



CO-OP CAMPAIGN INSERTION ORDER

Campaign Information	
Campaign Name	Orange County Marketing Co Op Q2 2024 - DMO - City of Irvine HID Program
IO #	466120
IO Date	March 6, 2024
Revision #	2
Bill To	Client
Expedia Business Development Manager	Morrison, Josh
Email	jomorrison@expediagroup.com
Expedia Account Manager	Asuncion, Kirsten
Email	kasuncion@expediagroup.com
Campaign Instructions	

Campaign Overview		
Currency: USD		
Site	Impressions	Net Value
Co-Op	-	25,000.00
Totals (excluding tax)	-	25,000.00

Advertiser/Agency Contact Information	
Advertiser	City of Irvine HID Program
Address	1 Civic Center Plaza, Irvine, California United States 92606
Contact	Bond, Misty
Email	mbond@cityofirvine.org
Phone	7143300331
Agency	N/A
Address	
Contact	
Email	
Phone	

Recipient of the Services and Party Responsible for Payment	
Billing Contact Name	Bond, Misty
Billing Entity Name	City of Irvine HID Program
Legal Entity Name	City of Irvine
VAT/GST ID	
Local Tax ID	
Expedia Customer ID #	4616832
Address	1 Civic Center Plaza, Irvine, California United States 92606
Email	mbond@cityofirvine.org
Phone	7143300331
Payment Method	Direct Bill
Billing Terms	Bill at Campaign Start
Third Party Ad Server	
Payment Terms	Due Net 30 Days
Invoice Note Request	
Special Bill Instructions	
Additional Emails	isubmittal@cityofirvine.org

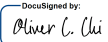


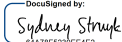
Line Item #	Site	Placement	Targeting	Size	Start Date	End Date	Impressions	Gross Rate	Net Rate	Gross Value	Net Value
001	Co-Op	Co-Op   Tier 2   Featured   Participant	Even	Non Standard Media	April 1, 2024	June 30, 2024	-	25,000.00	25,000.00	25,000.00	25,000.00
Total:										25,000.00	25,000.00



Terms and Conditions

- 1 Travelscape, LLC (doing business as "Expedia Group Media Solutions") is the provider of advertising services under this Insertion Order.
- 2 The parties agree that the recipient of the services provided by Expedia Group Media Solutions is the entity specified in the "Customer/Bill To" field in this Insertion Order.
- 3 In the event that this Insertion Order is executed by a network or an advertising agency, then the terms and conditions of the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, shall apply and be incorporated herein: <https://advertising.expedia.com/tools/termsconditions/>
- 4 In the event that this Insertion Order is executed by an advertiser, then the Direct Advertiser Standard Terms and Conditions at <https://advertising.expedia.com/tools/termsconditions/> shall apply. Such terms are based upon the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.
- 5 In the event of any conflict between the terms of this insertion order and the Standard Terms and Conditions incorporated by reference herein, as applicable, the terms of this insertion order shall apply.
- 6 Subject to 7. below, all Insertion Orders executed in North America, Central America, South America and the Asia-Pacific (APAC) Region will be governed by the laws of the State of Washington. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the Insertion Order (including these Terms) will be brought solely in Washington Courts, and the parties consent to the jurisdiction of such courts.
- 7 If the Insertion Order is executed in Australia and these Terms constitute a consumer contract or a small business contract under the Australian Consumer Law, then all Insertion Orders will be governed by the laws of the State of New South Wales, Australia, and Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the Insertion Order (including these Terms) will be brought solely in New South Wales Courts, and the parties consent to the jurisdiction of such courts.
- 8 All Insertion Orders executed in EMEA (Europe, Middle East and Africa) Region will be governed by the laws of England and Wales. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the Insertion Order (including these Terms) will be brought solely in English Courts, and the parties consent to the jurisdiction of such
- 9 A signed insertion order secures your impressions on a first come, first served basis. Actual availability is subject to change.
- 10 Complete technical specifications are available on request.
- 11 Emails are sold by quantity sent, not by impressions.
- 12 All creative units link within the Expedia Marketplace unless otherwise noted.
- 13 Payment by Marketing Funds: Any amounts owed by Advertiser to Expedia Group Media Solutions for media placement approved by Expedia may be credited against any available marketing fund provided pursuant to a separate agreement between Advertiser and Expedia Group Media Solutions or its Affiliates ("Marketing Fund"). Advertising placed by an Agency on behalf of an Advertiser shall not qualify for credit against any Marketing Fund. Any remaining amounts shall be invoiced to Advertiser paid as provided in this Insertion Order and/or the applicable standard terms and conditions.
- 14 Pixel Placement. If Advertiser or Agency is permitted to collect any information from users of any website of Media Company through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Advertiser shall provide Media Company with prior written notice of all information collected by the Advertiser Tag, (b) Advertiser shall not, without Media Company's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the Ads under this IO including but not limited to the delivery of ads for third parties; or (ii) share any information collected through the Advertiser Tags with any third party, and (c) Media Company may remove Advertiser Tags at any time in its sole discretion.
- 15 Payments shall be paid to Expedia Group Media Solutions in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees, levy or withholdings of any kind required by applicable law. In the event that the Advertiser is required to make such a deduction or withholding, in no event shall the amount paid to Expedia Group Media Solutions in connection with this Agreement be less than the amounts that Expedia Group Media Solutions would have received absent such deduction or withholding.
- 16 Transaction Taxes. All amounts payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes. Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Agreement shall in each case be paid by Advertiser to Publisher or to the Governmental Authorities as required by applicable law, unless Advertiser provides Publisher any and all documents required by applicable law to qualify for an exception or exemption from the imposition of Transaction Taxes (e.g., exemption certificates). Where permitted by law, Publisher, in its sole discretion, shall invoice Advertiser for any Transaction Taxes payable to Publisher and may elect to invoice Advertiser for such Transaction Taxes subsequent to the performance of services.
- 17 Except for recipients established or receiving services in the United States, the recipient of the services should confirm if they are registered for Transaction Taxes in the country where they are established or registered (or the country from which they are receiving these services) in advance of executing the Insertion Order.
- 18 Where the Insertion Order is executed with a recipient of the services that is not registered for Value Added Tax ("VAT") or Good and Services Tax ("GST"), if applicable, in the country where it is purchasing the service, the Publisher may charge VAT or GST on the services provided.
- 19 **Payment Method Definition**
- a. Direct Bill: Campaign billed directly to Customer based upon the subsequent Billing Term selected. Please see below for Billing Term details.
- b. Marketing Fund: Campaign billed monthly based on delivered impressions from Expedia Google Ad Manager (GAM) Ad Server. The monthly delivered amounts will be deducted from the Customer's Marketing Fund account. Customer will not receive any invoice for the campaign.
- c. Intercompany: Campaign sold to an Expedia subsidiary and billed monthly based on delivered impressions from Expedia GAM Ad Server via intercompany process. Expedia subsidiary will not receive any invoice for the campaign.
- 20 **Billing Term Definition**
- a. Delivery Lifetime Cap - Customer to be billed monthly based on delivered impressions from Expedia Google Ad Manager (GAM) Ad Server or based on delivered impressions from 3rd party Ad Server system. Customer must provide access to the 3rd party Ad Server or provide weekly and monthly reports. If Customer fails to provide access or weekly and monthly reports within 30 days of the end of the month, billing will be based on Publisher's ad server delivery counts.
- b. Bill at Campaign Start: Customer to be billed for the full IO net value in the first month of the campaign, based upon the campaign start date. Delivery will not impact invoice amounts.
- c. Immediate at Contracted - Customer to be billed for the full IO net value upon mutual sign-off of the campaign, based upon contract signed date. Delivery will not impact invoice amounts.
- d. Bill at Campaign End- Customer to be billed for the full IO net value in the last month of the campaign. The campaign cannot extend longer than the 3 months.
- e. Special Bill - Billing terms that do not fall under other available bill terms. IO require additional approval levels.
- All ads served from Expedia Google Ad Manager (GAM) are based upon Pacific Timezone (PT).

Customer	
<div><div>DocuSigned by:</div><div></div><div>DocuSign Envelope ID: [redacted]</div></div>	
By (Signature)	OLIVER CHI
Name (Print)	CITY MANAGER
Title	
Date	03/07/2024

Expedia Group Media Solutions	
<div><div>DocuSigned by:</div><div></div><div>DocuSign Envelope ID: [redacted]</div></div>	
By (Signature)	SYDNEY STRUYK
Name (Print)	SR REVENUE OPERATIONS ANALYST
Title	
Date	03/07/2024

ATTEST:

By:  3/8/2024  
DocuSigned by:  
-0FCAD91F02E547D...

Carl Petersen, City Clerk

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

By:  3/8/2024  
DocuSigned by:  
-DABE868180C48B...

Jeffrey Melching, City Attorney