

DICK'S SPORTING GOODS MASTER ADVERTISING AGREEMENT

This Master Advertising Agreement (“**MAA**”) is entered into between Dick’s Sporting Goods, Inc., with its corporate address at 345 Court Street, Coraopolis, PA 15108 (hereinafter “**Publisher**”) and the advertising company (hereinafter “**Advertiser**”), referred to individually as a “**Party**” or collectively as the “**Parties**”.

DEFINITIONS

“**Ad**” means any advertisement provided by Advertiser to Publisher.

“**Advertiser**” means the advertiser under an applicable IO.

“**Advertising Materials**” means artwork, copy, content 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.

“**Deliverable**” or “**Deliverables**” means the inventory delivered by Publisher (*e.g.*, impressions, clicks, or other desired actions).

“**IO**” means a mutually agreed insertion order that incorporates or otherwise refers to this MAA, under which Publisher will provide certain Deliverables and deliver Ads on Publisher Properties for the benefit of Advertiser.

“**Publish**” means to publish, display, perform or transmit.

“**Publisher Properties**” means Publisher’s website located at www.dickssportinggoods.com, mobile applications and other properties that are specified on an IO and that are owned, operated, or controlled by Publisher.

“**Policy**” or “**Policies**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Publisher’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Publisher Properties on which the Ads are to appear), other editorial or advertising policies and Advertising Materials due dates, and the applicable policies of the Third Party Ad Server retained by Publisher or its Affiliate(s), including but not limited to: (i) the Google Platform Services Terms and Conditions available at <https://www.google.com/doubleclick/platform/terms/>; (ii) the Google Ad Manager Partner Guidelines available at <https://support.google.com/admanager/answer/9059370?hl=en>; (iii) the Platforms Program Policy available at <https://support.google.com/platformspolicy/answer/3013851>; (iv) the Google Publisher Policies available at https://support.google.com/admanager/answer/10502938?visit_id=637806193576315260-3196414784&rd=1; and (v) all other applicable policies available at <https://support.google.com/adspolicy/answer/54818?hl=en>, as such policies may be modified from time to time.

“**Representative**” means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

“**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.

“**Vendor Agreement**” means the Dick’s Sporting Goods Domestic Vendor Agreement between Publisher and Advertiser, if any, pursuant to which Publisher purchases goods from Advertiser, as the same may be amended from time to time.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

- a. IO Details. From time to time, Publisher and Advertiser (whether acting on its own behalf or through its duly authorized representative or agent pursuant to an executed media authorization acceptable to Publisher) may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO may specify: (i) the type(s) and amount(s) of Deliverables, (ii) the pricing for such Deliverables, (iii) the minimum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) such other details as the Parties may mutually agree.
- b. Availability; Acceptance. Acceptance of an IO will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of this MAA, will include paper, fax, electronic signature or e-mail communication) approval of the IO by the Parties, 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 the Parties.
- c. Revisions. Revisions to accepted IOs will be made in writing and approved by the other Party in writing.
- d. Publisher’s Right to Cancel or Terminate Orders. All advertisements are subject to Publisher’s prior written approval. Publisher reserves the right at its absolute discretion, and at any time, to cancel or terminate any IO as stated in this MAA, whether or not the same has already been acknowledged, accepted and/or previously Published, including, but not limited to, for failure to comply with the compliance obligations set forth in Section VIII(D). In the event of such cancellation, termination or removal by Publisher, Ads already run and to be run shall be paid for at the rate that would apply if the entire IO were Published and no short rate will apply.

II. AD PLACEMENT AND POSITIONING

- a. Ad Serving. Advertiser acknowledges that Publisher will track delivery of Ads through a Third Party Ad Server and agrees that the placement of Ads by such Third Party Ad Server constitutes Advertiser’s agreement to such Third Party Ad Server’s then-applicable terms and conditions.
- b. Compliance with IO. Publisher will comply with the applicable IO and will create a delivery schedule in its sole discretion. Publisher will provide, within the scope of the applicable IO, Ad(s) to the Publisher Properties specified on the IO when such Publisher Properties are visited by an Internet user.

- c. Technical Specifications. Publisher will submit or otherwise make electronically accessible to Advertiser technical specifications within two (2) business days of the acceptance of an IO. Changes by Publisher to the specifications of already-purchased Ads after the applicable two (2) business day period shall permit Advertiser to suspend delivery of the affected Ad for a reasonable time in order to (i) send revised Advertising Materials; (ii) request that Publisher resize the Ad at Publisher's cost within a reasonable time period; (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. Ad Positioning at Publisher's Discretion. IOs for Ads containing restrictions or specifying positions, facings, specific editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion.
- e. Errors in or Omissions of Ads. In the event of Publisher's errors in or omissions of any Ad(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error or omission (in no event shall such credit exceed the total amount paid to Publisher for the Ad), and Publisher shall have no liability unless the error or omission is brought to the Publisher's attention no later than sixty (60) days after the Ad is first Published. However, if a copy of the Ad was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by a Force Majeure event.

III. PAYMENT AND PAYMENT LIABILITY

- a. Rates & Payment Terms. Advertiser agrees to pay Publisher for the Deliverables achieved in accordance with the terms and conditions for compensation set forth in the applicable IO. Publisher will issue an invoice to Advertiser according to the schedule set forth in the IO or otherwise at such intervals as Publisher deems appropriate, such invoice to be paid in accordance with the terms of the IO. Notwithstanding anything to the contrary in the Vendor Agreement, the Vendor Agreement shall not limit (or be deemed to limit) Publisher's ability to invoice Advertiser for any amounts due pursuant to an IO. If Advertiser is required to pay a deposit pursuant to the applicable IO, the deposit amount set forth in the IO shall be due and payable to Publisher upon the execution of such IO.
- b. Set-Off Right. If Advertiser does not remit all amounts due hereunder in accordance with the terms hereof or otherwise set forth in the IO, in addition to the other rights and remedies Publisher may have pursuant to law or equity, Publisher may set off amounts due but unpaid against any credits owed or amounts payable by Publisher or any of its Affiliates to Advertiser or any of its Affiliates, whether or not arising from this MAA, including, without limitation, any payments due to Advertiser under the applicable Vendor Agreement.
- c. Taxes. Advertiser agrees that it is solely responsible for any and all sales and use taxes or any other transactional taxes arising from this MAA or any IO and remittance of such taxes to Publisher. Advertiser will indemnify and hold harmless Publisher for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse Publisher for any such liabilities incurred in connection with transactions contemplated by this MAA (including transactions resulting from any IO hereunder) to the extent Advertiser fails to pay and remit such taxes to Publisher.

- d. Late Payment. Interest may, at Publisher's discretion, be charged at a rate of one and a half percent (1.5%) per month on past due balances.
- e. Credit. Credit approval and limits are at the sole discretion of Publisher and may be adjusted or revoked at any time for any reason. Failure to pay invoices in accordance with terms may result in revocation of credit, cancellation of orders, interest fees and payment activity being reported to credit agencies.
- f. Reporting. Publisher may, in Publisher's sole discretion, make available to Advertiser reports regarding the performance of the Ads and related campaigns.

IV. TERM; CANCELLATION AND TERMINATION

- a. Term. Unless it is earlier terminated as provided under this MAA, the term of this MAA shall commence on the execution of the first IO between the Parties under this MAA and shall continue until the last end date of any IO entered under this MAA.
- b. For Cause. Either Party may terminate this MAA or any IO hereunder at any time if the other Party is in material breach of its obligations hereunder, which breach is not cured within ten (10) days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in this MAA with regard to specific breaches. In the event Advertiser breaches this MAA, Publisher may, in addition to its other remedies, refuse to Publish any or all of Advertiser's Ads.
- c. For Convenience. Without limiting Publisher's other termination rights herein or under law, Publisher may terminate this MAA or any IO hereunder for any reason upon thirty (30) days' prior written notice to Advertiser.
- d. Effects of Termination. In the event of any termination of any IO: (i) Publisher shall have no obligation to Publish any Ads under any IO entered into pursuant to this MAA, (ii) Publisher may remove or cancel any Ads which have been Published and (iii) Advertiser shall remain liable for any amount due under an IO for Ads Published by Publisher and such obligation to pay shall survive any termination of this MAA.
- e. Cross-Default. A breach by Advertiser under this MAA shall also constitute a breach by Advertiser under (i) the Vendor Agreement and/or (ii) any other agreement(s) between Advertiser and Publisher or Publisher's Affiliates (each of (i) and (ii), a "**Related Agreement**"), and any breach by Advertiser under any Related Agreement shall constitute a breach by Advertiser under this MAA, entitling Publisher to exercise all rights and remedies available to it hereunder or under any Related Agreement, as applicable.

V. MAKEGOODS

- a. Notification of Under-Delivery. Publisher shall have the right, but not the obligation, to monitor delivery of the Ads during the IO term. Within a reasonable period of time after the applicable IO end date, Publisher will notify Advertiser if Publisher becomes aware of any actual under-delivery and, in such case, Advertiser and Publisher may arrange for a makegood consistent with this MAA.
- b. Makegood Procedure. If Publisher becomes aware that actual Deliverables for any campaign fall below 97.5% of the estimated levels, as set forth on the IO, Publisher shall

have the right, in its sole discretion, to offer a makegood flight at the time of the shortfall or to issue to Advertiser a credit in an amount equal to the amounts paid or payable by Advertiser for the Deliverables subject to the shortfall, which credit may be applied only towards an extension of an Ad included in the IO or to a future IO for Ads on the Publisher Properties.

VI. BONUS IMPRESSIONS

Advertiser will not be charged by Publisher for any Deliverables above the amount set forth on the IO, up to 2.5% above such amount (the “**Capped Levels**”). Publisher shall notify Advertiser in the event that Publisher anticipates the Deliverables will exceed the Capped Levels with regard to an Ad and request Advertiser’s approval with regard to the additional Deliverables above the Capped Levels. In the event that Advertiser provides such approval, Advertiser shall be obligated to pay for the additional Deliverables according to the rate card attached to the IO. In the event that Advertiser does not approve the additional Deliverables (or does not reply to Publisher’s request), Advertiser shall have no obligation to pay for Deliverables above the Capped Levels under the applicable IO.

VII. FORCE MAJEURE

Except for Advertiser’s payment obligations, neither Party will be liable for delay or default in the performance of its respective obligations under this MAA 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, acts of Third Parties not within a party’s control or labor disputes. 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 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.

VIII. AD MATERIALS

- a. Submission. Advertiser will submit Advertising Materials pursuant to Section II(b) in accordance with all applicable Policies.
- b. Modification. Publisher shall have the right to 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 this MAA and any written instructions provided on the applicable IO.
- c. Late Creative. If Advertising Materials are not received by the IO start date, Publisher will begin to charge 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 applicable Policies, Publisher is not required to guarantee full delivery of the IO. The Parties will negotiate a resolution if Publisher has received all required Advertising Materials in accordance with this Section VIII(a) but fails to commence a campaign on the IO start date.

- d. Compliance. Publisher reserves the right within its discretion and without notice to Advertiser to reject, suspend or remove from its Publisher Properties any Ads:
 - i. 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 the Policies;
 - ii. that in Publisher's sole reasonable judgment, do not comply with applicable Law (as hereafter defined);
 - iii. for which the Advertising Materials or the website to which the Ad is linked are, or may tend to (1) bring, disparagement, ridicule, or scorn upon Publisher, its Affiliates or Third Party Ad Server, or (2) feature pornographic content; or
 - iv. which are or may infringe, misappropriate or violate any Third Party's intellectual property rights or are the subject of any claim or threat regarding any such infringement, misappropriation or violation.
- e. Damaged Creative. If Advertising Materials provided by Advertiser are damaged, not to Publisher's specifications, or otherwise unacceptable, Publisher will use commercially reasonable efforts to notify Advertiser within five (5) business days of its receipt of such Advertising Materials.
- f. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- g. 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 this MAA or an IO without the other's prior written approval.

IX. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

- a. Representations and Warranties. Advertiser represents and warrants that: (i) the Ads purchased under an IO as provided by Advertiser to Publisher and Advertiser's websites, mobile sites, applications, e-mail campaigns and/or similar services that are associated with Ads purchased under an IO and all Advertising Materials shall comply with: (a) the terms of this MAA, including all applicable Policies; and (b) all applicable federal, state and local laws, rules and regulations and any judicial or administrative order and self-regulatory guidelines and rules, including without limitation the Self-Regulatory Principles for Online Behavioral Advertising, any other rules of the Digital Advertising Alliance, as may be amended from time to time (collectively, "**Laws**") including, but not limited to, the Americans with Disabilities Act and related legislation and regulations (the "**ADA**") (and will at a minimum conform to the requirements of the Website Content Accessibility Guidelines (WCAG) version 2.1), (ii) the Ads and Advertising Materials will contain all necessary consumer disclosures required by applicable Laws and a conspicuous link to a clear, accurate and up-to-date privacy policy (and Advertiser shall not violate the terms of such disclosures) that: (a) discloses (1) the usage of Third Party technology; (2) the participation of Third Party service providers; and (3) the data collection and usage by such service providers and from such Third Party technology; and (b) complies with all privacy Laws; (iii) it will not merge personally identifiable information with information

previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; (iv) all Ads provided to Publisher are complete, correct and current; (v) any Ad or other material (including, but not limited to, product samples) submitted by Advertiser and/or created by Publisher on behalf of Advertiser, and any material to which such Ad or other material links or refers, complies with all Laws and does not violate the personal or proprietary rights (including, but not limited to, any copyright, patent, trademark, service mark, privacy and publicity rights) of, and is not harmful to, any person, corporation or other entity; (vi) Advertiser has the corporate power, authority and legal right to perform its obligations under each IO and has taken all necessary actions to authorize the execution and delivery of each IO and the performance of Advertiser's obligations thereunder; and (vii) the signatory for Advertiser on each IO has the power, authority and legal right to enter into the IO on behalf of Advertiser. Without limiting the foregoing, Advertiser represents and warrants that none of the Ads, ad tags (if any) or any other materials provided to Publisher will cause the download or delivery of any software application, executable code, any virus, malware, spyware, unwanted software or malicious or social engineering (e.g., phishing) code or features.

- b. Indemnification. Advertiser will defend, indemnify, and hold harmless Publisher and each of its Affiliates and Representatives from Losses resulting from any claim, judgment, or proceeding (collectively, "Claims") brought by a Third Party resulting from (i) Advertiser's alleged breach of its confidentiality obligations or the representations, warranties or covenants under this MAA, (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 fourteen (14) days prior to the violation giving rise to the Claim), (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Publisher in accordance with this MAA or an IO; (iv) any violation of the ADA, CAN-SPAM Act, the TCPA Act or other Laws relating to Advertiser's Ads, including, but not limited to, commercial messages e-mailed or sent via text message/SMS or pre-recorded voice message on Advertiser's behalf by Publisher; or (v) the sale, purchase or use of any products and/or services promoted, sold, presented and/or contained in Advertiser's Ads.
- c. Procedure. Publisher will promptly notify Advertiser of all Claims of which Publisher becomes aware (provided that a failure or delay in providing such notice will not relieve Advertiser's obligations except to the extent Advertiser is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to Advertiser at Advertiser'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. Publisher agrees that Advertiser will have sole and exclusive control over the defense and settlement of all Claims; provided, however, Advertiser 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.
- d. DISCLAIMER; No Impression Guarantees. Publisher makes no guarantee or representation as to the viewability and/or quantity and/or quality of visits, impressions, circulation, or other usage of Third Party Ad Servers or Publisher's Properties or of any particular Ad, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser acknowledges and agrees that Ads and Ad impressions Published on Third Party Ad Servers and Publisher's Properties may be viewed by end users located in and/or outside the United States.

- e. DISCLAIMER; GENERAL. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREUNDER,
- i. PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON THE PUBLISHER PROPERTIES. THE PUBLISHER PROPERTIES ARE PROVIDED “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS,” AND ADVERTISER USES THEM AT ITS OWN RISK. PUBLISHER, ITS AFFILIATES, AND ITS REPRESENTATIVES DO NOT MAKE ANY GUARANTEE IN CONNECTION WITH THE PUBLISHER PROPERTIES OR RESULTS THEREOF. PUBLISHER MAKES NO PROMISE TO INFORM ADVERTISER OF DEFECTS OR ERRORS. PUBLISHER DOES NOT WARRANT THAT PUBLISHER’S DELIVERY OF ADS WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS; and
 - ii. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to the use of any Third-Party Ad Servers and the Publisher Properties, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Ads, (b) advertising results; (c) the accuracy of audience data (including, but not limited to, audience demographic data, audience size/reach data, etc.); (d) information and data security; (e) the availability, uptime and delivery of any impressions or advertisements on any Third Party Ad Server and/or on any Publisher Property; (f) the quantity, quality or frequency of clicks or click-through rates of advertisements on any Third Party Ad Server or Publisher Property; (g) the viewability of any advertisements on any Third Party Ad Server or Publisher Property; and (h) the prevention of end users’ uses or engagement of ad blocking technology on any Third Party Ad Server or Publisher Property. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser’s advertisements displayed on any Third Party Ad Server or Publisher Property. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions.

X. LIMITATION OF LIABILITY

IN NO EVENT SHALL PUBLISHER, OR ITS AFFILIATES, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES RESULTING UNDER THIS MAA. ADDITIONALLY, PUBLISHER’S TOTAL AGGREGATE LIABILITY TO ADVERTISER WILL NOT EXCEED THE ACTUAL FEES PAID BY ADVERTISER UNDER THE APPLICABLE IO DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. EACH OF THE FOREGOING LIMITATIONS AND DISCLAIMERS OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND SHALL NOT APPLY TO CLAIMS ARISING FROM PUBLISHER’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

XI. NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

- a. Definitions and Obligations. “**Confidential Information**” shall include, but not be limited to, any and all information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, concerning the disclosing Party (“**Discloser**”) and/or its Affiliates that is disclosed or otherwise provided by or on behalf of the disclosing Party to the receiving Party (“**Recipient**”) and/or any Representative of such Recipient, including but not limited to, any trade secret; confidential or non-public information (including, but not limited to, any materials or information designated as being proprietary or confidential); knowledge or data, whether of a technical or commercial nature (including, but not limited to, Performance Data and Site Data); sales or production records or data; long and short term goals; license arrangements and terms; records; ledgers; business correspondence; memoranda and other records databases; programs; business development plans; products and technologies; designs; sales and marketing plans; development plans; trademarks; patents, patent filings and technology; copyrighted material; marketing strategies; other confidential business information related to the conduct or strategy of the business of the Discloser; the terms of this MAA or any IO; other information relating to the business of the Discloser that is not known generally to the public or in the industry; and any other information provided to the Recipient. 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 a Representative of Recipient or a Third Party who has a need to know, and who is bound by confidentiality obligations at least as protective as are those obligations set forth in this section. Recipient will not use Discloser’s Confidential Information other than as necessary to perform its obligations or exercise its rights under this MAA.
- b. Exceptions. Notwithstanding anything contained herein to the contrary, “Confidential Information” shall not include information that: (i) the Recipient can show was in the public domain prior to the time of the Discloser communication thereof to the Recipient; (ii) entered the public domain subsequent to the time of the Discloser’s communication thereof to the Recipient other than as a result of a breach of this MAA by the Recipient; (iii) was in the Recipient’s lawful possession at the time of the Discloser’s communication thereof to the Recipient, provided that the source of such information was not known by the Recipient, after reasonable inquiry, to be subject to a confidentiality or similar obligation with respect to such information; (iv) can be shown by documentation to have been independently developed by the Recipient without use of or reference to any Confidential Information; or (v) the Discloser has authorized the Recipient, in writing, to disclose. 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 this MAA; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.
- c. Additional Definitions. As used herein the following terms shall have the following definitions:
- i. “**IO Details**” are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

- ii. **“Performance Data”** is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.
 - iii. **“Site Data”** is any data that is (A) preexisting Publisher data used by Publisher pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Publisher, Publisher’s Site, brand, content, context, or users as such; or (C) entered by or collected from users on any Publisher Site.
 - iv. **“Collected Data”** consists of IO Details, Performance Data, and Site Data.
- d. Ownership and Use of Collected Data.
- i. As between the Parties, Publisher exclusively owns all Performance Data and Site Data. IO Details shall be the Confidential Information of both Parties.
 - ii. Advertiser and its Advertising Materials may not collect or use any Site Data.
 - iii. Publisher will provide Performance Data to Advertiser (e.g., via the Third Party Ad Server), which shall remain Publisher’s Confidential Information but may be used by Advertiser for its internal business purposes. Performance Data shall be anonymized and aggregated (i.e., not identifying any users or user devices).
 - iv. 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. Privacy Policies. Advertiser and Publisher will post on their respective Websites 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.

XII. MISCELLANEOUS

- a. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this MAA shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this MAA.
- b. 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 this MAA. 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 this MAA, including any applicable Policies. Subject to the terms and conditions of this MAA, Advertiser grants to Publisher a limited, royalty-free, non-

exclusive license to, directly or indirectly, reproduce, publish, and distribute each Ad, including all of Advertiser's intellectual property rights contained therein, in the Publisher Properties and Third Party Ad Servers in accordance with the terms of this MAA and the applicable IO.

- c. Assignment; No Assignment of Advertisement. Advertiser may not assign, delegate, transfer, sublicense, or encumber any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Publisher. Any assignment in violation of this MAA shall be null and void. The terms of this MAA will be binding upon and inure to the benefit of the Parties and their respective permitted transferees, successors and assigns. Advertiser may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser authorize any others to use any advertising space.
- d. Entire Agreement; Counterparts. Each IO, including the terms of the campaign brief that is incorporated by reference therein (the “**Campaign Brief**”) and this MAA, 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. In the event on any inconsistency between the terms of this MAA, an IO and the corresponding Campaign Brief, the terms of this MAA shall control, followed by 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.
- e. Governing Law; Jurisdiction. This MAA shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Allegheny County, Pennsylvania, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper.
- f. WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS MAA IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MAA. EACH PARTY AGREES THAT ANY CLAIMS BROUGHT IN CONNECTION WITH THIS MAA WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH PARTY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT TO SUCH CLAIMS.
- g. Notice. All notices required to be given hereunder shall be given in writing and sent by mail, courier service, express mail service, or personally delivered to the respective addresses: (i) if to Advertiser, to the address set forth on IO and (ii) if to Publisher, to 345 Court Street, Coraopolis, PA 15108 to the attention of Chief Financial Officer and

simultaneously delivered copy to the same address attention Legal Department, in each case as such address may be updated from time by written notice to the other Party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid certified or registered mail; notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

- h. Survival. Sections III, IX, X, XI and XII will survive termination or expiration of this MAA. 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 this MAA.
- i. Headings. The paragraph headings are for the convenience of reference only and shall be given no legal effect.