB Terms is amended to (a) add “and the owners, operators or controllers of Network Properties (“**Network Property Owners**”)” after “Representatives”, (b) replace “Section XII or of Advertiser’s representations and warranties in section XIV(a)” with “the Agreement and applicable Laws”, (c) add the following new subclauses “(iv) Advertiser’s alleged failure to pay any fees for rights, including public performance, guild fees, or other fees associated with an Ad or Advertising Materials, (v) Media Company’s use of any content or technology, other than an Ad or Advertising Materials, provided by Advertiser, Agency or 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 (an “**Advertiser Vendor**”), (vi) the pages and sites to which an Ad or Advertising Materials link, and (vii) use of any products or services sold through an Ad or Advertising Materials or through pages or sites to which they link”, and (d) add the following new sentence at the end: “Advertiser shall be responsible for compliance of the terms of this Agreement by its Agency and Advertiser Vendors, and Advertiser’s indemnification obligation above shall extend to any acts, omissions, services and deliverables of its Agency and Advertiser Vendors.”
20. Section XII(d)(i) of the IAB Terms is deleted and replaced with the following: “Notwithstanding anything to the contrary contained in this Agreement, Advertiser agrees that any information or data (including, without limitation, End User Information, User Volunteered Data, Performance Data and Site Data) collected, accessed, tracked, generated, transmitted, retained, recorded, used or disclosed (collectively, “**Processed**”) by Advertiser, Agency and any Advertiser Vendor, including, without limitation, Third Party Ad Servers and Third Party ad verification vendors, is subject to Media Company’s prior written approval and shall be for the sole purpose of measuring the frequency, reach, and/or effectiveness of the campaign and not for any other purpose. Without limiting the foregoing, unless otherwise authorized by Media Company in advance in writing, Advertiser agrees that it will not, and will cause Agency and any Advertiser Vendor not to, (A) collect any Personal Information and use any End User Information for the purpose of obtaining Personal Information, (B) use End User Information, alone or in combination with any other data, to personally (re-)identify, or attempt to personally (re-)identify, any end user, (C) aggregate, append, combine or enhance End User Information with any other Personal Information, and (D) share or transfer information or data Processed by Advertiser, Agency and any Advertiser Vendor with any Third Party for such Third Party’s use, other than by Advertiser or Agency to an Advertiser Vendor to perform the IO. Advertiser will, and will cause Agency and Advertiser Vendors to, delete all information and data Processed in connection with the campaign at the end of the campaign or to aggregate and deidentify the data such that it can no longer be tied to Media Company, Sites, or Media Company’s end users. “**End User Information**” Is any information of or relating to an end user of any Site. “**Personal Information**” is information that refers, is related to, or is associated with an identifiable individual, or as otherwise may be defined under applicable law, rules, regulations, and industry standards. In addition, unless otherwise authorized by Media Company in advance in writing, neither Advertiser nor Agency will disclose any data Processed by Advertiser, Agency or any Advertiser Vendor, including IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).”
21. The following is added to Section XII(e) of the IAB Terms: “Where User Volunteered Data constitutes data collected by Media Company in connection with user registrations on a Site, Media Company and Advertiser shall each own such data separately and shall use it in accordance with their respective privacy policy.”

22. The following is added to the end of Section XII(g) of the IAB Terms: “For any websites, applications, or other online products and services directed to children under age 13 or on which there are known children under age thirteen (13), as determined by Media Company in its sole and complete discretion, that is either identified by Media Company at <https://www.privo.com/privo-site-validation?company=1051> or in writing to Advertiser (for example, in any applicable media plan or IO), Advertiser agrees that (i) any data Processed by Advertiser, Agency or any Advertiser Vendor will comply with the Children’s Online Privacy Protection Act (“**COPPA**”), as may be subsequently amended, (ii) any data collected by Advertiser, Agency or any Advertiser Vendor shall only be used for the sole purpose of providing support for internal operations as defined by COPPA and not for any other purpose, including retargeting, contacting, or precisely locating any end users, creating or appending any end user profiles, or to create or append any targeting segment, and (iii) it will notify Agency and all Advertiser Vendors about the child-directed nature of such online products and services.
23. Section XIII(b) of the IAB Terms is deleted and replaced with the following: “If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (“**Controlling Measurement**”) will be determined 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.”
24. The following is added to the end of Section XIII(c) of the IAB Terms: “Nothing in this Section XIII(c) shall limit, replace or nullify any other obligation set forth in this Agreement (including the Addendum).”
25. The following is added to the end of Section XIII(f) of the IAB Terms: “Advertiser and Agency acknowledge that Media Company’s ad server will be responsible for ending a campaign at the close of flight and Advertiser and Agency will not cause a Third 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.”
26. Section XIV(d) of the IAB Terms 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.
27. The following new section (h) is added to Section XIV of the IAB Terms: “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.”
28. The following new section (i) is added to Section XIV of the IAB Terms: “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.”
29. The following new section (j) is added to Section XIV of the IAB Terms: “Research Studies. Any research studies that Media Company provides pursuant to the IO are the property of Media Company. Media Company grants Advertiser the right to use the research studies; provided that Advertiser treats such studies as Media Company’s Confidential Information. Advertiser may only share the results of the research studies with third parties (who are not performing research-related services for Advertiser) with Media Company’s prior written approval, which shall not be unreasonably withheld. In such event, Advertiser agrees to anonymize and aggregate the data so that Media Company, its affiliates, or any individual identified in the study cannot be directly or indirectly identified.”