

By signing this authorization, the client/advertiser identified above (“Advertiser” and sometimes referred to as “We,” “Our,” or “Us”) hereby authorizes Mile Marker, LLC (“Agency”) to purchase the media and other ancillary costs and expenses on Our behalf/benefit and as Our agent. We agree that total cost or allocations set forth above may be subject to adjustments due to media rate changes, short rates, or schedule changes etc., that the advertising in this estimate is subject to the agreed media vendor’s terms and conditions and cancelable only in accordance with the rules and/or regulations on the contracts/insertion orders applicable to the separate media listed. We further authorize Agency to move dollars within the schedule (but not to exceed aggregate dollars approved in this authorization) to meet our overall needs and, as to multimedia advertising, we recognize that positioning is not guaranteed by vendors unless otherwise stated. We agree to make payments to Agency within thirty days from the date of receipt of invoice from Agency or otherwise sufficiently in advance of media vendor invoice payment date. Agency shall not be required to release funds to the media vendors until payment from Us to Agency has cleared.

We also agree that to the extent the quoted costs for the above identifies an Agency a proprietary technology fee or performance/value based media, then such costs include and incorporates media costs, technology costs as well as other costs and fees of agency/its affiliates, associated with data, staffing talent and technology utilized to obtain the media and technology (“Media Cost”). We understand that Our use of these items is not mandatory, that invoices for related Media Cost will be issued as a single aggregated invoice based on aggregated delivery and will not be separately detailed by costs or fees; and that these authorized expenditures are fee inclusive unless otherwise stipulated.

We grant Agency a non-exclusive, worldwide, fully paid license (with the right to sublicense to third party vendors to perform the services) to use, reproduce, distribute, modify, store, publicly display and publicly perform the Advertiser Materials in connection with performing this Agreement. Advertiser represents and warrants that it has obtained and can demonstrate on request all necessary rights, licenses, registrations, consents and required notices (where applicable) for Agency’s use of Advertiser Materials as provided hereunder. Advertiser further represents and warrants that its sharing or transfer of Advertiser Materials hereunder are in compliance with all laws, rules, and regulations, and the use of same by Agency or any third-party vendor as contemplated hereunder will not violate any laws, rules, or regulations. “Advertiser Materials” hereunder means: information, data or material, including without limitation, graphic design, copy writing, animation, sound production, video, graphic production, html, code, software, data, databases, keywords (including those requested by Advertiser), links, cookies, pixels, tags, locally shared objects, methodologies, programs, tools, marketing strategy documents, advertising materials and other creative or marketing materials or product information, that is provided or approved by or on behalf of Advertiser or provided directly or indirectly to or by Advertiser or any third party vendors in connection with services provided hereunder.

In addition to the terms outlined herein, We agree that when LiveRamp is utilized (and where LiveRamp terms apply) that the LiveRamp data processing addendum governs Advertiser’s sharing of first party data (“Advertiser 1PD”) with LiveRamp (currently located at <https://liveramp.com/legal/dpa/>) in connection with the delivery of Advertiser’s media under related insertion orders. Similarly, when The Trade Desk or other platforms include data processing addendums in their agreements (each a "Platform DPA"), such Platform DPA governs Advertiser’s sharing of Advertiser 1PD with such platform. In connection with the processing of Advertiser 1PD by LiveRamp and/or any other Platform DPA, Advertiser acknowledges that it is a disclosed principal bound to comply with the terms of the relevant data processing addendum as Data Controller of the Advertiser 1PD. Agency agrees to follow Advertiser’s instructions and to provide reasonable assistance to Advertiser to assist Advertiser with its obligations under the above referenced data processing addendums.