

Insertion Order Terms:

This addendum (the “Addendum”) is to be applied to online and offline reserved and real time media buys where applicable for all channels, screens, platforms, and types. This Addendum is to accompany and form an incorporated part of the insertion orders (the “IOs”) and represents the agreement for media buys between the media vendor named in the IO (“Media Company” or “Media Vendor”) and Mile Marker LLC (“Agency”) as agent for the advertiser named therein (“Advertiser”). To ensure compliance with EU GDPR please omit all addresses outside of the U.S. for all direct mail list orders. Advertiser and Media Company agree to be bound by the IO as modified by this Addendum. No conditions other than those set forth herein shall be binding on Advertiser unless specifically agreed to in writing by the Agency. Any handwritten changes by a Media Company to a fully executed IO shall not be binding upon Agency or Advertiser. All changes to an IO must be incorporated into the notes section of the IO by the Agency and approved in writing by the Agency. By accepting this order, it is agreed that except as modified herein, this IO is governed by the above IO Details and the following terms:

- a. For Print, Out of Home, Local Radio and Local TV: Agency buys on behalf of Advertiser and, unless noted otherwise on the face of this IO, as agent for the Advertiser named above as a disclosed principal. Except as otherwise stated on the face of the IO, current AAAA terms and conditions apply for out-of-home (all types), print (excluding digital), local radio and local TV. Media Company agrees to comply with the competitive separation requirements provided by Agency and/or Advertiser.
- b. For Digital Media (inclusive of CTV and other addressable media): IAB/AAAA Terms and Conditions Version 3.0 - Dec 2009 set forth by the IAB/AAAA found at: <http://www.iab.net/guidelines/508676/tscs3> as amended or added from time to time, including the then currently existing IAB CCPA Compliance Framework for Publishers & Technology Companies (whether in draft or in final is deemed “final” as of the date of this IO) (collectively “IAB Terms”).
- c. Except as noted herein, no other terms or conditions apply to this IO. Should there be any conflict or ambiguity between the provisions of this IO and the IAB/AAAA Terms, or any other agreement between the Agency, the Advertiser or the Media Company (including those related to managed service programmatic buys) (“Other Agreement”), then the terms of precedence shall be this IO, then the IAB/AAAA Terms, and then the Other Agreement. Capitalized terms not defined or otherwise modified herein shall have the meaning set forth in the IAB Terms.
- d. No other preprinted or click through terms shall be of any force or effect and this IO supersedes all prior and contemporaneous understandings, agreements, negotiations, representations, insertion orders, and communications, both written and oral. Agency will not pay an amount higher than the amount shown above.
- e. Advertisements must be published/appear in strict accordance with the information detailed on this form and in a manner that will comply with all federal, state and local laws, rules, ordinances, regulations and the like related to same. Media Company is responsible if it fails to do so (including, for avoidance of doubt, those matters arising out of the location, installation, maintenance, or failure to remove advertising promptly following the term of this IO).
- f. Media Company agrees that Advertiser, and not Agency is ultimately responsible for payments under this IO, and Agency is not responsible to the Media Vendor until it receives the relevant cleared funds from the advertiser; if, as a convenience to the Media Vendor, Agency makes payments before it receives payments from the advertiser (each a “Prepayment”), then it is agreed that until Advertiser pays Agency, Agency may at its election, upon notice to Media Company (email being sufficient), direct the Media Company

- to either apply the Prepayment to any other amounts then outstanding to the Media company for any Agency client, or to provide Agency with a prompt refund for same.
- g. Notwithstanding the terms of the AAAA or the iab, Advertiser, and not Agency, agrees to defend, indemnify and hold harmless Media Vendor, Agency, and their respective affiliates, officers, employees and agents from any and all losses incurred as a result of a third party claim, judgment or proceeding relating to or arising out of Advertiser's unaltered (unless such alteration is with the approval of Agency or Advertiser) content or subject matter of any advertisement to the extent used by Media Vendor in accordance with these terms and conditions, including but not limited to allegations that such content or subject matter violate the right of a third party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action;
 - h. Media Vendor agrees the content of the advertisement including specific pricing and promotions is confidential information and Media Vendor will: a) treat such information as confidential, b) have appropriate security measures in place to protect this information, c) not release the information to anyone not bound by this confidentiality obligation (including contractors) until the first day of distribution for the issue date listed on this order. Media Vendor also agrees that it is responsible for any breaches by its agents, employees or contractors and the Advertiser listed above is a third-party beneficiary to these terms; and
 - i. If requested, Media Company will sign an appropriate data protection agreement with Advertiser (or with Agency on behalf of Advertiser) and will process all Personal Information (as such term is defined or otherwise understood from Data Protection Laws) in accordance with any such data protection agreement. Further, Media Company agrees that it will only process Personal Information in accordance with all applicable Data Protection Laws, and, if Advertiser is the controller of such Personal Information, the Media Company agrees to process same only to the extent expressly permitted to do so by Advertiser. Toward that end, Media Company warrants that: (i) it has obtained all necessary consents and permissions from data subjects / consumers to allow the collection, processing and sharing of Personal Information; (ii) it can provide evidence of applicable consent or permission if required by Agency or Advertiser; (iii) it maintains an appropriate privacy policy and privacy disclosures in order to comply with Data Protection Laws; (iv) it has not obtained any Personal Information using fraudulent, deceptive, or misleading means or any means that violate any applicable law; and (v) it will cooperate with Advertiser in relation to any requests from data subjects / consumers to access or delete their Personal Information or to otherwise exercise their rights under Data Protection Laws. "Data Protection Laws" means applicable laws relating to the processing and protection of Personal Information, including, without limitation, the California Consumer Privacy Act as updated and amended by the California Privacy Rights Act of 2020 ("CCPA"); the Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022; the Colorado Privacy Act; the Utah Consumer Privacy Act of 2022 and the Virginia Consumer Data Protection Act, in each case, as changed, supplemented, amended, or replaced thereafter.

Payment Terms:

1. Payment terms are Net 60 days of Invoice Date; provided, however, no invoice shall be sent by the Media Company until on or after 30 days from the Media Start Date as set out in the above IO Plan Details.
2. Payment will be based on actual inventory delivered by placement per calendar month in accordance with the contracted placement levels in the IO Plan Details.

- a. For placements with monthly breakouts, if actual delivery exceeds the contracted calendar month quantity for a placement, only the contracted calendar month cost for the placement will be paid.
 - b. For placements without monthly breakouts, if actual delivery exceeds the total contracted quantity for a placement, only the total contracted cost for the placement will be paid.
3. In the case of under delivery, Agency may or may not choose to roll inventory over to the next calendar month.
4. If canceled, all unfulfilled contracted commitments are void and Agency will only pay for even delivery through the cancel date as established herein.
5. The failure of the Media Company to send an invoice to Agency within 180 days of delivery of the Deliverables under this IO shall be deemed a waiver of the right to payment for such Deliverables.
6. Unless expressly agreed by the parties in writing to the contrary, neither Agency nor Advertiser is required to make final payment unless all specified/ordered advertising guarantees/terms have been met.