

Last Updated: September 28, 2023

These Quantcast Advertise Insertion Order Terms & Conditions ("**IO Terms**") govern the Insertion Orders ("IOs") that reference these IO Terms. In these IO Terms, the party entering into the IO will be called "**Company**" and the Quantcast entity identified on the relevant Insertion Order will be called "**Quantcast**". Quantcast will provide the services set forth in the IO and these IO Terms ("**Services**").

These IO Terms are comprised of the following:

(1) 4A's/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3 ("4As Term"), located [here](#) are incorporated herein by reference; and

(2) The following additional and controlling terms:

a. *Services*: The Services include Quantcast's campaign management services, including campaign strategy and campaign execution and any other data services, products, features and/or tools provided by Quantcast under an IO or selected via the Platform (as defined below). Quantcast may use the Platform on Company's behalf to provide the Services, including to (i) purchase inventory, (ii) run campaigns, (iii) build audiences (iv) select additional Services, including Third-Party Services (as defined below). Any selection made by Quantcast in the Platform on Company's behalf shall be deemed a selection made by Company for purposes of the IO Terms.

b. *Geo-targeting*: Geo-targeting will be agreed to by the parties.

c. *Cross-Platform*: All campaigns are served with blended devices (desktop, mobile web, tablet) targeting unless otherwise agreed to by the parties.

d. *Payment and Invoicing*:

i. Payment to be made in the currency identified in the *Campaign Total Budget* (as shown in the IO).

ii. Quantcast will provide monthly invoices electronically.

iii. In the case of non-US placements, the Campaign Total Budget is exclusive of VAT.

iv. Section III(c) of the 4As Terms shall not apply. Company will pay invoices within 30 days of the invoice date. Quantcast reserves the right to charge interest of 2% per month (or the legal maximum, whichever is lower) for late payments. Company will be responsible for reasonable out-of-pocket costs that Quantcast incurs to collect any unpaid invoices.

v. For the avoidance of doubt, Company is solely responsible for all amounts payable for Third-Party Services (defined below) and the cost of placing the AdChoices or similar icon ("**Third-Party Costs**"), whether Quantcast includes such Third-Party Costs on its invoices or Company pays such Third-Party Costs directly. Quantcast reserves the right but not the

obligation to place the AdChoices icon (or a similar icon) on Ads that do not already include such icon. Company acknowledges that any Third-Party Costs shown in the Platform are based on the information Quantcast receives from the third parties and are subject to the final amounts charged by such third parties.

e. Budget Fluidity for Performance Optimization: Quantcast may shift budgets among placements across the entire date range of a campaign in order to optimize performance; provided, that Quantcast stays within the Campaign Total Budget.

f. Privacy Requirements and Campaign Policy

- i. Each party will comply with all applicable laws and regulations (Quantcast in its provision of the Services in the form provided by Quantcast and Company in its use of the Services). Without limiting the foregoing, throughout the term of the IO, the parties agree to adhere to Applicable Privacy Laws and applicable self-regulatory principles, such as the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising ("**DAA**") or the Network Advertising Initiative Code of Conduct ("**NAI**"). If a change in Applicable Privacy Laws or self-regulatory principles necessitates a change to these IO Terms, the parties will work together in good faith to agree to appropriate revisions. "**Applicable Privacy Laws**" means all applicable international, federal, state, or local laws and regulations relating to personal data or personal information, as may be amended, extended or re-enacted from time to time, such as the EU General Data Protection Regulation (Regulation (EU) 2016/679) and any EU Member State laws implementing the GDPR, the UK GDPR and the UK Data Protection Act 2018 (collectively, "**GDPR**"), the e-Privacy Directive (Directive 2002/58/EC) and the UK Privacy and Electronic Communications Regulations 2003 (collectively, "**ePD**") and the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 – 1798.199), as amended, including by the California Privacy Rights Act ("CCPA").
- ii. Each party will (a) prominently display a user-friendly, easily-accessible, clear, and comprehensive privacy policy on its website or mobile application that complies with all applicable laws (including Applicable Privacy Laws) and applicable self-regulatory principles; and (b) if and as applicable, provide website or application visitors in its privacy policy (i) notice that its website, application, or service permits data collection for interest-based advertising, (ii) a description of the data collected and the means of collection, and (iii) a link to an industry-standard opt-out mechanism, such as the [NAI](#) or [DAA](#) opt out page.
- iii. Company will not use the Service with any (a) Direct Identifiers, any special or sensitive categories of personal data as defined by Applicable Privacy Laws, including by placing campaign tags on websites, apps and/or other digital properties whose content reveals special or sensitive categories of personal data of a user, or personal data relating to

criminal offenses or criminal convictions; or (b) any data of children, including by placing campaign tags on websites, apps and/or other digital properties directed at children. "Direct Identifier" means any information that identifies a particular individual without additional information, including name, address, mobile number, email address, financial account number or government-issued identifier. Direct Identifiers do not include pseudonymous identifiers such as IP address, cookie ID or other digital identifiers. For purposes of these IO Terms, "children" refers to anyone age 16 or such other age specified by Applicable Privacy Laws under which the processing of personal information is prohibited or requires opt-in or parental consent.

iv. These IO Terms incorporate the [US State Data Privacy Addendum](#) to the extent that the Services include processing personal information that is subject to U.S. State Privacy Laws (as defined in the foregoing European Economic Area, the UK or Switzerland, these IO Terms incorporate the [International Data Privacy Addendum](#).

In addition, Company will comply with Quantcast's then-current [Campaign and Data Policy](#) and [Privacy Requirements](#) (collectively the "**Campaign Policy**"). All of the foregoing linked addenda and policies constitute "Policies" under the 4As Terms.

g. Viewability

i. *Viewability Calculation*: Viewability is calculated as the number of in-view impressions divided by the number of vendor-measured, delivered impressions served across the entire campaign. The percentage viewability for measured impressions will be imputed to unmeasured impressions.

ii. *Viewability Goal*: If specified in the placement(s) on the insertion order, Quantcast will optimize delivery towards the applicable Viewability Goal.

iii. *Viewability Guarantee*: If specified in the placement(s) on the insertion order, Quantcast will provide the Viewability Guarantee. Such guarantee will only be offered for video placements, Search Powered Audiences, Demographic Audiences, and Data Partner Audiences.

a. **Makegood**. If the Viewability Guarantee is not met, Company's sole remedy will be Quantcast's delivery, for a brand campaign, of a number of impressions equal to double the difference between the Viewability Guarantee and the actual viewability delivered. This double makegood will fulfill the stated guarantee, and is not itself subject to a viewability requirement.

b. **Conditions**.

1. Viewability Vendor must be MRC accredited. Other than for MOAT, Company will provide Quantcast with the Viewability Vendor's daily reporting.
2. Company must raise any viewability dispute within 30 days of the campaign end date.
3. Lowering the viewability requirement during a campaign voids the guarantee.
4. Makegood impressions expire 90 days from the campaign end date.
5. At its discretion, Quantcast may issue a credit memo for the value of makegood impressions.

iv. *vCPM*: If a placement uses a vCPM pricing model, Company will only be billed for viewable (or "in-view") impressions (regardless of the percentage of viewability) as reported by the Viewability Vendor (specified in the placement on the IO).

h. *Third-Party Ad Server*: If Company is using a third-party ad server, Company will provide Quantcast log-in access to each Ad Server listed in the placements above within 24 hours of campaign start date for reporting access (including conversions, if applicable).

j. *Additional Company Representation and Warranty*.

i. Company represents and warrants that it will comply with all applicable laws and has obtained all necessary licensure for performance hereunder, and that Ads will not infringe or violate any applicable laws, ordinances, rules, codes, or regulations (including, without limitation, any industry-specific ethical, professional, or self-regulatory requirements or guidelines, and Applicable Privacy Laws) or the rights of any third party. If Company is an Agency (as defined in the 4As Terms), Company also represents and warrants that it has the authority to bind its Clients to these IO Terms and each IO, and that all of Company's actions related to these IO Terms and each IO will be within the scope of such agency.

k. *For Placements Priced on a CPA basis*.

i. Company agrees to pay Quantcast for the conversions and click-thru conversions as stated within the applicable placement. The conversion is defined as from both click-thru and view-thru conversions.

I. *IAB Ads.txt Principles*: Quantcast supports the principles of IAB initiative ads.txt and recommends all publishers adopt ads.txt as soon as possible. For inventory where we crawl a non-empty ads.txt file, Quantcast will only consider buying inventory from authorized sellers.

m. *Advertise Platform Access*: If Quantcast provides Company with access to Quantcast's platform ("**Platform**"), the following terms apply:

- i. Quantcast may provide individuals authorized by Company ("**Authorized Users**") with view only access to the Platform. Quantcast will set up the initial Authorized Users requested by Company. Each Authorized User must use unique access credentials. Company is required to maintain at least one Authorized User, and access credentials for that user, during the Services. Each Authorized User will have the ability to add new Authorized Users and terminate access for existing Authorized Users. Company may also request that Quantcast add additional Authorized Users (email being sufficient for such requests). Company is solely responsible for all Authorized Users and all activity under its account, including maintaining the confidentiality of its account logins and passwords and shall immediately notify Quantcast in writing of any loss or involuntary disclosure thereof. Company shall ensure that all Authorized Users (a) use Company's account solely on behalf of Company, as Company is authorized to access and use the Services under these IO Terms, and (b) are aware of, and comply with, all requirements and restrictions described in these IO Terms. For the avoidance of doubt, Company shall be liable for any breach of these IO Terms by any Authorized User.
- ii. Subject to these IO Terms, during the term of the IO and for any additional period permitted by Quantcast, Quantcast grants Company a limited, non-exclusive, non-transferable, revocable and non-sublicensable license to access and use the Platform solely to (a) view campaigns set-up in the Platform as part of the Services, and/or (b) view reports generated by the Services.
- iii. Company will ensure that its account information is accurate and current. Quantcast reserves the right to review and, if needed, correct, the information and setup associated with Company's account and Authorized Users.
- iv. Company will not: (a) attempt to circumvent any Platform security measure, (b) share its access credentials, (c) grant direct or indirect access to the Platform to any third-party (other than an Authorized User of Company, if applicable), (d) reproduce, distribute, modify, prepare derivative works of, translate, and data made available on the Platform, (e) introduce viruses or other malware into the Platform, or (f) share reports generated by the Services with any third-party (other than Company's own Clients who are obligated to treat such reports confidentially, if applicable).
- v. For the avoidance of doubt, Quantcast may collect analytics information about its customers' use of the Services (e.g., how Authorized Users engage with the Platform user interface, etc.) for purposes of understanding how its customers use the Services and providing, customizing and improving the Services.

n. *Client Data*: Upon written request from an advertiser client ("**Client**"), Quantcast is authorized to use the Client Data associated with such Client in accordance with their written request (including, without limitation, sharing such Client Data with another entity within the Platform). For clarity, "**Client Data**" means the (i) data Quantcast receives from campaign tag(s) placed by or on behalf of Company or its Clients on websites, apps and/or other digital properties; and (ii) Quantcast's proprietary analysis of such data. Client Data does not include any predictive models or data segments that Company may have created using the tag data or any campaign performance data generated from campaigns delivered by Company using such Client Data.

o. *Jurisdiction and Venue.*

i. **If signed by Quantcast Corp.:** All IOs will be governed by the laws of the state of California. Quantcast and Company (on behalf of itself and its Clients) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including the Terms) will be brought solely and exclusively in the state or federal courts located in the Northern District of California, and the parties consent to the jurisdiction of such courts.

ii. **If signed by Quantcast International Limited:** All IOs will be governed by the laws of Ireland. Quantcast and Company (on behalf of itself and its Clients) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including the Terms) will be brought solely and exclusively in Dublin, Ireland, and the parties consent to the jurisdiction of such courts.

iii. **If signed by Quantcast Australia Pty Ltd:** All IOs will be governed by the laws of Australia. Quantcast and Company (on behalf of itself and its Clients) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including the Terms) will be brought solely and exclusively in Sydney, Australia, and the parties consent to the jurisdiction of such courts.

p. *Taxes*: All charges under these IO Terms are exclusive of all taxes and duties, if any. Company is responsible for and must pay all sales and use or other transactional taxes and duties including interest and penalty imposed on the amounts charged hereunder, or from the performance of these IO Terms for which Quantcast issues an invoice. Company will promptly reimburse Quantcast for any such tax or duty and indemnify Quantcast and hold Quantcast harmless for any such taxes and duties that Quantcast must pay to a tax authority for which Company is responsible. If Company claims a tax exemption, Company must provide

Quantcast with appropriate exemption certificates or documentation charges (including, without limitation, VAT or GST) acceptable to tax authorities.

q. *System of Record*: Quantcast is the system of record and is solely responsible for calculating and reporting metrics related to inventory purchases, impressions and all amounts owed under these IO Terms.

r. *Promotion*: Section IX(g) of the 4As Terms is hereby amended by adding the following after the last sentence in Section IX(g): "Notwithstanding all the foregoing, Quantcast may include Agency's and Advertiser's names and logos in descriptions of Quantcast's partners on its website, in media, and in promotional materials."

s. *Breach by Company*: Without limiting any of Quantcast's other remedies hereunder, Quantcast may, in its sole discretion, immediately suspend or terminate any individual campaign if Quantcast reasonably suspects that such campaign is in breach or violation of any of Company's obligations, representations, or warranties set forth in these IO Terms (including, without limitation, any failure to comply with the Campaign Policy).

t. *INDEMNIFICATION*: Section X of the 4As Terms is deleted in its entirety and replaced with the following:

X. MUTUAL INDEMNITY

a. Quantcast shall indemnify, defend and hold harmless Company and its directors, officers, employees and agents (and their respective successors, heirs and assigns) ("**Company Parties**") against any claim, liability, damage, loss or expense (including reasonable attorneys' fees and costs) ("**Liabilities**") incurred by the Company Parties in connection with any third-party claim (including, for clarity, any regulatory or governmental action) ("**Claim**") that Quantcast's proprietary technology that provides the Services, in the form provided by Quantcast, infringes any patent or other third-party intellectual property right. Company shall indemnify, defend and hold harmless Quantcast and its directors, officers, employees and agents, its and their respective successors, heirs and assigns ("**Quantcast Parties**") against any Liabilities incurred by the Quantcast Parties in connection with any Claim arising out of or relating to (a) Company's (including any Client's, if applicable) violation of these IO Terms (including the 4As Terms and Policies); (b) Company- provided or Client-provided data or ads; (c) the nature of Company's or any Client's products, services and industry, including without limitation any claims in the nature of product liability or any claim or allegation that such services or products are not in compliance with applicable industry-specific laws, or (d) breach of subsection j. (Additional Company Representation and Warranty) above.

b. The indemnified party will promptly notify the indemnifying party of any indemnified claim (provided that failure to notify promptly will only relieve the indemnifying party of its obligations to the extent it demonstrates material prejudice from the failure) and at the indemnifying party's expense, provide assistance reasonably necessary to defend such claim. The indemnifying party will not enter into any settlement or compromise that does not fully absolve the indemnified party of liability.

c. Quantcast will have no obligation for any claim arising from or related to (a) compliance with Company specifications, (b) combination of the Services with products or services not supplied by Quantcast, if the cause of action would not have arisen otherwise, (c) adaptation or modification of the Services or data, if the cause of action would not have arisen otherwise, (d) Company's failure to follow instructions provided by Quantcast which would have cured the cause of action, provided that following such instructions would not have caused Company substantial additional cost, or (e) use of the Services or data other than as described herein. In the case of any of the foregoing, Company will indemnify, defend and hold harmless the Quantcast Parties from and against any Liabilities arising directly or indirectly from such claims.

d. In the event that Quantcast's right to provide the Services is enjoined or in Quantcast's reasonable opinion is likely to be enjoined, Quantcast may obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing, or, if such remedies are not reasonably available, above, Quantcast shall provide Company with as much written notice as reasonably practicable prior to the effective date of such termination. Quantcast's obligations as stated in this Section X are Quantcast's sole and exclusive liability to Company and Company's sole remedies as to infringement of intellectual property rights."

u. LIMITATION OF LIABILITY: Section XI of the 4As Terms is deleted in its entirety and replaced with the following:

"XI. LIMITATION OF LIABILITY QUANTCAST MAKES NO REPRESENTATIONS REGARDING THE BENEFITS TO COMPANY FROM THE SERVICES, OR THAT THE QUANTCAST PLATFORM OR ANY INFORMATION PROVIDED BY INVENTORY PARTNERS WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION. EXCEPT FOR CLAIMS RELATING TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF DELAYS, LOSS OF DATA, LOSS OF USE OR LOSS OF PROFIT) ARISING OUT OF OR RELATED TO THESE IO TERMS, HOWEVER CAUSED AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY

BROUGHT (INCLUDING CONTRACT OR NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION XI LIMITS ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY WHICH CANNOT LEGALLY BE LIMITED. EXCEPT FOR CLAIMS RELATING TO PAYMENTS DUE, AND/OR INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THESE IO TERMS EXCEED THE GREATER OF (A) ONE HUNDRED THOUSAND U.S. DOLLARS (US \$100,000) OR (B) THE ACTUAL AMOUNT PAID AND/OR PAYABLE TO QUANTCAST FOR THE PROVISION OF SERVICES TO COMPANY IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE. The parties acknowledge that the limitations and exclusions contained in these IO Terms have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under these IO Terms and the payments made hereunder."

v. *Third-Party Services*: To the extent Company receives any services or products of a third party in conjunction with the Services, including without limitation any third-party data provider (each service, a "**Third- Party Service**"), the following additional terms apply. For the avoidance of doubt, these terms are supplementary: they do not replace or limit any other terms and conditions of these IO Terms.

- i. *Third-Party Services Terms*. Company is solely responsible for complying with any applicable third party terms and conditions of such Third-Party Service in addition to the terms of these IO Terms. Any such third party terms and conditions are as provided to Company in writing by Quantcast or by the relevant third party.
- ii. *Limitations*. Quantcast does not endorse, is not responsible or liable for, and makes no representations as to any Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data, or any interaction between Company and the provider of such Third-Party Service. Quantcast cannot guarantee the continued availability or pricing of such Third-Party Services, or any features thereof, and may cease enabling access to them without liability to Company, if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service in a manner acceptable to Quantcast. Company irrevocably waives any claim against Quantcast with respect to such Third-Party Services. Quantcast is not liable for any damage or loss caused or alleged to be caused by or in connection with Company's receipt, enablement, access or use of any such Third-Party Services, or Company's reliance on the privacy practices, data

security processes or other policies of such Third-Party Services. Company may be required to register for or log into such Third-Party Services on their respective websites or to share Company-provided or Client-provided data or ads with such Third-Party Services (e.g., services requiring data integration).

iii. LiveRamp Usage Restrictions. To the extent Company uses any product or service of LiveRamp, Inc. or its subsidiaries (collectively, "LiveRamp") in connection with the Services outside of a direct agreement between LiveRamp and Company, Company agrees that LiveRamp is an intended third-party beneficiary to these IO Terms, and Company agrees : (a) to authorize LiveRamp to provide its Data Onboarding Service to Company, including to access and download Company's CRM data for placement of data cookies and delivery of such cookies to Quantcast; (b) to upload all data to LiveRamp's SFTP site, and not provide such data directly to Quantcast. Company is prohibited from sending Quantcast any Direct Identifiers, or recombining any data it receives from Quantcast with Direct Identifiers; (c) Company will not (i) resell or provide access to LiveRamp's Data Onboarding Service to anyone except Authorized Users, (ii) reverse engineer, aggregate, or disambiguate any data or technology received from LiveRamp or its services (except as expressly agreed by LiveRamp in writing), (iii) use such service to sell or advertise any products that are sexually- oriented or related to tobacco, illegal gambling, firearms, or any other illegal product; (d) Company will not provide LiveRamp with any data (i) related to an individual's health or medical condition, sexual orientation, or religion, (ii) of those under age 18 (or age 13 if from Australia), (iii) with attributes that correlate to unique records or individuals, or (iv) for which Company does not own or have rights to, or has not otherwise obtained consent to provide to LiveRamp; and (e) Company additionally warrants that: (y) it will not direct data to any other destination other than Quantcast unless Company has a direct agreement with the entity controlling such destination, and (z) obtained and maintained all required consents under Applicable Privacy Laws for LiveRamp to collect, use and retain personally identifiable information provided to LiveRamp hereunder.

w. *Conflicts, Responsibility, Terminology*: To the extent of any conflict with the 4As Terms, these IO Terms govern. For the avoidance of doubt, Company is responsible for the actions/inactions of its Clients in connection with this IO and the Services and for ensuring compliance with these IO Terms by its Clients.

i. Any references to "**Customer**" in an IO shall mean Company.

ii. Any references to "**Media Company**" in the 4As Terms and/or an IO shall mean Quantcast.

iii. If Company is an Agency (as defined in the 4As Terms), then all references to "**Agency**" shall mean Company and all references to "**Advertiser**" shall mean Company's Clients.

iv. If Company is an Advertiser (as defined in the 4As Terms), then references to both "**Agency**" and "**Advertiser**" shall mean Company. For clarity, if there is no Agency then Advertiser takes on all obligations of Agency under the IO and these IO Terms.