

The following definitions from the 4A's/IAB Standard Terms and Conditions, Version 3.0, should be used when reading the proposed revisions to Section XII of Version 3.0 which follows.

DEFINITIONS

"Ad" means any advertisement provided by Agency on behalf of an Advertiser.

"Advertiser" means the advertiser for which Agency is the agent under an applicable IO.

"Advertising Materials" means artwork, copy, or active URLs for Ads.

"Affiliate" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"Agency" means the advertising agency listed on the applicable IO.

"CPA Deliverables" means Deliverables sold on a cost per acquisition basis.

"CPC Deliverables" means Deliverables sold on a cost per click basis.

"CPL Deliverables" means Deliverables sold on a cost per lead basis.

"CPM Deliverables" means Deliverables sold on a cost per thousand impression basis.

"Deliverable" or **"Deliverables"** means the inventory delivered by Media Company (*e.g.*, impressions, clicks, or other desired actions).

"IO" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

"Media Company" means the publisher listed on the applicable IO.

"Media Company Properties" are websites specified on an IO that are owned, operated, or controlled by Media Company.

"Network Properties" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"Policies" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"Representative" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

"Site" or **"Sites"** means Media Company Properties and Network Properties.

"Terms" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.

"Third Party" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

"Third Party Ad Server" means a Third Party that will serve and/or track Ads.

Proposed revisions to Section XII as agreed by the signatories to the Open Letter to the Digital Advertising Industry of June 16, 2020

XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

- a. Definitions and Obligations. “**Confidential Information**” will include (i) all information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing party (“**Discloser**”) when given to the receiving party (“**Recipient**”); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser’s contribution to IO Details (as defined below) shall be considered such Discloser’s Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or Representative who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser’s Confidential Information other than as provided for on the IO.
- b. Exceptions. Notwithstanding anything contained herein to the contrary, the term “Confidential Information” will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient’s possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.
- c. Additional Definitions. As used herein the following terms shall have the following definitions:
 - i. “**User Volunteered Data**” is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.
 - ii. “**IO Details**” are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.
 - iii. “**Performance Data**” is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details.
 - iv. “**Site Data**” is any data that is (A) preexisting Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that

identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; including, but not limited to, IP Address and URL; (C) entered by users on any Media Company Site other than User Volunteered Data; or (D) any other data viewed, exchanged or collected during the Ad bidding process ("Bidstream Data").

- v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.
- vi. "**Repurposing**" means the use of Collected Data for any purpose other than performance of the IO, including, but not limited to, retargeting a user, appending data to a non-public profile regarding a user, or the transfer or sale of Collected Data to a Third Party.
- vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

d. Use of Collected Data.

- i. Media Company retains all right, title and interest in, and to, all Site Data. Use of Site Data by Advertiser or Agency (or their Representative or Affiliate) shall be for the sole purpose of evaluation, measurement and delivery of the designated Ad, as set forth in Section XII(d)(v).
- ii. Unless otherwise authorized by Media Company, Advertiser and Agency will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Representative except as set forth in Section XII(d)(iv).
- iii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO.
- iv. Advertiser, Agency, and Media Company (each a "**Transferring Party**") will require any Affiliate or Representative used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.
- v. Media Company hereby grants Advertiser and its authorized partners a limited, irrevocable, royalty-free, worldwide license to collect, use and share Site Data that is passed by Media Company (a) in connection with the delivery of the Ad, (b) to use such data for reporting purposes, and (c) in response to a legal demand or process. The license described above does not grant Advertiser or Agency or their Affiliates and Representatives the right to use the Collected Data for any other purpose including, but

not limited to, sub-licensing or derivative works without prior written consent of Media Company. Advertiser is not permitted, nor will it permit an Affiliate or Representative, to Repurpose Collected Data. Notwithstanding the foregoing or anything to the contrary herein, any language in an IO or other Media Company authorization which could be construed to allow Agency or Advertiser or their Affiliates and Representatives to create a derivative work from Bidstream Data, either Aggregated or non-Aggregated, shall be null and void.

e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. Agency, Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Agency or Advertiser (or any of their Affiliates or Representatives) on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

g. Compliance with Law. Agency, Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

h. Agency Use of Data. Agency and its Affiliates and Representatives will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(ii) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.