

Campaign Information						
Campaign Name	VCA Irvine Jul-Sept 2024 Campaign					
IO #	503078					
IO Date	May 9, 2024					
Revision #	5					
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 Overvi	ew
Currency: USD		
Site	Impressions	Net Value
Expedia US	871,377	31,499.98
Passport Ads	2,000,000	10,000.00
Hotels.com US	337,543	8,500.02
Totals (excluding tax)	3,208,920	50,000.00

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								

Standard Advertising Insertion Order

Recipient of the Service	es 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	Delivery Lifetime Cap (Cash)
Third Party Ad Server	
Payment Terms	Due Net 30 Days
Invoice Note Request	
Special Bill Instructions	
Additional Emails	isubmittal@cityofirvine.org

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Line Item #	Site	Placement	Targeting	Size	Start Date	End Date	Billing Category	Impressions	Units	Gross Rate	Net Rate	Rate Type	Gross Value	Net Value
001	Expedia US	Expedia.US_EN Social Media Social Integration Package (SIP) 1 Day	Even	Non Standard Media	September 17, 2024	September 17, 2024	Paid For	1	0	6,875.00	6,875.00	Flat Rate	6,875.00	6,875.00
002	Passport Ads	Passport Awareness Display Standard	Even AND	Display (728x90, 160x600, 300x250, 300x600, 320x50)	September 1, 2024	September 30, 2024	Paid For	2,000,000	0	5.00	5.00	СРМ	10,000.00	10,000.00
			[DV360 Country=United States] AND											
			Passportads Shoppers Dest of Orange County, CA - POI 90 - (7370896294), PassportAds Shoppers Dest of Southern California 90 - (895228366)											
020	Expedia US	ExpediaPlus.US_EN Home Page Search Native Marquee Card - Mobile App	Frontloaded AND	760x428 (Mobile App)	July 1, 2024	September 30, 2024	Paid For	89,285	0	28.00	28.00	СРМ	2,499.98	2,499.98
			Destination City is: Irvine, California, USA OR											
			Previous Destination City is: Irvine, California, USA											
021	Expedia US	ExpediaPlus.US_EN Hotels Infosite/Details Right 1	Frontioaded AND	160x600	July 1, 2024	September 30, 2024	Paid For	30,000	0	40.00	40.00	СРМ	1,200.00	1,200.00
			Destination City is: Irvine, California, USA OR											
			Previous Destination City is: Irvine, California, USA											
023	Expedia US	ExpediaPlus.US_EN Flights Results Right 1	Frontloaded AND Destination City is any of: [Irvine, California,	160x600	July 1, 2024	September 30, 2024	Paid For	97,222	0	36.00	36.00	СРМ	3,499.99	3,499.99
			USA;Orange County California USA) OR Previous Destination City is any of: (Irvine,											
024	Expedia US	ExpediaPlus.US_EN Flights	California, USA;Orange County California USA) Frontloaded	970x90, 728x90,	July 1 2024	September 30, 2024	Paid For	100,000	0	20.00	20.00	CPM	2,000.00	2,000.00
		Search + Results + Infosite/Details Center Inline Bundle		468x60, 300x250				133,233	-				_,,,,,,,	_,,,,,,,,
			USA;Orange County California USA) OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
025	Expedia US	ExpediaPlus.US_EN Hotels Infosite/Details Right 1	Frontloaded AND	160x600	July 1, 2024	September 30, 2024	Paid For	105,263	0	38.00	38.00	СРМ	3,999.99	3,999.99
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											

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026	Expedia US	Expedia.US_EN Flights	Frontloaded	160x600	July 1, 2024	September 30, 2024	Paid For	111,111	0	18.00	18.00	СРМ	2,000.00	2,000.00
		Results Right 2	AND											
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
027	Expedia US	Expedia.US_EN Hotels Infosite/Details Right 2	Frontloaded	160x600	July 1, 2024	September 30, 2024	Paid For	125,000	0	20.00	20.00	СРМ	2,500.00	2,500.00
		mosney bordins Right 2	AND											
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
028	Expedia US	ExpediaPlus.US_EN Vacation		160x600	July 1, 2024	September 30, 2024	Paid For	52,632	0	38.00	38.00	СРМ	2,000.02	2,000.02
		Packages Results Right 1	AND											
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
029	Expedia US	ExpediaPlus.US_EN Hotels	Frontloaded	970x90, 728x90,	July 1, 2024	September 30, 2024	Paid For	95,238	0	21.00	21.00	СРМ	2,000.00	2,000.00
		Search + Results + Infosite/Details Center Inline Bundle	AND	468x60, 300x250										
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
030	Expedia US	ExpediaPlus.US_EN Hotels Results Right 1	Frontloaded	160x600	July 1, 2024	September 30, 2024	Paid For	35,625	0	40.00	40.00	СРМ	1,425.00	1,425.00
		Resolis Nigrii 1	AND											
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
031	Expedia US	ExpediaPlus.US_EN Hotels	Frontloaded	480x270	July 1, 2024	September 30, 2024	Paid For	30,000	0	50.00	50.00	СРМ	1,500.00	1,500.00
		Results Destination Experience Gallery	AND										·	
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											

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032	Hotels.com US	Hotels.US_EN Home Page	Frontloaded	760x428 (Mobile	July 1, 2024	September 30, 2024	Paid For	157,895	0	19.00	19.00	СРМ	3,000.01	3,000.00
		Search Native Marquee Card - Mobile App	AND	App)										
			Destination City is any of: (Irvine, California, USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine, California, USA;Orange County California USA)											
033	Hotels.com US	Hotels.US_EN Hotels	Frontloaded	160x600	July 1, 2024	September 30, 2024	Paid For	52,632	0	38.00	38.00	СРМ	2,000.02	2,000.02
		Infosite/Details Right 1	AND											
			Destination City is any of: (Irvine, California,											
			USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine,											
034	Hotels.com US	Hotels.US_EN Hotels	California, USA;Orange County California USA) Frontloaded	160x600	July 1 2024	September 30, 2024	Paid For	64,516	0	31.00	31.00	СРМ	2,000.00	2,000.00
054	noicis.com os	Infosite/Details Right 2	AND	100,000	July 1, 2024	3cpicilibei 30, 2024	TalaTol	04,510	ŏ	31.00	31.00	CIM	2,000.00	2,000.00
			Destination City is any of: (Irvine, California,											
			USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine,											
			California, USA; Orange County California USA)											
035	Hotels.com US	Hotels.US_EN Hotels Infosite/Details + Results	Frontloaded	728x90, 468x60, 300x250	July 1, 2024	September 30, 2024	Paid For	62,500	0	24.00	24.00	СРМ	1,500.00	1,500.00
		Center Inline Banner Bundle	AND	000,1200										
			Destination City is any of: (Irvine, California,											
			USA;Orange County California USA)											
			OR											
			Previous Destination City is any of: (Irvine,											
			California, USA;Orange County California USA)											
												Total:	50,000.00	50,000.00

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Terms and Condition

- 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 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
- 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 courts.
- 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 Marketling Funds: Any amounts owed by Advertiser to Expedia Group Media Solutions or its Affiliates ("Marketling 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 with prior written notice of all information collected by the Advertiser Tag") then (a) 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 Adsunder this 10 including but not limited to the delivery of ads for third parties; or (iii) 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
- 1.5 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 or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of and without any deduction or set-off, and exclusive of an exclus 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 available or deemed to be payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes imposed on the services or otherwise arisina from the transactions of the payable or deemed to be payable by Advertiser to Publisher or to the Governmental Authorities as required by applicable law, unless Advertiser to Publisher and I appl 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 (e.g., exemption certificates).
- 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 Expedia Google Ad Manager (GAM) and 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).

— DocuSigned by:						
TZOMONFEEENAZ_						
By (Signature)						
Melissa Haley						
Name (Print)						
Director Of Communications and Engagement						
Title 5/16/2024						
Date						

	Expedia Group Media Solutions
1 .	signed by: ruy Struyk
By	Sydney Struyk
Name	e (Print)
Title	5/16/2024
Date	

21468

ATTEST:

By: Occasioned by:

Name: Carl Petersen

Title: City Clerk

5/16/2024

Date:

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

By: Uffry Milding

Name: Jeffrey Melching

Title: City Attorney

5/16/2024

Date: