

This Insertion Order ("IO") and the placement of advertising on any of Media Company's online or mobile properties shall be subject to and governed by the IAB/AAAA Standard Terms and Conditions for Internet Advertising For Media Buys One Year or Less Version 3.0 ("IAB Standard Terms") whose terms Advertiser (and Agency if applicable) is deemed to have read and agreed to, as further modified as follows (the "Additional IO Terms", together with the IAB Standard Terms, the "IO Terms and Conditions"):

1) The IAB Standard Terms are amended as follows:

- a. Section X(b)(i) of the IAB Standard Terms shall be amended to replace "Section XII" with "the IO Terms and Conditions and applicable Laws."
- b. In addition to the indemnities included in the IAB Standard Terms, Advertiser (and Agency if applicable) shall defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (1) any content or technology provided by Advertiser (or Agency), including any ATPV Pixels (as defined below), (2) any webpages and sites to which the Advertising Materials link that are not owned and operated by Media Company, and (3) any products or services advertised or sold through the Advertising Materials.
- c. Section XIV of the IAB Standard Terms shall be amended to provide that the IO shall be governed by the laws of the State of California (without regard to its conflict of laws provisions). Any legal proceedings shall be brought exclusively in the County of Los Angeles and the Advertiser (and Agency if applicable) hereby consents to such personal jurisdiction and venue.
- d. Owners, operators or controllers of Network Properties are added to the definition of "Representative".

2) Policies: Advertiser (and Agency if applicable) acknowledges and agrees that the IO and the IO Terms and Conditions shall be subject to the following policies, which shall be deemed "Policies" within the meaning of the IO and IO Terms and Conditions: (i) Media Company's Data Collection and Use Policies with Respect to Ad Buys at <https://dcpi.disney.com/data-collection-use-policies/>, (ii) Media Company's tech specifications at <https://dcpi.disney.com/media-kit/>, (iii) Media Company's Advertising Inventory Guidelines at <https://dcpi.disney.com/disney-digital-network-advertising-inventory-guidelines/>, and (iv) if Ads will be placed on any Network Properties, the applicable terms, policies and guidelines made available by such Network Property, including, but not limited to:

- Facebook/Instagram: <https://www.facebook.com/policies/ads/>
- YouTube: <https://support.google.com/youtube/answer/6162278?hl=en>
- Twitter: (i) Advertiser acknowledges and agrees that by accepting this media plan, all terms and conditions in the Twitter Master Services Agreement and applicable Program Ts&Cs, both located at <https://legal.twitter.com/ads-terms/us.html>, will apply to Advertiser's actions in connection with the Twitter Media Inventory purchased in connection with the Twitter Amplify program set forth on this media plan; and (ii) Advertiser understands and agrees that it may not utilize and any value add, discount or other special pricing it may receive under a separate agreement with Twitter in connection with the Twitter Amplify program set forth on this media plan.

3) Custom Materials: Custom Materials are 100% non-cancellable. Media Company shall be the copyright proprietor of the Custom Materials. Media Company (and any of its applicable affiliates) and Advertiser (or Agency on Advertiser's behalf if applicable) will enter into a promotion agreement or custom materials agreement (the "Promotion Agreement") that shall control and govern the Custom Materials specified in this 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 (collectively "Custom Materials"). Advertiser's right to use the Custom Materials, including any intellectual property ("IP") to be included in the Custom Materials (excluding Advertiser's intellectual property), may require the approval of Media Company's affiliate that owns such IP and will be subject to strict compliance with all license terms and the Promotion Agreement. Advertiser owns and/or will obtain all rights and pay any fees necessary for the license of any IP provided by Advertiser for inclusion in Custom Materials. In the event of any inconsistency between this IO (including the IO Terms and Conditions) 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.

4) Advertiser's Third Party Vendors: All third party technology included or appended to an Ad by or on behalf of Advertiser ("ATPV Pixels"), including any tags, pixels or other software code utilized for brand safety, invalid traffic/fraud or viewability, shall be subject to Media Company's prior written approval and shall only be permitted for purposes of measuring performance, monitoring, research or verification. Any resulting data will not be used as, or in any way affect, the Controlling Measurement or be used for billing purposes. Advertiser will be fully responsible for the ATPV Pixels, including payment for the service. Ad blocking is not permitted. For any brand safety requirements, a list of content areas to target away from must be supplied by advertiser prior to launch. Disney must confirm in writing acceptance of editorial adjacency guidelines.

5) YouTube Sponsorships: If Advertiser is buying a YouTube Sponsorship package as referenced in the IO, Advertiser understands takeovers guarantee 100% SOV on mutually agreed upon channels up until the listed impression goal for the campaign flight is met. The impression goal provided on the IO is an estimate forecasted through Media Company's ad server. During the flight, actual impression delivery may be higher than estimated on the IO, given that organic channel viewership is dynamic and changes daily. Once the impression goal listed on the IO is met, the Advertiser can choose to either pause the takeover or add incremental budget to continue buying impressions to reach a full sponsorship. Incremental takeover budget may be reallocated from future InStream/non sponsorship flights within the same IO, assuming enough budget exists. If the Advertiser chooses to stop the campaign once the forecasted impression goal is met, outside brands will be allowed to advertise on the channel.

6) Deliverables sold on a Cost Per Day, Flat or Fixed cost model guarantee share of voice and the impressions listed in the IO for such deliverables are estimated forecast ranges only.

7) Controlling Measurement: The following products will be billed off Media Company's ad server ("Controlling Measurement"):

- Mobile Game Apps
- YouTube: ATPV Pixels are only permitted if accepted by the network property
- Facebook & Instagram: No ATPV Pixels are accepted
- Rich Media
- Native
- Geotargeting

8) 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

Revised 9/18/2018

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.

9) Conflicts; Severability: In the event of any inconsistency between the IO Terms and Conditions and any other terms contained or referenced in this IO, the IO Terms and Conditions shall take priority, supersede and govern the specific campaign described in this IO. If any term or provision of the IAB Standard Terms, the Additional IO Terms, the Promotion Agreement or the IO is deemed invalid or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severable from the other terms and provisions thereof, and the remaining terms shall be given effect as if the parties to this IO had not included the severed term or provision therein.