expedia group
advertising

# CO-OP CAMPAIGN INSERTION ORDER

| Campaign Information | |
|---|---|
| Campaign Name | Co-Op - Come for Soccer. Stay for SoCal. - City of Irvine HID Program NEW |
| IO # | 629769 |
| IO Date | April 13, 2026 |
| Revision # | 16 |
| Bill To | Client |
| Expedia Business Development Manager | Morrison, Josh |
| Email | jomorrison@expediagroup.com |
| Expedia Client Success Manager | Cremo, Olivia |
| Email | ocremo@expediagroup.com |
| Campaign Instructions | |

| Campaign Overview | | |
|---|---|---|
| **Currency: USD** | | |
| **Site** | **Impressions** | **Net Value** |
| Co-Op | - | 75,000.00 |
| | | |
| Totals (excluding tax) | - | **75,000.00** |

| 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 | Est. Imp. 2M. US, CA, MX POS. Target: soccer audience+CA searchers |
| Special Bill Instructions | |
| Additional Emails | isubmittal@cityofirvine.org |

expedia group
advertising

| Line Item # | Site | Placement | Targeting | Size | Start Date | End Date | Impressions | Gross Rate | Net Rate | Rate Type | Gross Value | Net Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | Co-Op | Co-Op \| Tier 2 \| Featured \| Participant | | Non Standard Media | April 15, 2026 | July 31, 2026 | - | 75,000.00 | 75,000.00 | Flat Rate | 75,000.00 | 75,000.00 |
| | | | | | | | | | | Total: | 75,000.00 | 75,000.00 |

expedia group
advertising

**Terms and Conditions**

1 Travelscape, LLC dba Expedia Group Advertising ("Expedia") is the provider of advertising services under this Insertion Order.

2 The parties agree that the recipient of the services provided by Expedia is the entity specified in the "Recipient of Services and Party Responsible for Payment" field in this Insertion Order ("Customer").

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://partner.expediagroup.com/en-us/partner-support/website-terms-of-use. Section 1. c) shall now read as "Revisions to Accepted Insertion Orders will be made in writing."

4 In the event that this Insertion Order is executed by an advertiser, then the Direct Advertiser Standard Terms and Conditions at https://partner.expediagroup.com/en-us/partner-support/website-terms-of-use 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 (collectively, with the terms referenced in Section 3 above, the "Standard Terms and Conditions". Section 1. c) shall now read as "Revisions to Accepted Insertion Orders will be made in writing."

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 This Insertion Order is governed by the laws of the State of California. The parties agree that any claims, legal proceedings, or litigation arising in connection with this Insertion Order will be brought solely in Orange County, CA and the parties consent to the jurisdiction of such courts.

7 Australia. If this Insertion Order is executed in Australia and the terms included herein, including the Standard Terms and Conditions, constitute a consumer contract or a small business contract under the Australian Consumer Law, then this Insertion Order will be governed by the laws of the State of New South Wales, Australia, and Expedia and Customer agree that any claims, legal proceedings, or litigation arising in connection with this Insertion Order (including the Standard Terms an Conditions) will be brought solely in New South Wales Courts, and the parties consent to the jurisdiction of such courts.

8 EMEA. All Insertion Orders executed in the EMEA (Europe, Middle East and Africa) region will be governed by the laws of England and Wales. Expedia and Customer agree that any claims, legal proceedings, or litigation arising in connection with this Insertion Order (including the Standard Terms and Conditions) will be brought solely in English Courts, and the parties consent to the jurisdiction of such courts.

9 A signed insertion order secures Customer's 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 Customerto Expedia for media placement approved by Expedia may be credited against any available marketing fund provided pursuant to a separate agreement between Customer and Expedia or its affiliates ("Marketing Fund"). Advertising placed by an advertising agency on behalf of Customer shall not qualify for credit against any Marketing Fund. Any remaining amounts shall be invoiced to Customer to be paid in accordance with this Insertion Order and/or the applicable Standard Terms and Conditions.

14 Pixel Placement. If Customer or Agency is permitted to collect any information from users of any website of Expediay through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Customer shall provide Expedia with prior written notice of all information collected by the Advertiser Tag, (b) Customer shall not, without Expedia's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the Ads under this Insertion Order 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) Expedia may remove Advertiser Tags at any time in its sole discretion.

15 Payments shall be paid to Expedia 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 Customer is required to make such a deduction or withholding, in no event shall the amount paid to Expedia in connection with this Insertion Order be less than the amounts that Expedia would have received absent such deduction or withholding.

16 Transaction Taxes. All amounts payable or deemed to be payable by Customer to Expedia shall be exclusive of any Transaction Taxes (as defined in the applicable Standard Terms and Conditions). Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Insertion Order shall in each case be paid by Customer to Expedia or to the Governmental Authorities as required by applicable law, unless Customer provides Expedia 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, Expedia, in its sole discretion, shall invoice Customer for any Transaction Taxes payable to Expedia and may elect to invoice Customer for such Transaction Taxes subsequent to the performance of services.

17 Except for Customers established or receiving services in the United States, the Customer 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 Except for Customers purchasing services in the United States, if the Customer is established or resident in Australia or New Zealand, the Insertion Order may only be executed if the Customer is registered for Value Added Tax ("VAT") or Good and Services Tax ("GST") in the country where it is purchasing the services.

19 If Customer is not registered for Value Added Tax ("VAT") or Good and Services Tax ("GST"), if applicable, in the country where Customer is purchasing the service, Expedia may charge VAT or GST on the services provided.

20 **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's Ad Server system(s). 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's Ad Server system(s) via intercompany process. Expedia subsidiary will not receive any invoice for the campaign

21 **Billing Term Definition**
a. Delivery Lifetime Cap - Customer to be billed monthly based on delivered impressions from Expedia's ad server system(s) 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 thirty (30) days of the end of the month, billing will be based on Expedia's ad server system(s) delivery counts.
b. Bill at Campaign Start: Customer to be billed for the full Insertion Order 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 Insertion Order 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 Insertion Order net value in the last month of the campaign. In the event of material underdelivery of contracted impressions, as reasonably determined by Expedia, billing will reflect the amount delivered. The campaign cannot extend longer than three (3) months.
e. Special Bill - Billing terms that do not fall under other available bill terms. Insertion Orders require additional approval levels.

22 Party Responsible for Payment. For purposes of clarification, the party referenced in the "Bill To" line item in the Insertion Order (whether "Client" or "Agency") refers to Customer, which is bound by the terms herein, including the Standard Terms and Conditions.

23 Ads served through Expedia's ad server system(s) may operate on either Pacific Time (PT) or Coordinated Universal Time (UTC).

24 If this Insertion Order includes a Promotional OneKey Cash™ Campaign or any other promotional OneKey™ product offering, then the Promotional OneKey Cash terms and conditions, located at https://partner.expediagroup.com/en-us/partner-support/website-terms-of-use shall apply.

25 The parties agree that no personal data shall be processed in connection with this Insertion Order. If the Customer comes into possession of any personal data as part of the Services provided hereunder or if personal data is shared inadvertently between the parties, the relevant party agrees that it shall (a) alert the other party immediately upon becoming aware of such sharing or possession whether it is the sender or the receiver; (b) as the receiving party, delete it immediately upon becoming so aware of such possession or sharing and ensure that it is not further processed; and (c) the parties shall cooperate to remediate the impact of any processing that has taken place before either party became aware of the inadvertent sharing or possession. A material breach of this Section shall be deemed to be a material breach of this Insertion Order.

| CITY OF IRVINE | Expedia Group Advertising |
|---|---|
| DocuSigned by: | Signed by: |
| 72D40AFEBEB14A2... | D07D029D1B96474... |
| By *(Signature)* | By *(Signature)* |
| Melissa Haley | Rahim Rehmat |
| Name *(Print)* | Name *(Print)* |
| Director of Communications & Engagement | Director, Sales Operations |
| Title | Title |
| 4/16/2026 | 4/16/2026 |
| Date | Date |

Attest:

By: Signed by: 0FCAD91F02E547D...

Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

BY: DocuSigned by: DABE8686180C4BB...

Jeffrey Melching

STANDARD TERMS AND CONDITIONS FOR INTERNET

ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS

*(Direct Advertiser Buys)*

These Standard Terms and Conditions are based upon the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, modified to cover purchases of Internet advertising made directly by an Advertiser from Publisher. This document, when incorporated into an insertion order, represents the parties' common understanding for doing business. This document may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, but may be used as the basis for the media components of such contracts. This document is not meant to cover the relationship between Publisher and a network or Publisher and an advertising agency.

## DEFINITIONS

**"Ad"** means any advertisement provided by Advertiser.

**"Advertiser"** means the advertiser 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.

**"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 Publisher (e.g., impressions, clicks, or other desired actions).

**"Frontloaded"** means delivering a higher share of impressions in the first half of the campaign, which creates strong initial ad attention and awareness. The remaining share of impressions is paced in a descending trend through the end of the campaign flight.

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

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

**"Network Properties"** means websites specified on an IO that are not owned, operated, or controlled by Publisher, but on which Publisher 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 Publisher' 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.

**"Publisher"** means Travelscape LLC doing business as Expedia Group Advertising.

**"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 Publisher Properties and Network Properties.

"**Tax" or "Taxes**" means any and all federal, national, state, local, provincial and other taxes, imposts, duties, levies, assessments and other similar governmental charges and fees imposed by any Governmental Authority, of any nature whatsoever, together with all interest, penalties, and additions imposed with respect to such amounts.

**"Terms"** means these Standard Terms and Conditions based upon the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, modified to cover purchases of Internet advertising made directly by an Advertiser from Publisher.

**"Third Party"** means an entity or person that is not a party to an IO; for purposes of clarity, Publisher, 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.

"**Transaction Taxes**" means any sales, use, excise, value added, goods and services, consumption, or any similar Tax, charge, fee, duty, assessment or levy of any kind imposed by any Governmental Authority, including gross receipts Taxes that can be passed through to the consumer under applicable law and that are invoiced Travelscape, LLC d/b/a Expedia Group Advertising to Company; provided, however, Transaction Taxes excludes gross receipts Taxes that cannot be passed through to the consumer under applicable law (including, but not limited to, the business and occupation Taxes imposed by the State of Washington or any locality thereof.

## I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. From time to time, Publisher and Advertiser may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

b. Availability; Acceptance. Publisher will make commercially reasonable efforts to notify Advertiser within two (2) business days of receipt of an IO signed by Advertiser if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of

(i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail
communication) approval of the IO by Publisher and Advertiser, or (ii) the display of the first Ad impression by Publisher, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Publisher and Advertiser.

c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

## II. AD PLACEMENT AND POSITIONING

a. Compliance with IO. The Publisher will comply with the Insertion Order (IO), including all Ad placement restrictions, unless unable to do so pursuant to Sections IX(b) and IX(c). Additionally, except as set forth in Section VI(c) or otherwise noted, the Publisher will create a **frontloaded** delivery schedule. The delivery schedule for any particular IO/campaign may be amended by agreement of the parties.

Publisher will provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Advertiser in writing.

b. Changes to Site. Publisher will use commercially reasonable efforts to provide Advertiser at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Advertiser's sole remedy for such change, Advertiser may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Publisher has failed to provide such notification, Advertiser may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

c. Technical Specifications. Publisher will submit or otherwise make electronically accessible to Advertiser final technical specifications within two (2) business days of the acceptance of an IO. Changes by Publisher to the specifications of already-purchased Ads after that two (2) business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time
(without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised
Advertising Materials; (ii) request that Publisher resize the Ad at Publisher' cost, and with final creative approval of Advertiser, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.

d. Editorial Adjacencies. Publisher acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO (**"Editorial Adjacency Guidelines"**). Publisher will use commercially reasonable efforts to

comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Publisher Properties, although Publisher will at all times retain editorial control over the Publisher Properties. For Ads shown on Network Properties, Publisher and Advertiser agree that Publisher' sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Advertiser with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Publisher remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Advertiser and Publisher will negotiate an alternate solution. After Advertiser notifies Publisher that specific Ads are in violation of the Editorial Adjacency Guidelines, Publisher will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Advertiser and Publisher will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Advertiser acknowledges and agrees that Advertiser will not be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Publisher will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's sole remedy for Publisher' breach of such obligation will be to submit written complaints to Expedia Group Advertising, which will review such complaints and remove user-generated content that Publisher, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

## III. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice will be sent by Publisher upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Advertiser's billing address as set forth on the IO and will include information reasonably specified by Advertiser, such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables.

Upon request from Advertiser, Publisher will provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these

Terms, subject to the notice and cure provisions of Section IV. Publisher will invoice Advertiser for the services provided on a calendar-month basis based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

b. Payment Date. Advertiser will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO.

If Advertiser's credit is or becomes impaired, Publisher may require payment in advance.

c. Transaction Taxes. All amounts payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes. Any and all 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

d. Withholding Tax. The Compensation shall be paid to Publisher 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, levies or withholdings of any kind required by applicable law. If Advertiser is required to make such a deduction or withholding, in no event shall the amount paid to Publisher in connection with this Agreement be less than the amounts that Publisher would have received absent such deduction or withholding.

## IV. REPORTING

a. Confirmation of Campaign Initiation. Publisher will, within two (2) business days of the start date on the IO, provide confirmation to Advertiser, either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Publisher Reporting. If Publisher is serving the campaign, Publisher will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (e.g., keywords).

Once Publisher has provided the online or electronic report, it agrees that Advertiser is entitled to reasonably rely on it, subject to provision of Publisher' invoice for such period.

c. Makegoods for Reporting Failure. If Publisher fails to deliver an accurate and complete report by the time specified, Advertiser may initiate makegood discussions pursuant to Section VI, below.

If Advertiser informs Publisher that Publisher has delivered an incomplete or inaccurate report, or no report at all, Publisher will cure such failure within five (5) business days of receipt of such

notice. Failure to cure may result in nonpayment for all activity for which data is incomplete or missing until Publisher delivers reasonable evidence of performance; such report will be delivered within 30 days of Publisher' knowledge of such failure or, absent such knowledge, within 180 days of delivery of all Deliverables.

## V. CANCELLATION AND TERMINATION

a. Without Cause by Advertiser. Unless designated on the IO as non-cancellable, Advertiser may cancel the entire IO, or any portion thereof, as follows:

i. With 14 days' prior written notice to Publisher, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables.

ii. With seven (7) days' prior written notice to Publisher, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.

iii. With 30 days' prior written notice to Publisher, without penalty, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time-based or share-of-voice buys, and some types of cancelable sponsorships.

iv. Advertiser will remain liable to Publisher for amounts due for any custom content or development (**"Custom Material"**) provided to Advertiser or completed by Publisher or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Publisher will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.

b. Without Cause by Publisher. Unless designated on the IO as non-cancelable, the Publisher may cancel the entire IO, or any portion thereof, as follows:

i. With fourteen (14) days' prior written notice to Advertiser, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables.

ii. With seven (7) days' prior written notice to Advertiser, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.

iii. With 30 days' prior written notice to Advertiser, without penalty, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time- based or share-of-voice buys, and some types of cancellable sponsorships.

c. For Cause. Either Publisher or Advertiser may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Advertiser) and receives timely notice of each such breach, even if Advertiser cures such breaches, then Publisher may terminate the IO or placements associated with such breach upon written notice. If Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Publisher to Advertiser, then Publisher may terminate the IO and/or placements associated with such breach upon written notice.

d. Short Rates. Short rates will apply to cancelled buys to the degree stated on the IO.

## VI. MAKEGOODS

a. Notification of Under-delivery. Publisher will monitor delivery of the Ads, and will notify Advertiser either electronically or in writing as soon as possible (and no later than 14 days before the applicable IO end date unless the length of the campaign is less than 14 days) if Publisher believes that an under-delivery is likely. In the case of a probable or actual under-delivery, Advertiser and Publisher may arrange for a makegood consistent with these Terms.

b. Makegood Procedure. If actual Deliverables for any campaign fall below guaranteed levels, as set forth on the IO, and/or if there is an omission of any Ad (placement or creative unit), Advertiser and Publisher will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, Advertiser may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If Advertiser has made a cash prepayment to Publisher, specifically for the campaign IO for which under-delivery applies, then, if Advertiser is reasonably current on all amounts owed to Publisher under any other agreement for such Advertiser, Advertiser may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will Publisher provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Advertiser.

c. Unguaranteed Deliverables. If an IO contains CPA Deliverables, CPL Deliverables, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available.

## VII. BONUS IMPRESSIONS

a. With Third Party Ad Server. Where Advertiser uses a Third Party Ad Server, Publisher will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Advertiser. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Advertiser will not be charged by Publisher for any additional Deliverables above

any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and Advertiser notifies Publisher that the guaranteed or capped levels stated on the IO have been reached, Publisher will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Publisher may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with over delivery by more than 10% above such guaranteed or capped levels.

b. No Third Party Ad Server. Where Advertiser does not use a Third Party Ad Server, Publisher may bonus as many ad units as Publisher chooses unless otherwise indicated on the IO. Advertiser will not be charged by Publisher for any additional Deliverables above any level guaranteed on the IO.

## VIII. FORCE MAJEURE

a. Generally. Excluding payment obligations, neither Advertiser nor Publisher will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes (**"Force Majeure event"**). If Publisher suffers such a delay or default, Publisher will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Advertiser, Publisher will allow Advertiser a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Advertiser will have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. If Advertiser's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Publisher, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. Cancellation. If a Force Majeure event has continued for five (5) business days, Publisher and/or Advertiser has the right to cancel the remainder of the IO without penalty.

## IX. AD MATERIALS

a. Submission. Advertiser will submit Advertising Materials pursuant to Section II(c) in accordance with Publisher' then-existing Policies. Publisher' sole remedies for a breach of this provision are set forth in Section V(c), above, Sections IX (d) and (e), below, and Sections X (b), below.

b. Late Creative. If Advertising Materials are not received by the IO start date, or if there is any delay by the Advertiser that causes the Publisher to be unable to provide the Deliverables beginning on the IO start date, Publisher may begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Publisher is not required to guarantee full delivery of the IO. Publisher and Advertiser will negotiate a resolution if Publisher has received all required Advertising Materials in accordance with Section IX(a) but fails to commence a campaign on the IO start date.

c. Paused Creative. If Advertiser requests to pause a campaign at any point during the term of the IO, then any remaining Deliverables, including Ad inventory, placement, and positioning, are subject to change or cancellation based upon availability at the time of resumption of the IO campaign, in Publisher's sole discretion. Publisher will monitor the delivery of the Ads, and will notify Advertiser either electronically or in writing as soon as possible if Publisher believes that any such change or cancellation may occur, or if under-delivery is likely, and the parties agree that such event will be handled in accordance with Section VI.

d. Compliance. Publisher reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Publisher' sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Publisher reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Publisher or any of its Affiliates (as defined below), provided that if Publisher has reviewed and approved such Ads prior to their use on the Site, Publisher will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.

e. Damaged Creative. If Advertising Materials provided by Advertiser are damaged, not to Publisher' specifications, or otherwise unacceptable, Publisher will use commercially reasonable efforts to notify Advertiser within two (2) business days of its receipt of such Advertising Materials.

f. No Modification. Publisher will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Advertiser's approval. Publisher will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.

g. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.

h. Trademark Usage. Publisher, on the one hand, and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

## X. INDEMNIFICATION

a. By Publisher. Publisher will defend, indemnify, and hold harmless Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including

reasonable attorneys' fees) (collectively, **"Losses"**) resulting from any claim, judgment, or proceeding (collectively, **"Claims"**) brought by a Third Party and resulting from (i) Publisher' alleged breach of Section XII or of Publisher' representations and warranties in Section XIV(a), (ii) Publisher' display or delivery of any Ad in breach of Section II(a) or Section IX(f), or (iii) Advertising Materials provided by Publisher for an Ad (and not by Advertiser, and/or each of its Affiliates and/or Representatives) (**"Publisher Advertising Materials"**) that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Publisher will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Publisher' customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Publisher' serving such Ad in breach of such targeting.

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Publisher and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of Section XII or of Advertiser's representations and warranties in Section XIV(a), (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Advertiser at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Publisher in accordance with these Terms or an IO.

c. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

## XI. LIMITATION OF LIABILITY

Excluding Advertiser's, and Publisher' respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Advertiser or Publisher , in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

## 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 third party 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:

i. User Volunteered Data: Personally identifiable information collected from individual users by Publisher during the delivery of an Ad pursuant to the IO. This collection is only permissible when it is expressly disclosed to individual users that it is solely on behalf of the Advertiser.
ii. IO Details: Details set forth on the IO, but only when expressly associated with the applicable Discloser. This includes, but is not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.
iii. Performance Data: Data regarding a campaign gathered during the delivery of an Ad pursuant to the IO. This may include the number of impressions, interactions, and header information, excluding Site Data or IO Details.
iv. Site Data: Any data that is: (A) Preexisting Publisher data used by Publisher pursuant to the IO. (B) Gathered pursuant to the IO during the delivery of an Ad that identifies or allows identification of Publisher, Publisher's Site, brand, content, context, or users as such. (C) Entered by users on any Publisher Site other than User Volunteered Data.
v. Collected Data: Comprises IO Details, Performance Data, and Site Data.
vi. Repurposing: Refers to retargeting a user or appending data to a non-public profile regarding a user for purposes other than the performance of the IO.
vii. Aggregated: In this context, it means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers. This form precludes the identification, directly or indirectly, of an Advertiser.

d. Use of Collected Data.

i. Unless otherwise authorized by Publisher, Advertiser 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 Publisher or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).

ii. Unless otherwise authorized by Advertiser, Publisher 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.

iii. Advertiser and Publisher (each a **"Transferring Party"**) will require any Third Party or Affiliate 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.

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. Advertiser and Publisher will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Publisher, on the one hand, or Advertiser, 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. Advertiser and Publisher 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.

**XIII. THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)**

a. Ad Serving and Tracking. Publisher will track delivery through its ad server and, provided that Publisher has approved in writing a Third Party Ad Server to run on its properties, Advertiser will track delivery through such Third Party Ad Server. Advertiser may not substitute the specified Third Party Ad Server without Publisher' prior written consent.

b. Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (**"Controlling Measurement"**) will be determined as follows:

i. Except as specified in Section XIII(b)(iii), the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the **"IAB/AAAA Guidelines"**).

ii. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Publisher in an electronic form that is approved by Publisher; provided, however, that Publisher must

receive access to such interface in the timeframe set forth in Section XIII(c), below.

iii. If neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subparagraph (ii), above, cannot be met, the Controlling Measurement will be based on Publisher's ad server(s), unless otherwise agreed by Advertiser and Publisher in writing.

c. Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the parties or as specified in Section IV(b), above, in the case of Ads being served by Publisher. If both parties have tracked the campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs, in which case new access for each IO is not necessary.

d. Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Publisher and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Advertiser reserves the right to either:

i. Consider the discrepancy an under-delivery of the Deliverables as described in Section VI(b), whereupon the parties will act in accordance with that Section, including the requirement that Advertiser and Publisher make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third-Party Ad Server, or

ii. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

e. Measurement Methodology. Publisher will make reasonable efforts to publish, and Advertiser will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

Third Party Ad Server Malfunction. Where Advertiser is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Advertiser will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by Advertiser of a nonfunctioning Third Party Ad Server, Publisher will have 24 hours to suspend delivery. Following that period, Advertiser will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until Publisher is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and Advertiser has not provided written notification that Publisher can resume delivery under the IO, Advertiser will pay for the Ads that would have run, or are run, after the 72-hour period but for

the suspension, and can elect Publisher to serve Ads until the Third Party Ad Server is able to serve Ads. If Advertiser does not so elect for Publisher to serve the Ads until Third Party Ad Server is able to serve Ads, Publisher may use the inventory that would have been otherwise used for Publisher' own advertisements or advertisements provided by a Third Party.

g. Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, Publisher will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in Publisher owing a makegood to Advertiser.

## XIV. MISCELLANEOUS

a. Necessary Rights. Publisher represents and warrants that Publisher has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.

b. Assignment. Advertiser may not resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Publisher' prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

d. Changes to Standard Terms and Conditions. Publisher reserves the right to change these Standard Terms and Conditions at any time, at its sole discretion.

e. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of Washington Publisher and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Washington and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

f. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Publisher and Advertiser will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.

g. Survival. Sections III, VI, X, XI, XII, and XIV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party's Confidential Information

upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.

h. Headings. Section or paragraph headings used in these Terms are for reference purposes only and should not be used in the interpretation hereof.

i. The following section is related to targeting and audience selection for campaigns, to the extent applicable on the related Insertion Order:

i. Inventory Sources and Audience Selection: Publisher reserves the right to select inventory sources and audiences as a part of optimization and test & learn efforts for optimal campaign performance.

ii. Related specifically to Expedia's Reach and Reach+ products (hereinafter "Reach Product" or "Reach Products"):

a. Audience Performance Disclosure: Publisher will not disclose the performance of Reach Product audience segments unless mutually agreed upon in writing prior to setup.

b. Site List Disclosure: Publisher will not share a comprehensive site list for any Reach Product Campaign.

c. Audience Targeting Methods: Reach Product campaigns may use first party audiences and lookalike modeling for audience targeting as well as Google audiences to improve delivery.

d. PassportAds products may be migrated to Reach Products.