

Adap.tv Marketplace and Real-Time Bidding Agreement for Advertisers

This Adap.tv Marketplace Agreement, together with the Adap.tv General Terms and Conditions (the "General Terms") (collectively the "Agreement"), governs your access to and use of the Adap.tv products and services described below, and constitutes a binding legal agreement between Adap.tv and you. Your access to and use of these services are conditioned on your agreement to and compliance with the Agreement. By creating an account and accessing and/or using Adap.tv's services, you agree to be bound by the Agreement.

1. The Adap.tv Marketplace.

1.1 Adap.tv offers a marketplace for advertisements, and related software and services (collectively, the "Marketplace") through which publishers of video content ("Publishers") may specify one or more uniquely defined, named and described advertising opportunities ("Placements") and make each such opportunity available for advertisers and advertising agencies ("Advertisers") to purchase Placements for display of their advertisements ("Market Ad(s)"). Advertisers specify the parameters that define which Placements to target for delivering such Market Ads ("Ad Targeting"), as well as the maximum amount they are willing to pay (the "Bid") for display of the Market Ads (which may be presented to Publishers in the form of an insertion order or "IO"). Publishers specify the parameters that define which ads may be shown in each Placement ("Placement Restriction(s)"), as well as the minimum Market Price (defined below) they are willing to accept for ads in their Placement ("Reserve Price"). The Marketplace provides Advertisers with descriptions of Placements for Advertisers to preview and approve ("Placement Description(s)"), and provides Publishers with Market Ad campaigns for Publishers to preview and approve (manually or automatically).

1.2 For each ad opportunity associated with a particular Placement, the Marketplace determines a set of Market Ad campaigns that match the Placement according to the Ad Targeting and Placement Restrictions (the "Matching Ad(s)"). The Marketplace then uses an auction mechanism to select a particular Market Ad to display (the "Winning Ad") and to determine the price (the "Market Price") for displaying the Market Ad. The auction mechanism takes into consideration the winning Bid, the Bids of the other Matching Ads, and the Reserve Price set by the Publisher. The Market Price will never be greater than the winning Bid or less than the Reserve Price.

2. **Registration.** To access and participate in the Marketplace, you must complete the registration process and create an Adap.tv account ("Account") by providing current, complete and accurate information as prompted by the registration form. You are responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions, and you must promptly notify Adap.tv of any unauthorized use of your Account. Account registration is subject to Adap.tv's prior approval and your compliance with the Agreement. Adap.tv reserves the right to refuse registration for any reason.

3. Advertiser Activities in the Marketplace; License Grant & Restrictions.

3.1 As an Advertiser in the Marketplace, you can create Market Ad campaigns, configure your Ad Targeting and submit or modify Bids through our web-based console that provides set-up, administration, configuration, support and reporting features for your Account (the "Product Console"). For each of your Market Ad campaigns and bids in the Marketplace, you agree to provide accurate information, and you grant Adap.tv a limited, nonexclusive right and license to display your Market Ads in the Marketplace to be viewed by Publishers in accordance with the Ad Targeting defined by you.

3.2 Subject to the terms and conditions of the Agreement, Adap.tv grants you a limited, non-exclusive, non-transferable, revocable, fully paid-up license (without any right to sublicense) during the Term of the Agreement to use the Marketplace for your own internal use and solely for the purposes identified in the Agreement. In using the Marketplace, you may not (or authorize or encourage any third party to): (i) reverse engineer, decompile or disassemble any software components used to provide the Marketplace, create any derivative works of the Marketplace, or use the Marketplace to compete with Adap.tv in any way; (ii) use the Marketplace in a manner that (a) violates any applicable government laws, rules or regulations, any third party's proprietary or privacy rights, or any Adap.tv policies, or (b) is deceptive, unethical, false or misleading; (iii) interfere or attempt to interfere with the proper working of the

Marketplace or any other user's use of the Marketplace; (iv) interfere or attempt to interfere with the full, complete, immediate and direct display of any Market Ads, or (v) disseminate any malware, viruses, or other destructive code.

4. **Insertion Orders and Inventory Availability.** Advertisers will generate an electronic IO through the Product Console. Publishers may approve the IO either automatically or manually. All IOs are for non-guaranteed cost-per-mil (CPM) campaigns; either Advertisers or Publishers may cancel or terminate a campaign at any time.

5. **Ad Placement and Positioning.** All Market Ads and Placements must comply with Adap.tv's Marketplace Editorial Adjacency Guidelines (<http://adap.tv/internal/marketplace-guidelines/>) (the "Guidelines"). These Guidelines are incorporated into and are a part of each IO you enter into through the Marketplace.

6. Payments by Advertisers.

6.1 As an Advertiser in the Marketplace, you will pay Adap.tv the Market Price for each and every time Adap.tv displays your Market Ads in Placements to human users as counted by Adap.tv using a methodology substantially similar to industry standards. For each calendar month in which your Market Ads are displayed in Placements, Adap.tv will aggregate the corresponding Market Price amounts (the "Monthly Spend") and calculate and report any Monthly Spend to you after the end of such calendar month.

6.2 For each full or partial calendar month in which this Agreement is in effect, you will pay Adap.tv the Monthly Spend within thirty (30) days after the end of the applicable calendar month. 45

6.3 All payments will be made in U.S. dollars. Payments are calculated solely based on records maintained by Adap.tv. You will pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Marketplace.

6.4 If you dispute any payment made in connection with the Marketplace, you must notify Adap.tv in writing within thirty (30) days of any such payment. Failure to so notify Adap.tv will result in your waiver of any claims related to such disputed payment. If you fail to pay Adap.tv on time, Adap.tv may suspend delivery of your Market Ads until your account is made current, including payment of late fees at the lesser of (i) 1% per month, or (ii) the maximum rate allowed by law.

7. **Reporting.** All campaign reporting will be provided through the Product Console.

8. **Cancellation and Termination.** All IOs are non-guaranteed and cancelable at any time by either Advertisers or Publishers.

9. **Makegoods.** Because all campaigns are non-guaranteed, makegoods are not available and will not apply to any campaigns in the Marketplace.

10. **Bonus Impressions.** Because all campaigns are non-guaranteed, bonus impressions are not available and will not apply to any campaigns in the Marketplace.

11. **Late Delivery.** Because all campaigns are non-guaranteed, no late delivery terms apply.

12. Ad Serving and Tracking.

12.1 Market Ads may be served through Adap.tv's ad server and/or Advertiser's ad server. Adap.tv will track delivery of Market Ads using its ad server. Advertisers may track delivery of Market Ads for informational and planning purposes only.

12.2 A Market Ad is delivered on the display of the first frame in the Placement to a human user as recorded by the Adap.tv ad server.