



The parties hereto hereby agree that these MediaMath Payment Terms for Service Platform for Agencies set forth on Schedule A below and the Terms & Conditions for Agencies set forth on Schedule B below in effect between the parties shall govern the performance of any Insertion Order (the “IO”) entered into by and between MediaMath, Inc. (“MediaMath”) and the Agency set forth on the signature page thereof.

Schedule A
PAYMENT TERMS FOR SERVICE PLATFORM USAGE

1. Fees and Payment

- a. MediaMath will invoice Client on a monthly basis for its usage of the Service Platform in the prior calendar month, calculated in accordance with the IO. The invoice (“Billed Spend”) shall consist of:
- i. The Total Ad Cost;
 - ii. As applicable, the DSP Fee, the DMP Fee, Client-Sourced Private Marketplace Direct (PMP-D) Inventory Fee, Ad Serving Cost, Dynamic Creative Cost, Custom Development Fee and Professional Services Fee (each, as defined below), and the other fees due to MediaMath for services performed under this Agreement (collectively, the “MediaMath Fees”; it being understood that the MediaMath Fees, less any applicable Custom Development Fee and Professional Services Fee, are reported as the “MM Total Fee” in the Service Platform UI);
 - iii. The margin specified by Client in the Service Platform for its Campaigns (“Margin”), which amount shall be subject to Section 1.d. below; and
 - iv. For MediaMath’s out-of-pocket expenses, including its actual travel, food and lodging expenses for travel to Client’s premises.
- b. Upon the full execution of this Agreement, a deposit equal to two months of the Monthly Minimum DSP Fee (“Platform Access Fee Deposit”) shall be due and payable by Client. MediaMath shall invoice Client for the Platform Access Fee Deposit on or about the Effective Date. Upon the expiration or earlier termination of this Agreement, MediaMath shall be entitled to apply the Platform Access Fee Deposit against the Billed Spend. Any balance remaining on the Platform Access Fee Deposit shall be returned to Client promptly following MediaMath’s settlement of the final accounts.
- c. Client shall pay the Billed Spend within thirty (30) days after the date of the applicable invoice. Unless Client notifies MediaMath in writing of a dispute within ten (10) business days following its receipt of an invoice, Client shall be deemed to have accepted such invoice. Client shall provide reasonable detail with its notice of dispute, and the parties shall work together in good faith to resolve the discrepancy. At no time may Client withhold payment for any Billed Spend that is not subject to a good faith dispute between the parties.
- d. Following receipt of the Billed Spend, MediaMath shall apply Client’s payment in this order: (i) toward all media, data, and other related costs incurred by Client’s use of the Service Platform in the applicable calendar month; (ii) toward the MediaMath Fees, which amount will be retained by MediaMath; and (iii) toward the Margin minus the MM Margin Share (if any), which amount MediaMath will pay to Client.
- e. Except for taxes on MediaMath’s income, all payments to be made under this Agreement by Client shall be made free and clear of, and without deduction for or on account of, any sales, use, value-added and withholding taxes, and any other taxes, duties, tariffs, charges, fees, and penalties of any nature now or hereafter imposed by any national, state or local government that are applicable to transactions under this Agreement (collectively, “Taxes”). If Client is compelled to make any such deduction, it will pay MediaMath such additional amounts as are necessary to ensure that MediaMath receives the full amount which MediaMath would have received but for the deduction.
- f. Late payments shall be subject to a rate of one and one-half percent (1.5%) per month or the maximum interest allowed by law, whichever is less. In the event of a late payment and upon 30 days notice, MediaMath may suspend Client’s use of the Service Platform, Campaign QA Service and Trading Service until the Billed Spend is paid. Additionally, MediaMath shall be entitled to recover from Client any sums expended in connection with the collection of overdue amounts, including all collection agency fees, attorneys’ fees and expenses.
- g. At the beginning of each calendar quarter, Client shall provide its MediaMath account manager with a forecast of the aggregate Client budget

anticipated to be spent on the Service Platform during such three-month period. Each forecast shall be made in good faith but not be binding.

2. Total Ad Cost

- a. The “Total Ad Cost” is the sum of:
- The Media Cost in a calendar month; and
 - As applicable, the cost of all features and services available on the Service Platform that are used on or in connection with the Ads delivered to such Digital Media Inventory in such calendar month, including without limitation (i) audience, contextual, or any other data used to target such Digital Media Inventory to users; and (ii) ad verification, ad serving, privacy compliance, dynamic creative, and any other features or services used on or in connection with the Ads displayed on such Digital Media Inventory; provided, however, that this amount excludes Client’s use of any features or services that are sourced by Client and for which Client, by arrangement with MediaMath, is billed separately by such third party provider
- It is understood that the Total Ad Cost is calculated across all Client’s Campaigns and Strategies, and excludes Margin and MediaMath Fees.
- b. The “Media Cost” is the cost associated with Digital Media Inventory accessed through the Service Platform, including all Client-sourced inventory. MediaMath’s billing procedures and Client’s payment obligations for the cost of Client-sourced inventory vary. In the default scenario, the costs associated with Client-sourced inventory (other than inventory sourced by Client using MediaMath’s seat) shall be invoiced by the applicable media seller directly to Client; Client shall be solely responsible for remitting payment for the media seller-invoiced amounts directly to the applicable payee(s); and MediaMath shall have no obligation to Client, or any advertising exchange, supply side platform, advertising network or publisher in connection with such amounts. Notwithstanding the foregoing, in the event that Client wishes to appoint MediaMath its “paying agent” and MediaMath wishes to accept the appointment, then Client shall enter into a separate addendum with MediaMath governing the terms of such agency. Pursuant to such separate addendum, Client will make appropriate notifications and designations to the applicable media seller; MediaMath will invoice Client directly for all costs charged by the media seller in conjunction with Client’s activity on the Service Platform, including the cost for all features services included in the Total Ad Cost; and MediaMath will agree that once Client pays MediaMath for said invoices, MediaMath will be solely responsible for remitting payment to the applicable third parties. **In either case, the relevant DSP Fees, Client-Sourced Private Marketplace Direct (PMP-D) Inventory Fees, or other MediaMath fees will still apply and MediaMath will invoice Client for applicable fees, as well as for any features or services included in the Total Ad Cost, as part of the Billed Spend.**
- c. Client enters a “Campaign” into the Service Platform. The Campaign defines Client’s parameters and objectives (e.g., overall budget, flight dates, and goals). Client enters an individual “Strategy” under each Campaign that defines how Client will achieve the Campaign objectives. The implementation of a Strategy by the Service Platform results in the purchase of Digital Media Inventory.

3. DSP Fee

- a. The “DSP Fee” is the fee for access and use of the Service Platform to execute purchases of Digital Media Inventory, and is calculated as *the greater of* (i) the sum, in each calendar month, of the Platform Access Fee, Campaign QA Service Fee and Trading Service Campaign Fee, and (ii) the Monthly Minimum DSP Fee (specified in the IO).
- b. The “Platform Access Fee” is the fee applicable to all Campaign impressions, whether Client-Managed or MediaMath-Managed, with the exception of Client-sourced Private Marketplace Direct Inventory, and is calculated at the rate specified in the IO applied to the Total Ad Cost for all applicable Campaign impressions that month. By checking “Managed by T1 Client” in the Service Platform user interface, Client has elected not to receive either the Campaign QA Service or the Trading Service for the checked Campaign. In “Client-Managed” Campaigns, Client performs all tasks associated with the setup, launch, and management of the



Campaign in the Service Platform, and, unless it elects to use the Campaign QA Service, is responsible for any error or overspend in the Campaign. Client receives the training and support services described in the IO in connection with its Client-Managed use of the Service Platform. A **“MediaMath-Managed”** Campaign is one for which MediaMath is providing the Trading Service (as defined below).

c. The **“Campaign QA Service Fee”** is the fee applicable to all Client-Managed Campaign impressions for which the Campaign QA Service is performed by MediaMath, and is calculated at the rate specified in the IO applied to the Total Ad Cost for Client-Managed Campaign impressions subject to the Campaign QA Service that month. By checking **“Managed by T1 Client with MediaMath QA”** in the Service Platform user interface, Client elects to receive the Campaign QA Service from MediaMath for the checked Campaign. In the **“Campaign QA Service,”** a Campaign set up by Client through the Service Platform is reviewed and approved by MediaMath before it is launched, and MediaMath is responsible for any error or overspend in a Campaign that the Service Platform indicates was **“Approved by MediaMath.”** For clarity, the Campaign QA Service Fee will not apply, and MediaMath will not be responsible for any error or overspend in a Campaign, even if Client checks **“Managed by T1 Client with MediaMath QA,”** unless and until the Service Platform indicates that the Campaign was **“Approved by MediaMath.”**

d. The **“Trading Service Campaign Fee”** is the fee for use of the Trading Service, and is calculated at the rate specified in the IO applied to the Total Ad Cost for MediaMath-Managed Campaign impressions that month. By checking **“Managed by MediaMath”** in the Service Platform user interface, Client elects to receive the Trading Service from MediaMath for the checked Campaign. The **“Trading Service”** means those services that Client requests and that MediaMath agrees to provide for a given Campaign. The scope of the Trading Service for a given Campaign is subject to mutual agreement, and can include the services included in the Campaign QA Service, and Campaign planning, Campaign and Strategy setup, ad tag generation and verification of pixel firing, ad tag trafficking, Campaign and Strategy launch, monitoring, optimization and analysis. Such Campaigns will be classified as **“Managed by MediaMath”** in the Service Platform, and MediaMath is responsible for any error or overspend in a Campaign that is MediaMath-Managed.

e. The MM Margin Share applies only in the event that Client agrees (i) to use the Margin feature of the Service Platform as the only mechanism for charging a markup to Client’s clients for Campaigns that Client runs through the Service Platform; and (ii) to pay MediaMath a portion of the Margin equal to the MM Margin Share, as payment for services rendered. The **“MM Margin Share”** is calculated as the product of (i) the rate specified in the IO, and (ii) the monthly Margin for all Campaigns in the Service Platform.

f. The **“Monthly Minimum DSP Fee,”** specified in the IO, is the minimum DSP Fee to be paid by Client to MediaMath in any month for its access and use of the Service Platform.

4. DMP Fee

a. The **“DMP Fee”** is the fee for use of the Service Platform’s Data Management Platform (**“DMP”**), which may include the following features:

- Collection and storage of first party and/or third party audience data from online and matched offline sources
- Synchronization of audience data with external first party and/or third party systems
- Custom audience segment creation and data transformation
- Audience analysis, profiling, and insights discovery
- Audience forecasting
- Cross-media exposure tracking and aggregated performance measurement (in development)
- Implementation of custom attribution models (in development)
- The **“DMP Fee”** is comprised of (i) the One-Time DMP Setup Fee specified in the IO; and (ii) the Monthly DMP Usage Fee specified in the IO.

b. The **“Monthly DMP Usage Fee,”** calculated in accordance with the IO, is the monthly fee for access to the DMP.

c. The **“Maximum Monthly DMP System Calls”** is the maximum number of calls allowed to be made to the DMP during a calendar month, whether to track site visitors or media exposures, or to synchronize with other systems, or for any other reason.

d. The **“Maximum Monthly Number of DMP Segments”** is the maximum number of first party, third party, or custom segments that Client is allowed to maintain in the DMP.

e. If Client exceeds the Maximum Monthly DMP System Calls or the Maximum Monthly Number of DMP Segments in a given calendar month, Client will pay MediaMath the Monthly DMP Usage Fee *plus* an amount equal to *the greater of* (i) the **“Monthly DMP Overage CPM”** multiplied by the number of DMP System Calls in excess of the Maximum Monthly DMP System Calls for that month, then divided by 1000; or (ii) the number of DMP Segments in excess of the Maximum Monthly Number of DMP Segments multiplied by the **“Monthly DMP Segment Overage Charge.”**

5. Client-Sourced Private Marketplace Direct Inventory Fee

a. The **“Client-Sourced Private Marketplace Direct Inventory”** or **“Client-Sourced PMP-D Inventory”** is Digital Media Inventory that is purchased by Client directly from a media seller through the Private Marketplace Direct feature of the Service Platform.

b. The **“Client-Sourced PMP-D Inventory Fee,”** specified in the IO, is the monthly fee for use of the Private Marketplace Direct feature of the Service Platform on Client-sourced inventory.

c. At Client’s request, MediaMath will negotiate and provision the Client-sourced PMP-D Inventory in the Service Platform on Client’s behalf (**“MediaMath PMP-D Facilitation”**), for the additional fee specified in the IO.

6. Ad Serving Cost

The **“Ad Serving Cost”** is the fee charged for the Service Platform to deliver creative units to publisher pages. The Ad Serving Cost applies only when Client uploads **“raw”** creative assets into the Service Platform (e.g., Flash or Image files). The Ad Serving Cost shall be calculated on a calendar monthly basis in accordance with the rates specified in the IO.

7. Dynamic Creative Cost

a. The **“Dynamic Creative Functionality”** is a feature of the Service Platform that enables Ads that meet MediaMath’s technical specifications (**“Dynamic-Ready Creatives”**) to be altered in real-time based upon Client-specified rules.

b. The **“Dynamic Creative Cost”** is the monthly fee for Client’s access and use of the Dynamic Creative Functionality. When Client provides Dynamic-Ready Creatives, the Dynamic Creative Cost is calculated on a calendar monthly basis in accordance with the rates specified in the IO. If Client does not have Dynamic-Ready Creatives prepared and requests MediaMath’s assistance to develop such Dynamic-Ready Creatives, MediaMath will charge Client at a rate of \$250/hour for such creative development work.

8. Custom Development Fee; Professional Services Fee

The **“Custom Development Fee”** or **“Professional Services Fee”** is the fee specified in a separate Statement of Work for custom development or other professional services that MediaMath agrees to perform at Client’s request (e.g., custom data extracts and file delivery, custom analytics, custom campaign implementations, custom feature development, custom systems integrations, custom system build-out requests, consultative and advisory services, and other services). MediaMath shall consider each request for such services, and if MediaMath agrees to perform such services, the parties will enter into a Statement of Work that specifies the scope, timing, pricing, and other considerations specific to such request. Such Statements of Work will be added as additional Schedules to the MSA.

9. Reporting

The Service Platform maintains independent tracking of media impressions, clicks, conversions, and other data which serves as the basis for all Service Platform reporting, as well as the input for the various cost, fee, and other financial calculations described in Schedule A. The parties acknowledge that when comparing the impression, click, conversion, and other data reported by the Service Platform with that data reported by a third-party system, it is common to observe discrepancies and differences for a variety of reasons, including different counting methodologies, different attribution methodologies, different fraud detection and fraud elimination methodologies, and differences in the extent of pixel placement or other tracking technologies, falloff in counts due to the presence of third party redirects, use of different time zones to define daily reporting intervals, server latency, errors in creative trafficking, errors in pixel placement, browser caching, blocking of ads by a third party, and more. A discrepancy troubleshooting guide,



available in the Service Platform's Knowledge Base, addresses common causes and resolutions for reporting discrepancies. Client acknowledges that discrepancies of up to 10% for impressions and/or clicks are common, and do not require action or resolution by the MediaMath team. For discrepancies above 10% for impressions and/or clicks with causes are not addressed in Service Platform's Knowledge Base, the Service Platform technical

support team is available to work with Client to address and resolve. Notwithstanding the above, Client agrees that all cost, fee, and other financial calculations described in Schedule A will be based on quantities reported in the Service Platform.

Schedule B

GENERAL TERMS AND CONDITIONS

1. Definitions. (a) **"Ad(s)"** means the text, graphics, rich media, video and/or audio material (and combination thereof) that is displayed on Digital Media Inventory. (b) **"Advertiser"** means a person or entity for whose benefit Client is authorized to use the Service Platform. (c) **"Affiliate"** means a corporation or other entity of which Client has ownership, directly or indirectly, of fifty percent (50%) or more of the voting stock or equivalent interest in such corporation or entity. (d) **"Client Data"** means all data of Client and its Advertisers received by MediaMath, and any data that identifies Client or an Advertiser that is collected as a result of or generated by Client's use of the Service Platform. (e) **"Digital Media Inventory"** means the digital media inventory sold or acquired through the Service Platform. (f) **"Insertion Order"** means the agreement specifying the terms and conditions of an Ad campaign. (g) **"Marks"** means trademarks, service marks, logos, trade dress, trade names and business names and other distinctive brand features, including the goodwill associated therewith. (h) **"MediaMath Data"** means the data used by the Service Platform for bidding and delivery, the data derived from or generated by Client's use of the Service Platform that does not specifically identify Client or Advertiser, the data relating to any error, issue or enhancement to the operation or use of the Service Platform, and the data that MediaMath would have regardless of Client's or Advertiser's use of the Service Platform. (i) **"NAI Code"** means the set of self-regulatory privacy principles for third-party ad serving created and agreed to by the coalition of third-party ad serving companies referred to as the Networking Advertising Initiative ("**NAI**") and posted at <http://www.networkadvertising.org/> (or any successor site). (j) **"Service Platform"** means the services and tools offered by MediaMath through the TerminalOne platform during the Term. As of the Effective Date, the Service Platform includes TerminalOne, MathTag, MathClarity, the Data Management Platform, the Private Marketplace, Ad Serving, and the Dynamic Creative functionality (each capitalized term as defined in Schedule A), and the other products and tools offered by MediaMath.

2. Service Access License. MediaMath hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term of this Agreement to remotely access and use the Service Platform as provided by MediaMath. Client shall have access to the Service Platform only through (i) remote access through the confidential password protected login process provided by the Service Platform, or (ii) the Campaign QA Service or the Trading Service. Only employees of Client, and those of Client's Advertisers, agents and subcontractors approved by MediaMath in writing (approval not to be unreasonably withheld) shall be allowed to remotely access and use the Service Platform pursuant to this Agreement. In no event shall Client (i) provide a competitor of MediaMath with access to, or information about, the Service Platform for any purpose, or (ii) access the Service Platform while it owns, develops or maintains a demand side platform.

3. Client Obligations. Client shall at all times (i) be solely responsible for soliciting Advertisers; (ii) enter and otherwise provide accurate and complete information to MediaMath, the Service Platform, Campaign QA Service, and Trading Service; (iii) comply with MediaMath's posted policies for use of the Service Platform, Campaign QA Service, and Trading Service; (iv) secure the authorization necessary from the appropriate third parties (including Advertiser, web publishers and others) to distribute the Ads, content and materials through the Service Platform, Campaign QA Service, and Trading Service, and to place the Service Platform ad tags on various web pages; (v) ensure that the third party ad tags that it employs work reliably; (vi) ensure that the Ads, content, materials, and landing pages connected to the Ads, and the web pages on which the Service Platform ad tags are placed, and the selection criteria used to target the Ads, do not violate applicable law (including the laws applicable to consumer protection, consumer credit, privacy, and intellectual property), and do not cause damage or injury to MediaMath or the Service Platform; (vii) be

prohibited from uploading or otherwise introducing into the Service Platform any Ad with creative that includes or promotes pornography, violence, racism, hate, illegal drugs, illegal weapons, adware, malware, bit torrent, illegal file sharing, or that MediaMath considers in good faith to be offensive or otherwise inappropriate; (viii) pay the Billed Spend as provided in Schedule A; (ix) deem MediaMath its non-exclusive preferred provider of DSP services, and use commercially reasonable efforts to run all Client-Managed Campaigns through the Service Platform; and (x) be prohibited from reverse engineering, reverse compiling and disassembling the MediaMath technology, including the Service Platform. Client agrees that it is responsible for the use of the Service Platform by its employees, and approved agents and subcontractors, and that it will ensure such employees, and approved agents and subcontractors comply with the terms of this Agreement. Client acknowledges that in the event of a breach of clause (vi) or (vii) above, MediaMath reserves the right, in its sole discretion exercised in good faith, to remove the relevant Ad, Campaign and/or Strategy, and/or to suspend or permanently deactivate Client's account in the Service Platform.

4. Client Acknowledgment. Client agrees and acknowledges that the acts of setting Campaign and Strategy specifications, placing Service Platform ad tags on web pages, and loading Ad(s) and other data files result in the purchase of Digital Media Inventory and compensable services under this Agreement, and that such purchases will be recorded by the Service Platform. Except to the extent caused by technical malfunction solely in the Service Platform that is not based on a malfunction of any third party system, or to MediaMath's error or overspend under the Campaign QA Service or Trading Service, Client is obligated to pay MediaMath the Billed Spend associated with the Digital Media Inventory purchased and the services rendered. Client acknowledges and agrees that MediaMath does not guarantee that Digital Media Inventory meeting Client's selected criteria will be available, or that it will be available in the volume desired by Client, or that Client will be the successful bidder for such inventory.

5. MediaMath's Obligations. Subject to Client's compliance with the terms and conditions of this Agreement, MediaMath shall (i) provide Client with the Service Platform, Campaign QA Service, Trading Service and the other services described in this Agreement; (ii) perform services under this Agreement in a professional and workmanlike manner; and (iii) provide technical support for the Service Platform.

6. Confidentiality. For purposes of this, the term "**Confidential Information**" means non-public information that a party designates as being confidential or which under the circumstances surrounding disclosure, reasonably ought to be treated as confidential, including without limitation, the terms of this Agreement, a party's finances, Advertiser records and contact information, employee lists, Client Data information contained within the Insertion Order, information about the Service Platform, and business, strategic development and marketing plans. Confidential Information will not include: (i) information that was previously known, without obligation of confidentiality, by the receiving party, prior to any disclosure from the other party; (ii) information that is or otherwise becomes available in the general public through no breach of this Agreement by the receiving party; (iii) information that was received without restriction from any person or entity that the receiving party reasonably believes is not in violation of any duty of non-disclosure on the part of such person or entity; or (iv) information that the receiving party develops independently of any disclosures of such information by the disclosing party. Neither party will disclose any Confidential Information to any third party; provided however, that a party may disclose Confidential Information to its employees, agents and/or independent contractors to whom disclosure is reasonably required provided that such individuals and entities have agreed to keep such information confidential in the same or a substantially similar manner as provided for in this



Agreement. Neither party will use any Confidential Information except as expressly permitted by, and as required to achieve the purposes of, this Agreement. Each party will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information of a similar nature, to keep confidential the Confidential Information. Notwithstanding anything herein to the contrary, a party may disclose Confidential Information in accordance with a judicial or other governmental order or as may be required by applicable law; provided, however, that a party so disclosing Confidential Information (the “**Disclosing Party**”) will give the other party (the “**Protected Party**”) as much advance notice as reasonably possible of any such disclosure so that the Protected Party may seek a protective order or other remedy. The Disclosing Party will comply with any protective order or equivalent relating to the Confidential Information. If there is no protective order, the Disclosing Party will use its reasonable best efforts to ensure that only the minimum portion of the Confidential Information necessary to comply with the law or order is disclosed. The parties agree that monetary damages for breach of confidentiality under this section will not be adequate and the non-breaching party shall be further entitled to injunctive relief.

7. Privacy. Each party shall adhere to applicable privacy law and regulation including, but not limited to, Section 5 of the FTC Act, the NAI code and DAA Code, to the extent applicable to such party. Each party will post a conspicuous privacy policy on its respective web site that is in accordance with all applicable laws, rules and regulations, and the self-regulatory programs cited above, as applicable. Client shall contractually require its Advertisers to have a conspicuous privacy policy on the landing page of each web site to which an Ad links. Neither party shall use the Service Platform, Campaign QA Service or Trading Service, either directly or through the Advertisers, to collect, transmit, provide, or otherwise make available to the Service Platform, Campaign QA Service and/or Trading Service personally identifiable information, including sensitive information, of any kind. “Sensitive information” includes the following personally identifiable information about an individual: his or her financial account numbers, insurance plan numbers, precise information about health or medical conditions, and government-issued identifiers. Personally identifiable information about a minor under the age of 13 is also considered “sensitive information.” Neither Client nor any of its Advertisers may merge or otherwise associate personally identifiable information with information collected through the Service Platform, Campaign QA Service and/or Trading Service, unless such merger or association is conducted in accordance with the NAI Code without use of the Service Platform, Campaign QA Service or Trading Service. Client agrees to use commercially reasonable efforts to engage only those online advertising technology providers that agree to adhere to the NAI Code or similar industry privacy standards.

8. Data. Client Data. Client and its Advertisers shall retain ownership of the Client Data, and MediaMath shall retain ownership of the MediaMath Data. Client hereby grants MediaMath a non-exclusive, royalty-free license and right during the Term to use the Client Data in connection with the services provided by this Agreement. In addition, MediaMath may disclose the Client Data to a third party under the circumstances allowed in Section 6. **MediaMath Data.** MediaMath shall use the MediaMath Data solely: (i) to operate, manage, maintain and enhance the Service Platform, Campaign QA Service, and Trading Service, and (ii) to improve the Service Platform’s method of predicting impression-level market clearing prices and winning bid prices for Service Platform users.

9. Intellectual Property and Retained Rights. Apart from the limited licenses granted in Sections 2 and 8, each party will own and retain their respective intellectual property rights. Client acknowledges that the Service Platform, Campaign QA Service, and Trading Service, and all intellectual property and proprietary rights in and to the foregoing, are the sole and exclusive property of MediaMath and its licensors. Each party retains all other rights not expressly granted in this Agreement.

10. Mutual Representations. Each party represents and warrants that (i) it has the right and authority to enter into this Agreement and perform its obligations, covenants and promises hereunder, and (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation. **Client Representation.** Client represents and warrants that it has the authority (i) to act as agent on behalf of each of its Advertisers in performance of this Agreement, and (ii) to bind each of its Advertisers to the payment terms contained herein.

11. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT CLIENT, MEDIAMATH AND MEDIAMATH’S LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MEDIAMATH AND ITS LICENSORS MAKE NO REPRESENTATIONS REGARDING THE BENEFITS OR RESULTS THAT CLIENT, ITS ADVERTISERS OR ANY THIRD PARTIES SHALL RECEIVE FROM SERVICE PLATFORM OR THE SERVICE PROVIDED UNDER THIS AGREEMENT.

12. Indemnification. Mutual. Each party will defend, indemnify, and hold harmless the other party and its Affiliates, and their respective directors, officers, employees, agents and third party licensors, from and against any loss, damage, settlement cost, expense, and any other liability (including reasonable attorneys’ fees and costs) (collectively, “**Losses**”) related to or arising out of any third party claim lawsuit, or proceeding (a “**Claim**”) based on an allegation that, if true, would constitute a breach of a representation, warranty, covenant or obligation under this Agreement by the indemnifying party. “Claim” excludes any allegation or claim brought against the indemnified party by its Affiliate. **Client Indemnification.** Client agrees to defend, indemnify and hold harmless MediaMath and its Affiliates, and their respective directors, officers, employees, agents and third party licensors, from and against Losses related to or arising out of a Claim that alleges that the Ad and/or the data or other material provided by Client to the Service Platform or MediaMath are illegal, deceptive, defamatory, or obscene, or violate a consumer’s online privacy or other rights, or infringe a third party’s intellectual property right: **Indemnification Procedures.** The indemnified party shall promptly notify the indemnifying party in writing of the claim for which the indemnified party is seeking indemnification; it being understood, however, that failure to provide such notice promptly shall not relieve the indemnifying party of its indemnification obligation hereunder, except to the extent that the indemnifying party has been materially prejudiced by such delay. The indemnifying party shall control the defense of the indemnified claim, including through choice of counsel, provided that the indemnified party may appear at its own expense through its own counsel. The indemnifying party shall not acquiesce to any settlement that imposes any liability or substantive obligation on an indemnified party without such indemnified party’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

13. Limitation of Liability. Except for any liabilities arising out of Sections 6 and 7, in no event shall a party be liable to the other party or its Affiliates for any indirect special, incidental, consequential or punitive damages. MediaMath’s liability under this Agreement shall not exceed the aggregate MediaMath Fees paid and payable to MediaMath under this Agreement for the six (6) month period preceding the date the first liability arose. Except as described in Section 4, MediaMath shall not be liable to Client, its Affiliates or any Advertiser, user, publisher, web site visitor or other third party for loss, cost, damages or expense incurred in connection with Client’s use of the Service Platform and the services provided under this Agreement including any technical malfunction, inputting errors, system error, corruption or loss of data, or other damage.

14. Term. The initial term of this Agreement is one year from the Effective Date (“**Initial Term**”), and shall automatically renew for one year periods (each, “**Renewal Term**”); unless (i) the Agreement is terminated earlier in accordance with the terms of this Agreement, or (ii) either party provides the other party with written notice of its intent not to renew the Agreement at least sixty (60) days prior to the end of the then current term. “**Term**” shall mean the period from the Effective Date until the expiration or earlier termination of this Agreement.

15. Termination. Either party may terminate this Agreement if the other party has materially breached its obligations hereunder and has failed to cure such breach within thirty (30) days following the receipt of a written notice specifying the nature of the breach from the party seeking to terminate. In addition, either party may terminate this Agreement if the other party (i) becomes insolvent; (ii) makes general assignment for the benefit of creditors; (iii) is adjudicated bankrupt; or (iv) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors, provided however that such proceeding was not dismissed within forty-five (45) days after it was instituted. Notwithstanding any other provision hereof, MediaMath shall have the right to terminate this Agreement immediately upon written notice to Client in the event that MediaMath has reason to believe in good faith that Client has breached (i) the security of the Service



Platform, in violation of Section 2 and/or MediaMath's posted requirements; (ii) Client's confidentiality obligations under Section 6; (iii) Client's privacy obligations under Section 7 in a manner that MediaMath believes in good faith is likely to harm MediaMath's reputation; or (iv) Client's obligations under Section 2 by providing access to, or information about, the Service Platform to a competitor of MediaMath, or by accessing the Service Platform while it owns, develops or maintains a demand side platform.

16. Effect of Termination. Upon termination of this Agreement, (i) each party's revocable license(s) to the other party shall automatically and immediately be revoked; and (ii) Client shall promptly pay to MediaMath all amounts due under Schedule A, provided that termination of this Agreement due solely to a material breach by MediaMath shall release Client from those payment obligations that have not yet accrued as of the effective date of termination. The following provisions shall survive the termination of this Agreement: Schedule A, and Sections 2, 6 through 9, 11, 13, and 15 through 17 of Schedule B. Upon termination, MediaMath agrees to transfer promptly to Client any accounts for third party advertising services that MediaMath maintains solely on Client's behalf (if any), including the data maintained in such accounts by the third party advertising services.

17. Miscellaneous Provisions. (a) Governing Law. This Agreement, including its formation, performance, termination and enforcement, together with any related claims whether under contract, tort or otherwise, shall be governed, construed and enforced in accordance with the laws of the State of New York, without reference to its conflict of law principles. For any disputes arising out of this Agreement, the parties consent to personal and exclusive jurisdiction of and venue in the state or federal courts within the state and county of New York. **(b) Assignment.** Neither party may assign its rights or obligations under this Agreement, whether voluntarily or by operation of law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement to an entity that is not a direct competitor, and is not an affiliate of a direct competitor, of the non-assigning party, in connection with an acquisition, sale or transfer of all or substantially all of its assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns. **(c) Entire Agreement; Waiver.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or discussions relating to the

subject matter of this Agreement. Each party acknowledges that it has entered into this Agreement in reliance upon its independent investigation and analysis, and that neither has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement. This Agreement may be amended, modified or supplemented only by a writing signed by both parties (which writing may be evidenced by electronic contract). No failure or delay on the part of either party in exercising any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any exercise of any other right or remedy. **(c) Counterparts.** This Agreement may be signed in multiple counterparts, and each such duly signed counterpart shall be deemed to be an original of this Agreement. **(e) Independent Contractor.** Each party is an independent contractor with respect to the other party hereunder. This Agreement shall not be construed to (i) create any employment, partnership, joint venture, franchise, master-servant, or agency relationship between the parties, or (ii) authorize any party to enter into an commitment or agreement binding on the other party. **(f) Force Majeure.** No party shall be liable under this Agreement for (or deemed in breach of this Agreement by reason of) any failure, delay or interruption in performing any term or condition (except obligations to make payments) of this Agreement due to cause(s) entirely beyond the control of such party; subject however to the condition that such party gives the other party written notice thereof promptly and, in any event, within thirty (30) days following discovery thereof and takes immediate action to cure such cause. In the event of any such cause, the time for performance shall be extended for a period equal to the duration of such cause. Payment of the fees due under this Agreement shall not be subject to this provision. **(g) Enforceability.** If any portion of this Agreement is determined to be or becomes unenforceable or illegal, then such portion shall be reformed or eliminated to the minimum extent necessary for this Agreement to be enforceable and legal, and this Agreement shall remain in effect in accordance with its provisions as modified by such reformation or elimination. **(h) Notices.** All notices pursuant to this Agreement shall be in writing and delivered either personally, by express courier, or certified mail, and sent to the addresses set forth in this Agreement or to such other address as a party may later specify in writing; and shall be effective upon delivery. **(i) Publicity.** Neither party will issue any press releases regarding this Agreement without the other party's prior written consent; provided however, that MediaMath may publicly disclose in writing the fact that Client is a Client/client and may use Client's Marks for such purposes.