

Interactive Advertising Bureau, Inc. (“IAB”)
Direct Buy Addendum
to the General Terms and Conditions for Digital Advertising Services
Version 1.0

This Direct Buy Addendum (this “**Addendum**”) supplements and incorporates by reference the IAB’s General Terms and Conditions for Digital Advertising Services (the “**General Terms**”). All provisions of the General Terms apply to this Addendum. In the event of any conflict between the terms of this Addendum and the General Terms, the terms of this Addendum shall prevail solely with respect to Direct Buys. This Addendum defines the rights and obligations specific to the purchase of Ad Inventory directly from Sellers via traditional direct insertion-based purchases or direct programmatic transactions through automated or platform-enabled channels (“**Direct Programmatic Transactions**”), provided that the commercial terms for such Direct Programmatic Transactions are directly agreed between Buyer and Seller. This Addendum constitutes Specific Terms and shall be read and interpreted in conjunction with the General Terms to form a complete Agreement.

Each Order under this Addendum may include deal-specific terms, conditions, notes, or placement-level requirements expressly stated in the Order, including Special Terms, IO Notes, or Placement Notes (collectively, “**Order-Specific Terms**”). Order-Specific Terms apply only to the applicable Order and govern solely the commercial, operational, or executional matters expressly addressed in that Order.

In the event of a conflict between this Addendum and any Order-Specific Terms, the Order-Specific Terms shall control only where the Order expressly states that such Order-Specific Terms supersede, override, or apply notwithstanding the conflicting provision in this Addendum and only with respect to the subject matter expressly identified. Except as expressly stated in an Order, this Addendum and the General Terms remain in full force and effect and continue to govern the Parties’ relationship.

1. DEFINITIONS. Capitalized terms used and not defined herein shall have the meaning set forth in the General Terms or Appendix 1.

2. ROLE OF BUYER. The role and capacity of Buyer (whether acting as Advertiser, Agency, or other Representative) shall be governed by Section 4(a) (Designation of Representative; Covered Services) of the General Terms. For clarity, any references to “Advertiser” or “Agency” in this Addendum shall have the same meaning and obligations as the corresponding “Customer” or “Representative,” respectively, as defined in the General Terms. Buyer’s declaration of role, authority to act, and obligations to disclose or confirm its relationship with Advertiser (Customer) upon request shall be interpreted and enforced in accordance with that section of the General Terms. No additional or conflicting provisions regarding Buyer’s role apply under this Addendum.

3. ORDERS AND AD INVENTORY AVAILABILITY.

a. Order Details. From time to time, Buyer and Seller may execute Orders that will be accepted as set forth in Section 3(b). As applicable, the Order shall specify: (i) the type(s) and amount(s) of Deliverables; (ii) the price(s) for such Deliverables, which shall be stated in net dollars, unless expressly stated otherwise in the Order; (iii) the maximum amount of money to be spent on Ad Inventory pursuant to the Order exclusive of Taxes; (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 Collected Data.

b. Availability; Acceptance. Seller shall make commercially reasonable efforts to notify Buyer within two (2) business days of receipt of an Order signed by Buyer if the specified Ad Inventory is not available. Acceptance of the Order shall be deemed the earlier of (i) written approval of the Order by both Parties (which may include email or other electronic confirmation); or (ii) the display of the first Ad Impression by Seller, unless otherwise agreed in the Order. Notwithstanding the foregoing, modifications to the originally-submitted Order will not be binding, unless otherwise agreed by the Parties in writing.

c. Revisions. Any change to an accepted Order must be issued as a revised Order that clearly references the original Order and the sections being changed. The revised Order must be reissued and will be effective only upon countersignature by the other Party within two (2) business days, unless otherwise agreed by the Parties in writing.

d. Disclosure. Seller shall not serve Ads on Network Properties unless expressly authorized in the Order.

e. Dynamic Pricing. Except for already agreed upon fixed pricing, Buyer acknowledges that Ad Inventory purchased in programmatic, social media, or Ad network environments may be subject to dynamic pricing, where costs fluctuate based on factors

such as demand, competition, and Ad Inventory availability. However, Buyer shall not be charged more than the rate indicated in the Order, either on a per unit basis or in the aggregate, for the duration of the campaign, unless otherwise agreed by the Parties in writing.

f. Placement List. Seller shall use commercially reasonable efforts to provide Buyer with a separate document listing the Network Properties on which Buyer's Ads may be served (the "**Placement List**") prior to campaign launch, and in no event later than five (5) business days following Buyer's written request. If a Placement List is not provided upon request, Buyer reserves the right to:

- (i) withhold payment for any Ad Impressions, Clicks, or conversions delivered on undisclosed Network Properties;
- (ii) require the prompt removal of Ads from any Network Property that Buyer reasonably determines to be inconsistent with its brand suitability or safety guidelines; and
- (iii) initiate a good-faith discussion with Seller to determine equitable remedies reflecting how both Parties would have reasonably handled such Network Properties had they been disclosed in advance.

g. Supply-Chain Integrity and Inventory Representation. Seller represents and warrants that all Ad Inventory sold or delivered under the Order, whether on Seller O&O Properties or Network Properties, is accurately represented and that Seller has the legal right to sell and fulfill such Ad Inventory. Seller shall not intentionally misrepresent the origin, classification, or nature of any Ad Inventory or route Ad Inventory through undisclosed intermediaries. For Network Properties, Seller shall use commercially reasonable efforts to ensure that all third-party platforms, networks, or resellers involved in delivering the campaign are properly identified, authorized, and reflected in the applicable supply-chain transparency mechanisms, including ads.txt or app-ads.txt (as applicable), sellers.json, and SupplyChain Object or an equivalent transparency mechanism. If Buyer reasonably determines that any portion of Ad Inventory was sourced from an unauthorized seller or was misrepresented or inconsistent with the Placement List, such Deliverables may be treated as non-billable, unless otherwise agreed by the Parties in writing. Buyer may also require prompt removal or replacement of the affected placements, and the Parties shall work in good faith to determine appropriate corrective actions or remedies. For clarity, this provision applies to all Ad Inventory delivered under an Order, including Direct Programmatic Transactions, regardless of whether such Ad Inventory is fulfilled through programmatic systems or intermediary platforms.

4. TARGETING RESTRICTIONS. Buyer acknowledges that the availability and use of targeting options are subject to Applicable Law and Seller's Policies, including restrictions related to sensitive Personal Data, minors, and regulated advertising categories. Certain targeting capabilities may be restricted, modified, or unavailable by Seller based on market, category, or format, and Ads may be rejected or limited accordingly.

5. EMAIL. Seller represents and warrants that all email addresses used in connection with the Order have been collected, maintained, and used in full compliance with Applicable Law and Industry Standards governing email marketing and consumer consent.

6. DELIVERY SCHEDULE AND PACING.

a. Delivery. Seller shall:

- (i) deliver Ads in accordance with the Order, including all Ad placement restrictions, flighting windows, targeting parameters, and other campaign-specific instructions set forth therein; and
- (ii) use commercially reasonable efforts to deliver Ads in a reasonably balanced manner over the flight period, unless the Order specifies a particular pacing model or schedule.

b. Corrections. In the event Buyer finds that Seller is not reasonably adhering to the specified delivery schedule stated in the Order at the placement level, Buyer may request a correction.

c. Added-Value Deliverables or Bonus Ads. Any units provided by Seller that are not part of the paid guaranteed Deliverables, including Impressions, Clicks, or any other Deliverables, may be designated in the Order as "Added-Value Deliverables" or "Bonus Ads." Such designations may appear at either the line-item level or the Order level, or may result from Seller's over-delivery. Added-Value Deliverables are not billable, are not guaranteed, and do not count toward fulfillment of any guaranteed Deliverable, unless otherwise agreed by the Parties in writing. For clarity, any units delivered beyond the guaranteed amounts will be treated as Added-Value Deliverables.

7. COMPLIANCE WITH THE ORDER.

a. Seller O&O Properties. Seller shall use commercially reasonable efforts to comply with the Order, including any specified guidelines, with respect to Buyer's Ads appearing on Seller O&O Properties, provided Seller retains full editorial control over such properties.

b. Network Properties. For Ads served on Network Properties, Seller shall use commercially reasonable efforts to monitor and enforce compliance with the Order. If Buyer notifies Seller of a potential violation, Seller shall in a timely manner:

- (i) address the violation upon notification from Buyer;

- (ii) work with the applicable Network Property to resolve the issue; and/or
- (iii) provide the agreed-upon remedy, such as a Makegood or other agreed-upon corrective actions.

8. EDITORIAL ADJACENCY GUIDELINES. Buyer shall provide any proposed Editorial Adjacency Guidelines to Seller, which Seller shall review and either accept or propose changes. No Editorial Adjacency Guidelines shall be binding on Seller, unless and until the Parties mutually agree on their final form.

a. Restricted Content. Seller shall use commercially reasonable efforts not to place Buyer's Ads, without Buyer's prior written approval, adjacent to content both Parties have identified as restricted in the Order, the Editorial Adjacency Guidelines, or other supplemental instructions provided by Buyer.

b. User-Generated Content. For pages or environments consisting primarily of user-generated content, Section 8(a) shall not apply. Instead, Seller shall use commercially reasonable efforts not to place Buyer's Ads adjacent to content that violates the Digital Property's publicly-available terms or conditions of use.

c. Editorial News. Buyer acknowledges that news and certain editorial content may cover controversial topics. Buyer agrees not to enforce the Editorial Adjacency Guidelines in a manner that would unreasonably restrict the placement of Ads near newsworthy editorial content appearing on Digital Properties.

9. INVALID TRAFFIC.

a. Prevention. Seller shall use commercially reasonable efforts to detect, filter, and prevent Invalid Traffic, including GIVT and SIVT, in accordance with the most recent MRC Invalid Traffic Detection and Filtration Guidelines and applicable IAB Tech Lab standards. Seller shall not employ or knowingly permit any practice, technology, or mechanism that artificially inflates Impressions, Clicks, conversions, or other performance metrics (i.e., non-human traffic) or otherwise compromises the integrity of Campaign Data.

b. Monitoring and Evaluations. Unless otherwise agreed by the Parties in writing, IVT shall be:

- (i) monitored weekly throughout the life of each campaign;
- (ii) evaluated on an aggregate campaign basis under the applicable Order; and
- (iii) measured using MRC-accredited or otherwise industry-recognized detection methods.

Seller shall provide Buyer with a summary of IVT findings upon reasonable request.

c. Threshold Options. The Parties acknowledge that an IVT threshold will apply to the Order. Such threshold shall be specified in the Order, either at the placement level or at the Order level. If no threshold is specified, the default threshold shall be the level commonly recognized under applicable MRC and IAB Tech Lab guidance.

10. DIRECT BUY INDUSTRY STANDARDS.

a. IAB Tech Lab Standards. Upon reasonable request by Buyer, Seller shall, in a commercially reasonable manner, disclose whether any Ad serving, delivery, or related technology used to fulfill the Order (including Seller's systems and those of its third-party vendors) complies with, or is substantially similar in function or output to, applicable IAB Tech Lab standards and specifications, as published at <https://www.iabtechlab.com/standards>. When a reasonable request by Buyer is made, Seller shall also disclose which versions of each applicable IAB Tech Lab standard are supported or currently in use on the Seller O&O Properties.

b. TAG Compliance. Upon reasonable request by Buyer, Seller shall make commercially reasonable efforts to disclose to Buyer whether its supply-chain integrity, anti-fraud, and brand-safety practices, including those performed by Seller's third-party vendors, comply with applicable TAG standards and certification programs, as published at <https://www.tagtoday.net>.

c. MRC Standards and Guidelines. Upon reasonable request by Buyer, Seller shall make commercially reasonable efforts to disclose its measurement and verification vendors, and make commercially reasonable efforts to require them to comply with relevant MRC measurement standards, as published at <https://www.mediaratingcouncil.org/standards-and-guidelines>. For the most current MRC accreditation information, either Party may refer to the MRC's website at <https://mediaratingcouncil.org/accreditation>.

d. IAB Diligence Platform. If the Parties use the IAB Diligence Platform's Direct Buy Module, available at <https://safeguardprivacy.com/iab-diligence-platform/>, they agree that the module satisfies the privacy-related diligence obligations under Section 16(b) of the General Terms. Nothing in this Section determines or implies the adequacy or completeness of any other disclosures required under the Agreement, including disclosures related to standards compliance, measurement practices, or technology versioning.

11. CUSTOMER-FURNISHED MATERIALS.

a. Seller's Policies. Buyer acknowledges that Seller's Policies may prohibit certain categories of products, services, or advertising content from being advertised on Seller's Digital Properties. Buyer agrees that Customer-Furnished Materials that do not comply with Seller's Policies may be rejected, suspended, or removed without liability to Seller.

b. Buyer's Compliance. To the best of Buyer's knowledge, Buyer represents and warrants that all Customer-Furnished Materials, including any associated software code, tags, or linked websites,

- (i) comply with Seller's Policies, Ad specifications, creative guidelines, community standards, and Applicable Law;
 - (ii) accurately depict any individuals, events, claims, or representations contained therein;
 - (iii) do not infringe, misappropriate, or violate the Intellectual Property Rights or privacy rights of any Person;
 - (iv) are not deceptive, misleading, harmful, or inconsistent with applicable consumer protection obligations;
- and
- (v) include all legally-required disclosures, substantiation, and category-specific compliance elements necessary for delivery.

Seller retains the right, consistent with its Policies and Applicable Law, to reject, pause, or remove any Customer-Furnished Materials that could reasonably pose legal, regulatory, reputational, consumer-trust, or policy-compliance risk. Buyer remains solely responsible for obtaining all necessary rights, permissions, and authorizations related to the creation, depiction, use, or portrayal of individuals, voices, events, or content within the Customer-Furnished Materials. Seller's review or acceptance of Customer-Furnished Materials does not shift liability arising from Buyer's creation, modification, or use of such Customer-Furnished Materials. If Buyer fails to cure any deficiency promptly upon written notice, Seller may terminate the affected portion of the Order without penalty. Seller shall notify Buyer promptly and in writing of any such rejection, pause, or removal, and the Parties shall work in good faith to provide mutually acceptable replacement Customer-Furnished Materials within a reasonable period of time.

c. Interactive Ad Elements. Where Customer-Furnished Materials include interactive features such as outbound links or QR codes, Buyer acknowledges that such features must comply with Applicable Law and Seller's Policies, including restrictions on undisclosed data collection, redirects, or user actions, and may be limited or disabled accordingly.

d. Notification of Changes to Digital Properties.

(i) **Notice of Changes.** Seller shall use commercially reasonable efforts to provide Buyer with prior notification of any material changes to the Digital Properties or to Seller's Ad specifications that would materially change the target audience or materially affect the size, placement, rendering, or delivery of Buyer's Ads as specified in the Order.

(ii) **Effect of Changes.** If Seller makes material changes to the Digital Properties or to its Ad specifications after the initial delivery of specifications, the Parties shall work in good faith and within a mutually agreed upon period of time to address the impact of such changes. This may include:

- (1) Buyer's providing revised Customer-Furnished Materials;
- (2) Seller's resizing Buyer's Ads, at Seller's cost, subject to Buyer's final creative approval; or
- (3) Buyer's evaluating comparable replacement options.

Any necessary timing for revised Customer-Furnished Materials, resizing, or comparable replacements shall be mutually agreed upon by the Parties at the time such changes are made. All adjustments or resolutions related to these changes, including any impact on delivery, billing, or cancellation rights, shall be addressed pursuant to the Remedies section of this Addendum.

(iii) **Creative Guidelines and Technical Specifications.** Seller shall submit, or otherwise make electronically accessible to Buyer, the final creative and technical specifications within a timeframe of two (2) to five (5) business days following acceptance of the Order, as agreed by the Parties.

e. Trafficking Instructions and Materials.

(i) **Ad Creative ID Framework ("ACIF") Use.** Both Buyer and Seller shall consider including and supporting the IAB Tech Lab's Ad Creative ID Framework in the trafficking of campaign assets. If the Parties agree to use ACIF, Buyer shall be responsible for obtaining and implementing the ACIF and providing the same either directly to Seller (if Seller is serving the Ads) or within Buyer's designated trafficking platform.

(ii) **Errors and Malfunctions.** Each Party is responsible for ensuring that any Materials, creative files (including damaged or corrupted creative assets), tags, instructions, redirects, or other technical assets it provides or creates comply with the mutually-agreed upon technical specifications and campaign instructions. The receiving Party shall have no responsibility or liability for delivery failures, misreporting, campaign underperformance, or any other issue arising from errors, omissions, damage, corruption, faulty redirects, or technical malfunctions in the assets, creative files, tags, redirects, or instructions supplied or created by the other Party. Each Party remains solely responsible for their respective obligations, costs, or fees resulting from errors, damage, malfunction, or redirect issues originating in the assets or instructions it provided or created, unless otherwise agreed by the Parties in writing.

f. Compliance with Trafficking Instructions. Seller agrees to comply with trafficking and implementation instructions provided by Buyer to the extent such instructions are mutually agreed upon, consistent with Seller's technical capabilities, and do not conflict with, as applicable, Seller's Policies, the MSPA, any data processing addendum agreed to by the Parties, or Applicable Law. This includes instructions relating to Ad rotation, targeting, and creative execution. Specifically:

(i) when applicable, third-party Ad server tags provided by Buyer (or Buyer's designated Agency or authorized vendor) shall be implemented by Seller in a manner that ensures full and proper functionality across all aspects of delivery and measurement;

(ii) upon acceptance of Buyer's third-party Ad server tags (including Impression pixels and Click commands), and to the extent placement identifiers are provided by or on behalf of Buyer at the time such tags are delivered, Seller shall use commercially reasonable efforts to associate or append such Buyer-provided placement identifiers to the corresponding placements within Seller's ad server and/or reporting systems, for the purpose of enabling accurate delivery validation, reconciliation, and reporting;

(iii) Seller shall implement all Ad execution code and instructions provided by Buyer and/or Buyer's authorized third-party Ad server into its Ad server, platform, or site(s) without modification, except where modifications are: (a) required to enable standard functionality, such as cache-busting, Click-tracking, or data-passing macros; or (b) necessary for operational compatibility and first tested through Seller's quality assurance process. For any modification that does not fall under (a) or (b), Seller must obtain Buyer's prior written approval (or the approval of Buyer's Agency or designated vendor);

(iv) Seller shall not alter, interfere with, wrap, or modify the code instructions or Ad tags (including through the use of CGI scripts, wrappers, or similar methods) except where such modification is necessary to enable the tags to function properly with Seller's Ad server and does not materially alter the tags' intended behavior. Any modification that exceeds what is necessary for proper functionality requires prior written approval from Buyer;

(v) Seller is responsible for following all Ad rotation, creative sequencing, and prioritization instructions provided by Buyer. If Seller is unable to fulfill any trafficking or implementation requirements, Seller must notify Buyer immediately in writing and both Parties shall mutually agree on an acceptable remedy or corrective action; and

(vi) Buyer reserves the right to hold Seller accountable for any discrepancies, under-delivery, or data issues resulting from Seller's non-compliance with trafficking instructions, improper tag implementation, or unauthorized modification of Ad execution code.

g. No Modifications Without Approval. Seller shall not alter, edit, resize, reformat, or otherwise modify the Customer-Furnished Materials in any way without prior written approval from Buyer. Minor technical adjustments may be made without prior approval solely to ensure proper rendering, delivery, or functionality of the Advertisement, provided such adjustments do not materially change the appearance, design, content, or intended user experience of the Ad as specified by Buyer. If technical or performance issues require material adjustments, Seller shall notify Buyer and obtain written consent before implementing changes. For purposes of this provision, material adjustments include any changes that impact the appearance, design, content, or intended user experience of the Advertisement. Any approved modifications to the Customer-Furnished Materials will be documented and shared with Buyer prior to implementation.

h. AI-Generated Creative, Synthetic Media, and Deepfake Usage. If any Materials that are intended to be publicly facing include or are derived from: (i) generative artificial intelligence or machine-learning models; (ii) synthetic, composite, or AI-generated creative; (iii) materially-altered depictions of real individuals, voices, or events; or (iv) any content that could reasonably be interpreted as a deepfake, synthetic persona, synthetic voice, or manipulated representation of a real person or factual event ("**AI-Created Materials**"), the Party providing such AI-Created Materials will, to the extent required under Applicable Law, applicable platform policies, or expressly agreed-upon Buyer or Seller requirements ("**AI Disclosure Rules**");

(i) be responsible for including adequate disclosures or labeling (as specified below) identifying such AI-Created Materials;

(ii) disclose to the other Party that it is providing AI-Created Materials; and

(iii) upon the other Party's reasonable written request, provide a description of the nature of the applicable technology, generation method, or material alteration sufficient to enable such other Party to conduct applicable legal, policy, platform, and consumer-trust reviews.

For purposes of determining what constitutes "adequate disclosure or labeling" of AI-Created Materials, the Parties shall use the IAB's AI Transparency and Disclosure Framework (or any successor framework) as the default Industry Standard, unless otherwise required by Applicable Law, platform policies, or expressly agreed-upon requirements between the Parties.

i. **Persistent Cookies.** Both Parties agree that neither Party will use flash cookies, persistent Java Script API (aka “evercookies” or “supercookies”), or any other type of cookie that is persistent, unremovable, or undeletable by a user for targeting and will not re-spawn cookies on any Ads associated with the Order.

j. **Quality Assurance and Testing.** Seller shall perform quality assurance and testing and activate all Customer-Furnished Materials provided to Seller by or on behalf of Buyer to ensure compliance with agreed specifications and functionality. If the Ad tags are (i) not received; (ii) incorrect; and/or (iii) not functioning (e.g., broken landing page Click-Through, tag not firing to ensure creative is showing, or creative is not displaying properly on the Digital Property), Seller shall make commercially reasonable efforts to inform Buyer within a reasonable time after the tags are received. Seller agrees that all tags that are compliant with Seller’s Policies are not to be pulled down during the contracted flight date(s), unless specified in the Order or agreed by the Parties in writing.

k. **Composite or Stitched Ads.** Unless expressly approved in writing by Seller, Ads delivered under an Order shall not combine multiple Advertisements, offers, or creative executions into a single stitched, composite, or sequential Ad unit. Any approved composite Ad must be clearly defined in the Order or otherwise approved in writing by Seller prior to delivery.

12. **LATE CREATIVE CHARGES.** If Customer-Furnished Materials are not received by the Order start date, Seller may, consistent with its standard business practices, begin to charge Buyer on the Order start date on a pro rata basis based on the full Order, excluding portions consisting of performance-based, non-guaranteed Ad Inventory, for each full day the Customer-Furnished Materials are not received. If Customer-Furnished Materials are late – pursuant to the requirements set forth in Seller’s Policies – Seller is not required to guarantee full delivery of the Order. In the event Customer-Furnished Materials are provided late, the Parties shall cooperate in good faith to adjust the campaign start date and any related flighting, where feasible, to account for the delay in activation. Any mutually-agreed adjustments shall be documented in writing.

13. **DIGITAL PROPERTY MALFUNCTIONS.** If a Seller O&O Property, Network Property, or Advertiser-Controlled Digital Property (including the Advertiser’s website, app, or landing page) experiences a malfunction that materially impairs Ad rendering, delivery, tracking, attribution, or the intended user experience, the affected Party shall use commercially reasonable efforts to notify the other Party within a reasonable period of time after discovery. During the period of such malfunction, the Parties shall work in good faith to assess the impact and determine whether suspension of delivery, temporary removal of placements, a Makegood, or billing adjustments are appropriate, consistent with the Remedies section of this Addendum. Delivery shall resume once the malfunction has been resolved and notice has been provided. For clarity, issues resulting from human error, implementation mistakes, or configuration oversights (including tracking, pixel, tag, URL, redirect, or destination errors) shall not constitute

14. **SUSPENSIONS, DELAYS, OR INTERRUPTIONS.**

a. **Basis for Suspension.** Either Party may suspend Ad delivery, in whole or in part, due to a Force Majeure Event, legal or regulatory concerns, or other circumstances of an extraordinary nature that materially impact campaign delivery and are not the result of a breach of the Agreement. Suspensions relating to a breach of contract shall be governed by the applicable breach and cure provisions of the Agreement.

b. **Notice of Suspension.** A Party initiating a suspension shall use commercially reasonable efforts to provide written notice to the other Party as soon as practicable after the circumstances giving rise to the suspension become known. Such notice should describe the basis for the suspension and, where available, an estimated timeframe for resolution.

c. **Good-Faith Resolution.** Upon notice of a suspension, the Parties shall engage in good-faith discussions to identify and evaluate the circumstances causing the interruption and to determine an appropriate path forward. The Parties shall work cooperatively to resolve the issue in an expedient manner, taking into account operational feasibility, inventory constraints, legal obligations, and campaign objectives.

d. **Resumption of Delivery.** Once the underlying issue causing the suspension has been resolved, the initiating Party shall promptly notify the other Party in writing. Delivery may resume upon mutual confirmation of readiness and any necessary adjustments agreed upon by the Parties. Any agreed-upon adjustments shall be documented in writing.

e. **Failure to Resolve.** If the Parties are unable to resolve the suspension after ten (10) business days of good-faith efforts, the suspending Party or the affected Party (as applicable) may elect to cancel the impacted portion of the Order upon written notice. Payment obligations for delivered media and treatment of undelivered media shall be addressed in accordance with the Remedies section of this Addendum.

f. **Clarification.** Suspensions triggered by or constituting a breach of the Agreement, including non-payment, violation of the Order, or non-compliance with applicable guidelines or Applicable Law, shall be governed by the breach and cure provisions set forth elsewhere in the Agreement and are not covered under this Section.

15. **UNDER-DELIVERY, SHORTFALLS, AND SHORT RATES.**

a. **Notice.** Seller must notify Buyer in writing of any material under-delivery as soon as it becomes known, including the estimated shortfall and any proposed remedies. Seller shall provide Buyer with written notice identifying the basis for applying

Short Rates, the applicable recalculated rates, and the total amounts due. Any Makegood, credit, or billing adjustment shall be determined in accordance with the Remedies section of this Addendum.

b. Makegoods for Unguaranteed Deliverables. If an Order 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.

c. Makegoods and Shortfalls. If Seller under-delivers against any guaranteed placement and such under-delivery is not attributable to late, missing, damaged, unapproved, or otherwise deficient Customer-Furnished Materials provided by or on behalf of Buyer, the Parties shall use commercially reasonable efforts to agree upon the conditions of a Makegood. Makegoods may include like-for-like placement for flat-fee buys, a Makegood within the same campaign or a later campaign for the same Advertiser or brand, or another mutually-agreed solution.

d. Shortfalls Resulting from Buyer-Caused Issues. If the under-delivery results from late, damaged, incorrect, or unapproved creative, or other delays attributable to Buyer or Buyer's vendors, Seller shall notify Buyer, and the Parties shall work in good faith to reallocate or replace the affected Ad Inventory where feasible. Seller shall not be liable for the resulting shortfall, and Buyer remains responsible for contracted fees associated with the impacted placement, unless otherwise agreed by the Parties in writing.

e. Short Rates. Short Rates may apply where an Order includes minimum spend, Impression volume, or other delivery commitments and those commitments are not met due to Buyer's cancellation or insufficient delivery attributable to Buyer. If applicable, Seller shall provide Buyer with a written accounting of the basis for any Short Rate calculation. Any refunds or credits due shall follow the cancellation terms in the Order or as otherwise mutually agreed in writing.

f. Effect on Added Value. In the event of Buyer's cancellation or shortfall in contracted commitments, unearned Added-Value Deliverables may be revoked or forfeited at Seller's discretion, unless otherwise agreed by the Parties in writing.

16. BONUS IMPRESSIONS AND NON-BILLABLE UNITS.

a. With Third-Party Ad Server.

(i) Where Buyer uses a third-party Ad server, Seller shall not deliver more than ten percent (10%) above the contracted Deliverables for any placement line item without Buyer's prior written consent. Any Deliverables delivered above the guaranteed or capped level shall be non-billable, unless otherwise agreed by the Parties in writing. Permanent or exclusive placements will run for the specified period of time, regardless of over-delivery, unless the Order includes an explicit cap for third-party Ad server activity.

(ii) If Buyer provides written notice that the guaranteed or capped levels have been reached, Seller shall use commercially reasonable efforts to suspend delivery. If over-delivery continues to exceed ten percent (10%) after such notice, the Parties shall discuss in good faith any incremental costs incurred by Buyer or Buyer's vendors, including additional Ad serving or measurement charges, and any resulting adjustments shall be addressed in accordance with the Remedies section of this Addendum.

b. No Third-Party Ad Server. Where Buyer does not use a third-party Ad server, Seller may deliver additional Impressions at its discretion, unless otherwise indicated in the Order. Any such additional Deliverables shall be non-billable, unless otherwise agreed by the Parties in writing. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the Order specifies an Impression cap.

c. Offsetting. Over-delivery on one placement will not reduce or offset under-delivery on any other placement, unless otherwise agreed by the Parties in writing.

17. CANCELLATION AND TERMINATION.

a. Without Cause. Buyer may cancel the entire Order, or any portion thereof, unless otherwise stated in the Order, as follows:

(i) **Guaranteed Deliverables** (e.g., CPM Deliverables, including Automated Guaranteed Deals). Buyer may cancel, without penalty, by providing written notice to Seller at least the following number of business days prior to the scheduled start of delivery (select one):

- ☐ 2 business days
- ☐ 5 business days
- ☐ 10 business days (default)
- ☐ Other (specify): _____

Buyer will remain liable only for the number of business days between the effective date of cancellation and the start of delivery for any guaranteed Deliverables.

(ii) **Non-Guaranteed Deliverables** (e.g., CPC Deliverables, CPL Deliverables, CPA Deliverables, and some non-guaranteed CPM Deliverables—including Private Marketplace Deals and Preferred Deals). Buyer may cancel, without penalty, by providing written notice to Seller at least the following number of business days prior to the scheduled start of delivery (select one):

- ☐ 2 business days
- ☐ 5 business days (default)
- ☐ 10 business days
- ☐ Other: _____

Buyer will remain liable only for the number of business days between the effective date of cancellation and the start of delivery for any non-guaranteed Deliverables.

(iii) **Flat-Fee Based or Fixed Placement Deliverables** (e.g., Homepage Takeovers, Roadblocks, Skins, and newsletters). Buyer may cancel, without penalty, by providing written notice to Seller at least the following number of business days prior to the scheduled start of delivery:

- ☐ 10 business days
- ☐ 15 business days
- ☐ 30 days (default)
- ☐ non-cancellable
- ☐ Other (specify): _____

Buyer will remain liable only for the portion of Deliverables scheduled to run during the business day period between the notice and the required cancellation threshold.

(iv) **Custom Materials.** Buyer will remain liable to Seller for amounts due for any Custom Material provided to Buyer or completed by Seller or its third-party vendor prior to the effective date of termination. For Orders that contemplate the provision or creation of Custom Material, Seller will specify the amounts due for such Custom Material as a separate line item.

b. With Cause. In addition to the termination rights set forth in the General Terms, if Buyer violates the same Seller Policy three (3) times in any twelve (12) month period, and Seller provided that Policy in advance and issued timely written notice for each violation, Seller may terminate the Order or the affected placements upon written notice, even if the prior violations were cured.

18. CONTROLLING MEASUREMENT, THIRD-PARTY AD SERVING, AND TRACKING (APPLICABLE ONLY IF THIRD-PARTY AD SERVER IS USED).

a. Measurement Standards. Standards published by the IAB and/or the MRC, whether developed jointly or independently, shall serve as the default reference for interpretation and application of all measurement definitions under the Agreement, including, but not limited to, Impressions, Viewable Ad Impressions, Clicks, and any format-specific measurement criteria applicable to display, video, mobile, CTV, audio, or emerging environments, unless otherwise agreed by the Parties in writing. The Parties acknowledge that applicable IAB guidelines are available at <https://www.iab.com/guidelines/> and that MRC standards and accreditation information, including the list of MRC-accredited measurement providers and their measurement capabilities, are available at www.mediatingcouncil.org. Any alternative measurement methodology, threshold, or definition (including any viewability requirement) must be set forth in the Order or otherwise agreed to by the Parties in writing.

b. Controlling Measurement, Ad Serving, and Tracking. The Parties shall designate the Controlling Measurement in the Order. The Controlling Measurement may be the Seller's Ad server, an approved third-party Ad server, or another mutually-agreed measurement system as specified in the Order. If the Order does not identify the Controlling Measurement, the Ad server or measurement system that renders the Ad shall serve as the Controlling Measurement for reconciliation and billing purposes, unless otherwise agreed by the Parties in writing.

c. Reconciliation Methodology. Unless otherwise stated in the Order, reconciliation shall begin with the measurement results provided by the Controlling Measurement reflected in the Order. The basis for reconciliation may include net Impressions, viewable Impressions, Clicks, or Outcomes, as mutually agreed by the Parties. If the Order specifies that reconciliation will rely on IAB and/or MRC-aligned methodologies, whether developed jointly or independently, the applicable definitions may be used for guidance. Where the Parties wish to apply alternative or custom thresholds or measurement criteria for display, video, or other formats, such criteria must be specified in the Order.

d. Discrepancies. If the difference between the Controlling Measurement and another measurement source exceeds ten percent (10%) over the applicable invoice period and the Controlling Measurement is lower, the Parties shall engage in a good-faith reconciliation effort to determine the cause of the discrepancy. The appropriate resolution may depend on the nature of the Deliverables, including whether the placement is a standard measured unit or a sponsorship, fixed-fee, or custom execution, and shall be resolved as follows:

(i) For standard measured Deliverables, such as CPM-Deliverables or other line items where quantitative delivery is contractually applicable, the Parties may mutually agree to use the Controlling Measurement with a reasonable adjustment, use the alternate measurement source as the basis for the adjustment, or treat the unresolved discrepancy as an under-delivery to be addressed in accordance with the Remedies section of this Addendum.

(ii) For sponsorships, fixed-fee executions, or Homepage Takeovers, the Parties may mutually agree to rely on Seller's reporting, a reasonable blended methodology, or any other approach that reflects the nature and intent of the sponsorship or custom execution.

(iii) The Parties may also mutually agree to apply any other reasonable resolution in writing. If the Parties are unable to resolve the discrepancy after good-faith efforts, they shall follow the Dispute Resolution procedures in the General Terms.

e. Controlling Measurement Malfunctions.

(i) In the event the Controlling Measurement vendor(s) experiences an outage, fails to report data, or produces incomplete or demonstrably inaccurate results, the Parties shall work in good faith to determine an alternative Controlling Measurement. Acceptable alternatives include:

- (1) the non-controlling Party's tracking system, if verified and mutually agreed upon;
- (2) independent third-party data, if available; or
- (3) a mutually-agreed methodology for extrapolating performance based on available partial data.

(ii) If the Parties cannot reach agreement within ten (10) business days of identifying the issue, either Party may escalate the matter under the Dispute Resolution section of the General Terms.

(iii) Unless otherwise agreed by the Parties in writing, Seller shall not invoice for, and Buyer shall not be obligated to pay for, any Impressions or Deliverables that cannot be reasonably verified through a valid Controlling Measurement.

19. REPORTING

a. Confirmation of Campaign Initiation. Within three (3) business days of campaign launch, Seller shall furnish screenshots to Buyer for each applicable placement, excluding

- (i) Run of Site Ad Inventory;
- (ii) Run of Network Ad Inventory;
- (iii) Open RTB or programmatically-fulfilled Ad Inventory; and
- (iv) Any placements in the Order that are not explicitly defined or locatable by fixed position, property, or execution format.

This requirement applies only to fixed placements, sponsorships, custom executions, or other clearly-identifiable placements as specified in the Order. Screenshots must clearly display the Ad unit, serving environment, date of capture, and surrounding content context (e.g., homepage, section, or app screen).

b. Seller Reporting. Seller shall provide reporting in one of the following ways:

(i) The default rule is that Seller shall provide Buyer with online dashboard access to its reporting interface no later than five (5) business days after campaign initiation. The dashboard must allow Buyer to view and export the equivalent data otherwise provided in scheduled reports, upon request of Buyer and as reasonably available and consistent with the scope of services and fees agreed in the Order.

(ii) If a dashboard is not available, Seller must notify Buyer and shall instead furnish weekly electronic or written reports. Unless otherwise agreed by the Parties in writing, reports must be delivered within five (5) business days after the close of each reported period. Reports or dashboard data shall include, at a minimum, as reasonably available and consistent with the scope of services and fees agreed in the Order:

- (1) daily-level data;
- (2) Ad creative;
- (3) content area or Ad placement (as defined in the Order);
- (4) Impressions, Clicks, and spend/cost; and
- (5) any additional metrics expressly required in the Order.

c. Reporting Access.

(i) **Access to Controlling Measurement.** The Party responsible for the Controlling Measurement shall use commercially reasonable efforts to provide the other Party with online or automated access to relevant and non-proprietary delivery statistics as soon as reasonably practicable after campaign launch. The receiving Party shall notify the responsible Party if access has not been received. If online or automated access is not available, the responsible Party shall provide placement-level activity reports within a mutually agreed timeframe.

- (1) If both Parties have tracked the campaign from the start and the responsible Party fails to provide such access or reporting, the other Party may rely on its own Ad server or measurement system for purposes of calculating delivery for invoicing, unless otherwise agreed by the Parties in writing.
- (2) A Party may notify the other that access credentials or automated reporting integrations apply to multiple campaigns or future Orders, in which case new access does not need to be reissued, unless changes occur.

(ii) **Reporting for Site-Served or Non-Third Party Measured Deliverables.** For Site-Served Placements or any placements, formats, or custom executions that cannot be measured through Buyer's Controlling Measurement or a third-party measurement provider, Seller shall use commercially reasonable efforts to provide reporting from its Ad server, CMS, platform, or other reasonable internal system. Seller shall also make commercially reasonable efforts to maintain consistent creative naming and, when feasible and agreed to in writing, include Buyer's third-party Ad server placement IDs in Seller's Ad serving or reporting systems. The Parties acknowledge that technical or platform constraints may limit alignment, and they are encouraged to collaborate in good faith to support reporting consistency and minimize discrepancies.

(iii) **AVC Reporting Access.** If an Ad Verification Company is used in connection with an Order, Buyer shall make commercially reasonable efforts to provide Seller with sufficient visibility into applicable AVC settings, including inclusion or exclusion lists, domains, URLs, keywords, categories, or other targeting parameters relevant to Ad delivery. Such visibility shall be provided only to the extent operationally feasible and permitted under Buyer's internal policies, privacy requirements, or platform restrictions. The Parties are encouraged to work collaboratively to support accurate execution and verification of the campaign.

(iv) **Conversion API Access.** If a Conversion API ("CAPI"), including IAB Tech Lab's CAPI system or other server-to-server event transmission system, is used in connection with an Order, the Party responsible for operating the CAPI shall use commercially reasonable efforts to provide the other Party with sufficient visibility into relevant configuration settings, event taxonomies, and data-flow parameters needed to validate delivery and performance. Such visibility shall be limited to non-proprietary and operationally-necessary information and shall be provided only to the extent permissible under internal policies, privacy requirements, and Applicable Law. The Parties are encouraged to coordinate in good faith to ensure accurate mapping, validation, and reconciliation of CAPI-based events.

d. Reporting Failures.

(i) If Seller identifies, or Buyer notifies Seller of, an issue related to reporting, tracking, or delivery that materially affects the ability to verify performance or fulfillment of guaranteed Deliverables, the Parties shall use commercially reasonable efforts to discuss the issue and determine whether a remedy is appropriate in accordance with the Remedies section of this Addendum.

(ii) The Parties acknowledge that certain placements, units, or formats may not be measurable through a third-party measurement provider, including, but not limited to, sponsorship components, publisher-served placements, text links, native executions, branded content, social extensions, newsletter placements, or custom units. For such placements, Seller may provide reporting from its Ad server, CMS, platform, or other reasonable internal system. Unless otherwise agreed by the Parties in writing, such reporting will serve as the basis for evaluating performance.

(iii) Where Seller is unable to provide any report or reasonable evidence of delivery for a billable line item, Buyer is not obligated to pay for the affected Deliverables, unless otherwise agreed by the Parties in writing.

20. INVOICING.

a. Delivery Calculation Method.

(i) Delivery shall be calculated on a line-item-by-line-item basis for invoicing and reconciliation, except for placements that are packaged together in the Order (such as Roadblocks or bundled placements). For any placements sold as a package, delivery shall be calculated on an aggregate package level regardless of the selected calculation method.

(ii) Unless otherwise agreed by the Parties in writing, the following units, Impressions, or Deliverables shall be deemed non-billable and shall not be included in invoicing:

- (1) Ads targeted outside the geographical locations specified in the Order, except for placements purchased at one hundred percent (100%) Share of Voice, including Homepage Takeovers, Skins, Roadblocks, sponsorships, or other fixed-presence executions;
- (2) Site-Served Placements or hard-coded Ads, including logos, text links, or similar units that cannot be tracked through a Controlling Measurement;
- (3) third-party sourced data or vendor activity where such vendor has been mutually approved by the Parties and expressly designated as non-billable;

- (4) Ads generated by Invalid Activity, including any unit identified as IVT, GIVT, SIVT, or click fraud;
- (5) Ads that are not in compliance with the Editorial Adjacency Guidelines;
- (6) Ads not delivered due to an Ad server malfunction;
- (7) Ads not delivered due to a Digital Property malfunction; and
- (8) rich media fees or any other technology fees.

(iii) Nothing in Section 20(a) limits the Parties' ability to agree to additional non-billable items in the Order or through a mutually executed amendment.

(iv) If any of the above have been invoiced, they shall be credited or refunded. The Parties shall cooperate in good faith to review findings and to document any resulting adjustments in writing. The Parties shall work in good faith to ensure that any payment adjustments appropriately reflect the underlying vendor obligations and do not result in either Party bearing disproportionate third-party costs.

(v) The final number after application of the adjustments described in Section 20(a) shall constitute the "**Net Qualified Deliverables**" and shall be the basis for billing, unless otherwise defined in the Order.

b. General Requirements. In addition to the requirements set forth in the General Terms, the following requirements and any additional requirements set forth in the Order apply to invoices issued:

(i) invoices shall be sent by Seller to Buyer's billing address as set forth in the Order and will include information reasonably specified by Buyer, such as the Order number, Advertiser name or brand name, campaign name, and any number or other identifiable reference stated as required for invoicing in the Order;

(ii) Seller shall specify the amounts due for Custom Materials and/or any other fees as a separate line item in the Order;

(iii) for any pre-agreed fees or costs (e.g., talent, production, or other non-delivery expenses), Seller shall issue invoices as such costs are incurred, even if they occur prior to the start of Ad activity. Both Parties must agree to the fees or costs in writing, and the invoicing schedule for these costs will be documented in the Order or an amendment; and

(iv) for all Ad placements, the delivery and invoicing will be based on the specific pricing model and corresponding metric outlined in the Order.

c. Deficient Invoices. Failure to provide the required information in the invoice will render the invoice invalid, and the invoice will not be deemed to have been received by Buyer. Buyer has the right to decline the invoice and shall not be required to process payment under the invoice until it receives an invoice containing all of the information required. If Buyer declines an invoice hereunder, it shall provide notice thereof to Seller within the timeframe set forth in the Dispute Resolution section of the General Terms.

d. Proof of Performance. Upon request from Buyer, Seller shall provide proof of performance for the invoiced period, which may include access to online or electronic reporting. Upon request from Seller, Buyer shall provide relevant reporting data or access to third-party reports to support validation of delivery and performance for the same invoiced period.

21. REMEDIES.

a. Operational and Technical Remedies. If either Party identifies an operational, technical, delivery, placement, measurement, reporting, trafficking, standards-related, Invalid Traffic, non-human traffic, or other Order-compliance issue, that Party shall notify the other in writing. The receiving Party shall use commercially reasonable efforts to correct the issue within ten (10) business days after receiving such notice.

(i) **Makegood and Resolution Procedure.** If Seller materially under-delivers against any guaranteed Deliverable, and such shortfall is not attributable to Buyer's late, missing, damaged, incorrect, or unapproved Customer-Furnished Materials, the Parties shall first use commercially reasonable efforts to agree upon the conditions of a Makegood. A Makegood may include delivery within the same campaign or a later campaign for the same Advertiser or brand or any other mutually-agreed method to reasonably address the shortfall. All Makegood terms must be documented in writing.

(ii) **Unresolved Remedies.** If the underlying issue is not corrected within the ten (10) business day period, the Parties may mutually agree to elect one or more of the following remedies:

- (1) Makegood;
- (2) credit;
- (3) refund;
- (4) invoice adjustment;
- (5) removal or suspension of Ads; or
- (6) cancellation.

Where any such issue results in a material impact on campaign reporting or billing, the Parties shall cooperate in good faith to review the findings and determine the appropriate adjustments, which may include any of the remedies listed above. Any such resolution shall be agreed upon in writing. The Parties shall work in good faith to ensure that any such adjustments appropriately reflect the underlying vendor obligations and do not result in either Party bearing disproportionate third-party costs.

b. Legal or Equitable Remedies. Legal and equitable remedies apply to any breach of the Agreement, violation of Applicable Law, misuse of data, infringement, confidentiality violations, or any other matter governed by the Agreement or Applicable Law. The operational and technical remedies noted above do not limit or replace any rights available under this Section 21(b) or elsewhere in the Agreement. For any legal or contractual violation, the non-breaching Party may pursue any remedy permitted under the Agreement or Applicable Law, including, but not limited to:

- (i) termination;
- (ii) damages;
- (iii) indemnification; and/or
- (iv) any additional remedy provided under the Agreement.

22. DATA USAGE.

a. Use of Collected Data.

(i) **Advertiser and Agency Use.** Unless otherwise authorized in writing (excluding email) by the Parties (preferably in the Order):

- (1) **Advertiser's Use.** Advertiser shall not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing only if it is not joined with any Order Details or Digital Property Data; or (B) disclose Order Details of Seller or Digital Property Data to any Affiliate or third party.
- (2) **Agency's Use.** Agency shall not use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Additionally, Agency shall not use or disclose any Collected Data, or Digital Property Data obtained from Seller for Repurposing
- (3) Notwithstanding the foregoing, the restrictions in Section 22(a)(i)(2) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing); or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients, potential clients, and media companies on behalf of such clients or potential clients, for the purpose of media planning.

(ii) **Seller's Use.** Unless otherwise authorized by Buyer, Seller will not: (A) use or disclose Order Details of Buyer, 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 Order, compensating data providers in a way that precludes identification of Buyer, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the Order.

(iii) **Third-Party Requirements.** Each Party shall require any third party or Affiliate used by such Party in performance of the Order on behalf of such Party to be bound by confidentiality and non-use obligations at least as restrictive as those on such Party, unless otherwise set forth in the Order.

b. Third-Party and Subsequent-Party Tag Disclosure and Approval. Each Party shall provide the other Party with a written list of all third-party and subsequent-party tags (including those employing piggybacking technologies) that will be used to collect data, including a clear description of the data purpose for each Party.

(i) Seller has the right to review and approve all such tags prior to placement, and Seller may reject any Ad or tag at its sole discretion if it has not been approved or if the tag is deemed a risk to Seller's network or user privacy.

(ii) Buyer may also reject any Seller-provided tag that risks the security or proprietary nature of Buyer's data or violates the terms of the Order.

c. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. This applies regardless of whether Advertiser or Seller (on Advertiser's behalf) is the direct collecting entity. Any other use of such information will be set forth in the Order.

d. First-Party Data. Any First-Party Data shared between Buyer and Seller for the purposes of performing under the Order shall be used only for campaign targeting, measurement, and reporting under that specific Order, and in strict adherence to Applicable Law, including Privacy Laws. Neither Party shall Repurpose the other Party's First-Party Data for use in campaigns with any other advertiser or client or disclose it to any third party, unless explicitly authorized in the Order.

(i) For the purposes of verifying compliance and transmitting user consent signals, the Parties should utilize IAB Tech Lab standards (such as the Global Privacy Platform and platforms like the IAB Diligence Platform, where applicable).

e. Privacy Policies. Buyer and Seller shall post on their respective websites and adhere to their privacy policies, which shall comply with Applicable Law. Failure by a Party to continue to post a legally-compliant privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the Order by the other Party.

f. Confidentiality and Disclosure of Proprietary Data. Order Details shall constitute the Confidential Information of Buyer, and Digital Property Data shall constitute the Confidential Information of Seller. Each Party shall comply with its confidentiality obligations as set forth in the General Terms.

23. CAP ON DIRECT DAMAGES. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR AS EXPRESSLY SET FORTH IN SECTION 15 OF THE GENERAL TERMS, NEITHER PARTY'S LIABILITY UNDER THE ORDER SHALL EXCEED, IN AGGREGATE, (i) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THE ORDER TO WHICH THIS ADDENDUM APPLIES; OR (II) IF A DIFFERENT CAP AMOUNT IS EXPRESSLY SET FORTH IN THE ORDER, THAT SPECIFIC CAP AMOUNT INDICATED IN THE ORDER.