

MICROSOFT INVEST ADVERTISING AGREEMENT

IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN THE UNITED STATES OF AMERICA (“UNITED STATES”), PLEASE READ THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SECTION 11). IT AFFECTS HOW DISPUTES ARE RESOLVED.

This Microsoft Invest Advertising Agreement (“**Agreement**”) is between the individual or entity named in your Microsoft Invest account (“**Company**”, “**you**” or “**your**”) and the Microsoft entity identified in Section 16 (“**Microsoft**”, “**we**”, “**us**”, or “**our**”) regarding Microsoft Invest, a demand-side platform as offered by Microsoft (“**Microsoft Invest**”) (see <https://about.ads.microsoft.com/en-us/solutions/xandr/advertiser-platform-invest-dsp-premium-content> and any successor links (“**Microsoft Invest Site**”). You accept this Agreement by signing up for or placing an order for Microsoft Invest or continuing to use Microsoft Invest after being notified of a change to this Agreement. In addition to these terms, this Agreement consists of any “**Orders**” (an order you place with us for advertising), our then-current rules and requirements for Microsoft Invest on the Microsoft Invest Site, our policies available at <https://microsoftapc.sharepoint.com/teams/XandrServicePolicies> (collectively, “**Microsoft Invest Policies**”), any additional terms and conditions (including any exhibit attached to this Agreement, pricing sheet, or addenda) presented to you by Microsoft and its partners applying to all or certain features of Microsoft Invest, and, if your principal place of business is in the United States, the Arbitration Agreement and Class Action Waiver. **If Company is using Microsoft Invest to place advertisements on behalf of another entity (an “Advertiser”), Company represents and warrants that it is authorized to act on behalf of the Advertiser and has bound the Advertiser to the Agreement and all references to Company in these Terms will also apply to such Advertiser. If Company has not bound an Advertiser to this Agreement, Company will be responsible for performing any obligation, including any contractual or non-contractual disputes and claims of any nature, the Advertiser would otherwise have had under this Agreement. Microsoft may share Advertiser-specific information with Company and Advertiser as part of the Microsoft Invest service.**

Section 1. Microsoft Invest. Your use of Microsoft Invest is subject to all of the terms of this Agreement. You are solely responsible for the security and use of your account, including login criteria, management of the account by third parties, and use of the Microsoft Invest service. As part of Microsoft Invest, Microsoft and its partners may also make available to Company certain optional products and/or features to assist Company with the purchasing, selection or generation of ads, data, or other related services, which may be subject to Company’s agreement to additional terms and conditions that apply specifically to such products and/or features (e.g., as referenced in or attached to this Agreement, through an online click-through agreement, or notice in the UI). Company is not required to use these optional products and/or features and, as applicable, may opt-in or opt-out of using these products and/or features. However, if you use these products and/or features, then you will be solely responsible for such use. You may choose to use preview, beta, or other pre-release features of the Microsoft Invest services (“**previews**”) that we may make available. Previews may contain features that are unsupported and not fully tested. If you provide Microsoft feedback about its services including previews (“**submission**”), you grant Microsoft and its partners rights to use the submission for our own internal purposes, including to improve or promote our services. Microsoft and its partners may change Microsoft Invest at any time to add, remove, or modify Microsoft Invest features. Upon our reasonable request, you shall make available to us all information necessary to demonstrate your compliance with this Agreement.

Section 2. Content Usage and Moderation. You authorize us and our partners, including our customers, to (a) reproduce, publicly perform, publicly display, and transmit your advertising materials and feed data provided to us in connection with this Agreement (“**Content**”) and certain other information relating to your use of Microsoft Invest on products, web sites, applications, software, or services developed, owned or operated by Microsoft or its partners (“**Microsoft Offerings**”), (b) reformat, edit, modify, aggregate, and create derivative works of Content for display on Microsoft Offerings, (c) reproduce, publicly perform, publicly display, and transmit your name and logo in connection with our provision of Microsoft Invest to you, and (d) disclose or make otherwise available Content and other information relating to your use of Microsoft Invest as required by applicable law, or judicial or other governmental or regulatory order. Microsoft and its partners reserve the right to review and

restrict your Content to the extent we or our partners deem necessary, including as required by law. More information on our content review and moderation process is available in the [Microsoft Invest Policies](#).

Section 3. Prohibitions. You will not, directly or indirectly: (a) access or use Microsoft Invest or provide Content to us or our partners for Microsoft Invest that in any way violates applicable law, [Microsoft Invest Policies](#), or this Agreement; (b) generate automated, fraudulent, or otherwise invalid impressions, inquiries, clicks, or conversions; (c) use any automated means or form of scraping or data extraction to access, query, or otherwise collect, copy, reproduce, distribute, publicly perform, or publicly display advertising-related information from Microsoft Invest; (d) attempt to interfere with the operation of Microsoft Invest; (e) reverse engineer any aspect of Microsoft Invest or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of Microsoft Invest; or (f) access or use Microsoft Invest or provide Content to us for Microsoft Invest that contains, distributes or results in the delivery of any form of virus or malware or any malicious software code. Enforcement of this Section 3 is solely at Microsoft and its partners' discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

Section 4. Payments. You will pay us amounts owed hereunder by the due dates reflected on the date of invoice. You must dispute charges within 60 (sixty) days following the date on which such charge was posted to your accounts. For more information, please visit <https://help.ads.microsoft.com/#apex/ads/en/ext60325> customer impact FAQ. The amounts payable pursuant to this Agreement do not include any sales, value added, goods and services or similar taxes ("Transaction Taxes") and each party shall pay to the other party any Transaction Taxes that are owed by that party solely as a result of entering into this Agreement and which are required by law to be collected. A party may provide to the other party a valid exemption certificate in which case the other party shall not collect any Transaction Taxes covered by the certificate. If taxes are required to be withheld on any amounts otherwise payable, such taxes shall be deducted from the amount otherwise owed and shall be paid to the appropriate tax authority, and the withholding party shall secure and deliver to the other party an official receipt for any taxes withheld. The parties are not liable for any taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to transactions contemplated under this Agreement, and all such taxes shall be the financial responsibility of the party who is obligated by operation of law to pay such tax.

Section 5. No Warranties; Limitation of Liability. Neither Microsoft nor its partners make any representations about the quality or availability of Microsoft Invest or anything else and Microsoft and its partners disclaim all warranties and guarantees (express, implied, statutory, or otherwise, including those of merchantability, fitness for a particular purpose, non-infringement, and workmanlike effort) to the greatest extent allowed under applicable law. You access and use Microsoft Invest entirely at your own risk. All aspects of our or our partners' performance and services are "as is," "with all faults," and "as available." To the greatest extent allowed under applicable law, neither party is liable for any special, incidental, consequential, exemplary, punitive, or other indirect damages related to this Agreement (including for loss of data or profits), foreseeable or not, regardless of the theory of liability. The maximum, aggregate liability of either party to the other, and to all third parties: (a) for all claims related to this Agreement is limited to \$5,000 USD; and (b) subject to the foregoing clause (a), for any given claim is the amount paid by you to us under this Agreement for the ad campaign from which that claim arose. Nothing in this Section 5 applies to (y) your payment obligations or Section 6; or (z) either party's liability from fraud or gross negligence.

Section 6. Indemnity. You will defend and indemnify us and our partners (and our respective directors, officers, employees, affiliates, and agents) from and against all claims, demands, suits, or other assertions of rights by any third party (including, if you are a Company entering into this Agreement on behalf of an Advertiser, the Advertiser), and all resulting judgments, settlements, and expenses (including attorneys' fees and costs), that arise out of or relate to Content, your use of Microsoft Invest, or your breach of any term of this Agreement. To the extent any direct participants in your Microsoft Invest advertising transactions have any rights or obligations under this Agreement, such direct participants are intended third-party beneficiaries of this Section 6.

Section 7. Term and Limitation of Remedies. This Agreement begins when you accept it and continues until terminated immediately on written notice pursuant to Section 10 of this Agreement. Either party may terminate this Agreement, and your participation in Microsoft Invest, at any time, for any or no reason, immediately on written notice. Sections 2, 4 through 18, as well as your warranty in the preamble, survive termination.

Section 8. Data and Privacy. The Microsoft Ad-tech Platform Data Processing Addendum available at <https://microsoftapc.sharepoint.com/teams/MicrosoftAd-techPlatformPrivacyRegulations/SitePages/Microsoft-Ad-tech-Platform-Privacy-Regulations.aspx> (“**Addendum**”) is incorporated by reference in to this Agreement. Terms capitalized in this Section 8 but not otherwise defined in the body of this Agreement shall have the meanings given to such terms in the Addendum. The Addendum sets forth the parties’ respective roles under Data Protection Laws, including for Microsoft Invest services. We use Personal Data that we Process (“**Microsoft Invest Data**”) as a Controller, as denoted in the Addendum, in connection with Microsoft Invest services for the purposes of delivering Microsoft Invest and other related advertising services, reporting and performance analysis, and for our own purposes, including, but not limited to, the improvement of our services. Where we are a Processor, we use applicable Microsoft Invest Data to provide Microsoft Invest and related advertising services requested by you and as further identified in the Addendum. We collect, use, and disclose Microsoft Invest Data as described in the Microsoft Privacy Statement available at <https://privacy.microsoft.com/en-us/privacystatement>. We do not disclose Microsoft Invest Data collected as a result of your use of Microsoft Invest with other advertisers or third parties in any form that identifies individuals personally. We may use other data relating to your use of Microsoft Invest for the purpose of delivering Microsoft Invest and other related services, reporting and performance analysis, and for our own purposes, including, but not limited to, the improvement of our services.

The Addendum sets forth yours and our obligations with respect to all Personal Data you make available to or cause Microsoft to Process in connection with your use of Microsoft Invest. Microsoft and you each represent and warrant that they are and will remain in compliance with the Addendum. Further, you agree to comply with all Microsoft Invest policies with respect to your use of Microsoft Invest Data that may be made available to you.

Section 9. Changes. We may make non-material changes to the Agreement at any time without advance notice, but we will provide at least 15 (fifteen) days’ prior notice of any material changes to the Agreement. All changes will apply prospectively, and using Microsoft Invest after the changes become effective means you accept the changes. If you don’t accept the changes, you must stop using Microsoft Invest. We may change the [Microsoft Invest Policies](#) at any time, without notice to you and with prospective effect.

Section 10. Notices. We may send you notices via the email address you gave us. Notices emailed to you are deemed given when sent. We will notify you of changes to the Microsoft Invest Agreement or [Microsoft Invest Policies](#) by posting the change to the terms on the Microsoft Invest Site. If you want to notify us, you must send first class mail to Microsoft at the following address:

Attn: Microsoft Advertising Legal and Corporate Affairs
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA

Section 11. Binding Arbitration Agreement and Class Action Waiver if Your Principal Place of Business is in the United States. We hope we never have a dispute, but if we do, you and we agree to try for 60 days to work it out informally. If we can’t, you and we agree to binding individual arbitration before the American Arbitration Association (“AAA”) under the Federal Arbitration Act, and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren’t allowed. Nor is combining individual proceedings without the consent of all parties.

The complete Arbitration Agreement and Class Action Waiver contains more terms and is at <https://about.ads.microsoft.com/en-us/resources/policies/class-action-waiver-and-binding-arbitration>. You and we agree to it. Please read it.

Section 12. Dispute Resolution if Your Principal Place of Business is in the European Economic Area or the United Kingdom (UK). If we have a dispute, you and we may (but are not required to) try for 60 days to work it out informally, including pursuant to the process set forth for disputes arising under the [Microsoft Invest Policies](#). If we can't, you and we may agree to refer the dispute to the Centre for Effective Dispute Resolution, which will nominate a mediator (if a mediator is available and willing to serve), or you and we may agree to select another mediator we jointly agree to use. If a mediator is engaged, you and we each agree to bear a reasonable proportion of the mediation's costs; if you and we can't agree on the proportion, the mediator will decide.

Section 13. Dispute Resolution if Your Principal Place of Business is in India. Any issue or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration Act, 1996. The arbitration shall be conducted in accordance with the procedure laid down in the Rules of the Singapore International Arbitration Centre ("SIAC"), the curial law of arbitration, which rules are deemed to be incorporated by reference into this Agreement. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English, and the seat and venue of the arbitration shall be New Delhi. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere.

Section 14. Governing Law and Place to Resolve Disputes.

- (a) **If your principal place of business is in the United States or Canada**, the laws of the State or Province of your principal place of business govern this Agreement, and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Invest, Orders, your advertising, its price, your purchase transaction, or billing regardless of conflict of laws principles, except that the Federal Arbitration Act governs everything relating to arbitration.
- (b) **If your principal place of business is in Europe, the Middle East, or Africa ("EMEA")**, the laws of Ireland govern this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Invest, Orders, your advertising, its price, your purchase transaction, or billing regardless of conflict of laws principles.
- (c) **If your principal place of business is in India**, the laws of New Delhi, India govern this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Invest, Orders, your advertising, its price, your purchase transaction, or billing regardless of conflict of laws principles. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law.
- (d) **If your principal place of business is outside the United States, Canada, EMEA and India**, Nevada State, USA law governs this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Invest, Orders, your advertising, its price, your purchase transaction, or billing, regardless of conflict of laws principles.
- (e) **Place to Resolve Disputes.** If we ever have a dispute that becomes a court case arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to it, claims for its breach your use of Microsoft Invest, Orders, your advertising, its price, your purchase transaction, or billing, **the exclusive forum will be in the courts of (a) Ireland, if your principal place of business is in EMEA; or (b) New Delhi, India if your principal place of business is in India; or (c) Ontario, Canada, if your principal place of business is in Canada; or (d) a state or federal court in King County, Washington, USA if your principal place of business is anywhere else.** You waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

Section 15. Compliance with Trade Laws. The parties to this Agreement acknowledge that Microsoft Invest may be subject to applicable trade laws in one or more countries. Company will comply with all relevant laws and regulations applicable to the import or export of Microsoft Invest, including but not limited to, trade laws such as the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control (“Trade Laws”). Microsoft may suspend or terminate the Agreement immediately to the extent that Microsoft reasonably concludes that continued performance would violate Trade Laws or put it at risk of becoming subject to sanctions or penalties under Trade Laws. For additional information, see www.microsoft.com/exporting.

Section 16. General. Each party is an independent contractor to the other and has no authority to act on behalf of or bind the other, and this Agreement does not create another relationship (e.g., employment, partnership, agency, or franchise). Microsoft is permitted to use subcontractors in connection with this Agreement, but will remain liable for its subcontractors’ acts and omissions hereunder. Failure to enforce any part of this Agreement is not a waiver; only written waivers are effective. You will not assign this Agreement either in whole or part without our consent, and any assignment in violation of this Section 15 is null and void. Subject to the foregoing, this Agreement will bind and benefit the parties’ successors and lawful assigns. If a court or arbitrator holds that we can’t enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won’t change. Section h of the Binding Arbitration Agreement and Class Action Waiver says what happens if parts of Section 11 above (Binding Arbitration Agreement and Class Action Waiver) are found illegal or unenforceable; Section h of the Binding Arbitration Agreement and Class Action Waiver prevails over this Section 15 if inconsistent with it and if your principal place of business is in the United States. All rights and remedies under this Agreement are cumulative.

Section 17. Microsoft Entity. “Microsoft” means Microsoft Online, Inc. (6880 Sierra Center Parkway, Reno, NV 89511 USA) unless your principal place of business is in (a) India in which case “Microsoft” means Microsoft Corporation (India) Private Limited (Level 10, Tower C, Epitome, Building No. 5, DLF Cyber City, Phase 3, Gurugram 122002 – Haryana, India), (b) Brazil in which case “Microsoft” means Microsoft do Brasil Importação e Comércio de Software e Video Games Ltda., enrolled with the CNPJ under No. 04.712.500/0001-07 (Av. Presidente Juscelino Kubitschek 1909, Torre Sul, 18 Andar, conj. 181 – Vila Nova Conceição, CEP: 04543-907 São Paulo/SP Brasil), (c) EMEA or Asia-Pacific excluding mainland China and Taiwan (“APAC”) in which case “Microsoft” means Microsoft Ireland Operations Limited (One Microsoft Place, South County Business Park, Leopardstown, Dublin, Ireland 18, D18 P521), or (d) Taiwan in which case “Microsoft” means Microsoft Taiwan Corporation (18F, No. 68 Sec. 5, Zhongxiao E. Rd, Xinyi District, Taipei City, 11065, Taiwan).

Section 18. Confidentiality. To the extent that the parties have entered into a separate price sheet or addenda in connection with this Agreement, the terms and conditions of such price sheet or addendum are Microsoft confidential information and are subject to the confidentiality obligations, if any, provided therein.

Section 19. Entire Agreement. This Agreement is the parties’ entire agreement on this subject, merges all prior and contemporaneous communications, and supersedes all prior agreements between the parties, including any agreements between you and any Xandr Entities, regarding the subject matter of this Agreement. “Xandr Entities” include Xandr Inc., AppNexus Australia Pty. Ltd, AppNexus Latin America Tecnologia em Publicidade Ltda., AppNexus Spain S.L., and AppNexus YieldEx LLC.

EXHIBIT A

ADDITIONAL MICROSOFT INVEST TERMS

Section 1. Definitions.

- (a) **“Ad Inventory”** means advertising inventory, including web, application-based, and video inventory.
- (b) **“Ad Unit”** means an advertising creative (e.g., a banner, video, audio, or mobile advertisement).
- (c) **“Advertising Transactions”** means, the actual or attempted purchase or sale of Ad Inventory, the serving of Ad Units to Ad Inventory, the curation of Ad Inventory and/or deal facilitation, or the processing of data related to Ad Inventory or Ad Units for analysis, using the Services.
- (d) **“Bidding/Targeting Terms”** means any information and/or data provided to the Services by or on behalf of you or your Advertisers to conduct Advertising Transactions.
- (e) **“Buyer”** means a party that buys or attempts to buy Ad Inventory, data, or any other services or products through a Service.
- (f) **“Managed Impression”** means each Advertising Transaction in which you serve Ad Units to your Ad Inventory or in which you sell and buy the same Ad Inventory through the same segmented account through which the Services may be accessed and used.
- (g) **“Seller”** means a party that sells or attempts to sell Ad Inventory or data, through a Service.
- (h) **“Service”** means any services that we provide to our customers, including Microsoft Invest.

Section 2. Advertising Transactions

- (a) **In General.** All Advertising Transactions deemed by us to be executed pursuant to the Services are final and binding, and you will be ultimately responsible for any and all payment obligations for your Advertising Transactions. You will have no recourse against us for: (i) any Advertising Transaction that does or does not occur based on erroneous Bidding/Targeting Terms entered by you or any other party to your Advertising Transactions; and (ii) any discrepancy between our billing measurements (including impression and click count) and any alternative measurements produced by you or a third party. Our billing measurements will be the sole basis for determining the amounts owed between the parties pursuant to your use of the Services. Except to the extent caused by our negligence, grey gifs, system defaults, and broken images will be counted as executed Advertising Transactions hereunder.
- (b) **Conversion.** We may need to convert your bids to enter it into certain auctions (e.g., if you are only willing to pay for a viewed impression, we will convert your cost-per-view bid into a cost-per-impression bid to enter it into a cost-per-impression auction). You acknowledge that this conversion will be based on our methodologies which may incorporate a premium to compensate us for the risk of conversion.
- (c) **Prohibitions.** You will not, will not attempt to, and will not assist or knowingly permit any third party to, disclose Ad Inventory availability, volume, or pricing data obtained through the Service without authorization from the selling party, except to provide reporting to your applicable Advertiser about their Advertising Transactions.

Section 3. Platform Terms. Our clients may access and use our technology platform Services (the **“Platform”**) to conduct, optimize and track their Advertising Transactions. We may make the Platform available to you through our user interfaces, APIs, or other integrations we designate for such purpose. With respect to your access and use of the Platform, the following terms apply:

- (a) **Account.** Your use of the Platform is subject to your creation and our approval of a platform account (an **“Account”**). By submitting your application to use the Services, if you are an individual, you represent that you are at least 18 years of age.

- (b) **Prohibitions.** Other than with respect to Managed Impressions, you will not sell Ad Inventory through the Platform.

Section 4. Log-Level Data Terms. We may provide you with access to event-level data feeds of certain data derived from your use of the Services and any Services-related transactions (i.e., purchases and sales of Ad Inventory and the serving of Ad Units to such Ad Inventory) ("**Log-Level Data Feeds**"). We may cease providing you with certain fields from the Log-Level Data Feeds for any reasonable business reason upon 10 business days' notice. With respect to your access and use of the Log-Level Data Feeds, the following terms apply:

- (a) **Disclosures.** We may disclose to other customers the fact that you are contractually authorized to receive Log-Level Data Feeds.
- (b) **Prohibitions.** You will not, will not attempt to, and will not assist or knowingly permit any third party to:
- (1) use Log-Level Data Feeds, or any portion thereof, for any purpose that interferes with or disrupts our business relationships or the business relationship between a Buyer or Seller and any of its clients; or
 - (2) determine from the Log-Level Data Feeds the identity of any Seller, Seller client, or domain from which you bought or attempted to buy Ad Inventory, if such identity(ies) is not provided in the Log-Level Data Feed.

Section 5. Data Marketplace Terms. Our Data Marketplace is a Service where you may pay to use behavioral, contextual and/or other data (the "**DM Data**") made available by third party data providers (each a "**Provider**") solely to analyze, target and report on the purchase and/or sale of Ad Inventory (the "**Data Marketplace**"). With respect to your access and use of the Data Marketplace, the following terms apply:

- (a) **Access.** Each Provider or we may restrict or deny your access to any DM Data for any reason.
- (b) **Responsibilities.** You represent and warrant that you and your Advertisers will protect the DM Data from misappropriation.
- (c) **Prohibitions.** You represent and warrant that you and your Advertisers will not: (1) use any DM Data in any sharing arrangement, or resell, rent, lease or sublicense the DM Data to any third party; (2) disclose any of the DM Data (whether aggregated or otherwise) to any third party or use any of the DM Data for purposes of creating user or inventory profiles, segments or interest categories; (3) misappropriate, reverse engineer, decompile, disassemble, reproduce, steal, modify, damage, translate, enhance or create derivative works of any DM Data; (4) make any representations, warranties or guarantees concerning the DM Data; (5) provide reports to any third parties on a paid or unpaid basis about the DM Data (including the volume and prices of data) for any other purposes other than (x) generating advertiser demand for the DM Data or (y) providing reporting of your DM Data usage on behalf of an Advertiser to such Advertiser; and (6) unless otherwise agreed upon by the parties, directly utilize any Provider's DM Data through the Services other than through the Data Marketplace and for the Provider rates.
- (d) **Intellectual Property.** You agree that each Provider (or its licensors, as applicable) owns and retains all right, title and interest in and to all of its intellectual property, including, without limitation, to its DM Data, and no rights are granted to you with respect to our or any Provider's intellectual property except as expressly set forth in the Agreement and these Terms.
- (e) **Third Party Beneficiaries.** To facilitate direct dispute resolution between Providers and Buyers, each Provider whose Data you access and use through the Data Marketplace is an intended third party beneficiary solely of your obligations set forth in this Section 5. You will not assert a defense based on lack of privity against any such Provider seeking to enforce this Section 5(e), including, without limitation, for indemnification for third party claims pursuant to the Agreement. For the avoidance of doubt, you will have third party beneficiary rights against a Provider to the extent expressly set forth in that Provider's agreement with us (e.g., you cannot enforce through third party beneficiary rights, our rights with respect to fees owed by the Provider to us).

Section 6. Programmatic Guaranteed Deals Terms. Microsoft may, at its sole discretion, provide a service to facilitate your Advertising Transactions based on a programmatic guaranteed Deal ID (the “**PG Deals Services**”). With respect to your access and use of the PG Deals Services, for the avoidance of doubt:

- (a) any Ad Inventory purchased via PG Deals shall be deemed sold when the applicable advertising transaction is deemed by Microsoft to have been executed; and
- (b) PG Deals do not constitute a “guarantee” by Microsoft, but rather, are deals configured by the Seller and selected by the Buyer, whereby the Seller commits to availability of supply and the Buyer commits to bidding on the supply based on a set of mutually agreed upon commercial and targeting parameters.

Section 7. Trading Services Terms. During the Term we may, in our sole discretion, provide “Trading Services,” which shall include either our “Trade and Train Services” or “Full Service,” as elected by you subject to the terms set forth herein. The Trading Services shall be either:

- (a) **Full Service.** Microsoft will assist you in setting up, managing, executing and/or optimizing campaigns through your Member Seat on your behalf.
- (b) **Trade and Train Services.** Microsoft will provide Full Service assistance while also providing directed training so you can learn how to trade on your own behalf (“**Training**”). Such Training period shall last for no more than three (3) months from the date these Invest Additional Terms are made part of the Agreement. Trade and Train Services begins with approximately one (1) month of our each of the following: (a) trading campaigns while leading Training, (b) followed by approximately one (1) month when you begin to slowly take over trading responsibilities as our team shadows your traders and provides guidance, and (c) finishing with one (1) month providing you with advisory assistance.

While Microsoft is providing Trading Services, you will provide us with written instructions (in each case the “**Instructions**”) containing specifications and parameters for advertising campaigns (each a “**Supported Campaign**”). Upon our written approval (including via email) of each set of Instructions, we will provide the Trading Services in respect of the Supported Campaigns as may be requested and directed by you. Other than terms describing aggregate spending limits and/or campaign start and end dates set forth in the Instructions, we will not be bound by any terms set forth in the Instructions, including, without limitation, any reference to the Interactive Advertising Bureau Terms and Conditions. Each set of Instructions received from you and approved in writing by us will constitute a binding obligation on you to pay us for all Ad Inventory purchased in respect of such Instructions, including without limitation any costs incurred for use of third party data provided by a data provider for use in a Supported Campaign and fees as further set forth in the applicable rate card(s) referenced in your order document(s)). Notwithstanding the foregoing, you shall not be responsible for paying us for any fees and/or costs for Ad Inventory purchased in contravention of the aggregate spending limits and/or campaign start and end dates set forth in the applicable Instructions. For clarity, if you wish to extend a campaign start or end date, modify the spending limits or in any way alter the campaign specifications or parameters set forth in the applicable Instructions for a Supported Campaign, you must re-issue the Instructions and obtain our written approval (including by email) of such re-issued Instructions. In addition, during the three-month Training period, Microsoft shall not be liable for any errors, mistakes, changes or make-goods arising from decisions made outside of the Instructions provided or the Training offered (e.g., unilateral Company decisions).

Either party may terminate your use of (a) the Full Service option at any time upon thirty (30) days prior written notice to the other party and (b) the Trade and Train Services at any time upon thirty (30) days' notice, provided the rate shall not be removed until the conclusion of the initial three (3) month period; provided that in either case, any existing Instructions provided by you and agreed to by us prior to the termination date shall continue through the earlier of (x) the campaign end date set forth on such Instructions or (y) the end of the Term. We may suspend providing Trading Services hereunder immediately upon notice to you if (i) you breach your obligations with respect to the Trading Services specified hereunder or other applicable obligations set forth in the Agreement or (ii) we reasonably determine that the Trading Services can no longer be provided due to a change in law, regulation or policy.

Section 8. Transparency. As a part of our ongoing commitment to transparency, we want you to know that we also earn fees from Sellers and certain other fees may apply related to platform costs. For example, we may reduce a bid amount and retain the deducted amount due to discrepancy offsets based on historical counting differences with Sellers and/or other account costs (including access charges imposed by Sellers). Additionally, we may disclose the fact that you are a customer of Microsoft and the fact of your use of Service functionality.

Section 9. Technical Support. We will provide technical support to resolve technical issues with the Platform; provided that (i) you will designate no more than three (3) employees “Designated Support Contacts” to submit such support issues, and (ii) the Designated Support Contacts will submit such support issues via our online portal or another method identified by us.

EXHIBIT B
TYPES OF FEES AND CHARGES

The following types of fees and charges may apply to your use of Microsoft Invest:

- (a) **Buyer Auction Service Charge (BASC)**. Your Buyer Auction Service Charge will be incorporated into the cost of media we charges you for your purchases of Ad Inventory from third parties, as priced by our auction mechanics. For the avoidance of doubt, the cost of media may include (1) any auction service charge(s) or fee(s) that may be charged to you, the applicable third-party curator or the applicable Seller, and (2) any applicable charge(s) or fee(s) that may be charged by a third-party curator. “PMP Deals” pricing applies to Advertising Transactions where you buy Ad Inventory impression on the basis of a deal ID supplied to you by a specific Seller on a one-on-one basis. “PG Deals” pricing applies to Ad Inventory impressions bought by you on the basis of a programmatic guaranteed deal ID supplied to you by the Seller, enabling a programmatic guaranteed deal between you and the Seller. Your buyer auction service charge may be tiered based on the Buyer Media Cost from your Advertising Transactions. “Buyer Media Cost” as applicable to tiered pricing in the pricing exhibit means, an amount equal to the aggregate of the product of (i) the number of Ad Unit impressions served through the Platform multiplied by (ii) the cost of media for such auctions. The tiered buyer auction service charge is considered custom billing, which may result in Service reporting that differs from the invoice(s) issued by us. We reserve the right to implement any changes required to the buyer auction service charge for the tiered pricing in a manner determined by us in our sole discretion, including by issuing a credit to you.
- (b) **Click Tracker & Impression Tracker Fees**. Fees For Tracking Impressions And Clicks for Ad Inventory purchased outside of the Platform Service.
- (c) **Service Fee**. Fee per month in which you has access to the Platform Service.
- (d) **Creative Audit Fees**. If you elect to have your Ad Units audited by us, you must pay the audit fees specified in the pricing exhibit. If an Ad Unit fails our audit, is altered after the audit, or is not served within 30 days after an audit, then the Ad Unit must be audited again to be deemed “audited”. Some sources or types of Ad Inventory may require a more specialized audit. If you elect to have an Ad Unit undergo one or more of such specialized audits, in addition to the applicable audit fees described in the pricing exhibit, you will be charged the then-current fees for such specialized audit(s) indicated within the Platform or in related documentation provided by us (including documentation currently available on <https://learn.microsoft.com/en-us/xandr/>). If you opted into receiving email notifications of “Creative Policy Updates”, we will provide notice of any changes to the fees for specialized audits to you via email at or prior to the time of such changes.
- (e) **Creative Hosting Fees**. Cost to buyer for hosting a video creative.
- (f) **Creative Overage Fee**: Fee for each impression served that exceeds the size threshold in the pricing exhibit.
- (g) **Transacted Fee Minimum**. When applicable, you may be charged an amount equal to the shortfall between (a) the aggregate of the total monthly fees owed by you to us for the Buyer Auction Service Charges, Click Tracking, Impression Tracking, and non-video Managed Impressions, and (b) the Transaction Fee Minimum.
- (h) **Log Level Data (LLD) Fees**. For each month (including any partial month(s)) in which you have access to Log-Level Data Feeds, you will pay us an amount equal to the Log-Level Data Fee provided, however, that, we may amend the Log-Level Data Fees upon no less than sixty (60) days’ prior written notice to you.
- (i) **Data Marketplace Fees**. You will pay us for your use of DM Data based solely on the data usage statistics and reporting determined by us, and pursuant to the applicable rates and pricing methodologies for that DM Data set forth in the Data Marketplace. Rates and pricing methodologies for DM Data may change from time to time, and your continued use of DM Data after a change will be subject to the revised rates. We will notify you of applicable changes to any rates for DM Data, other than DM Data which is designated as subject to change without prior notice. Use of the Data Marketplace may be subject to applicable sales, use, gross receipts, excise, goods and services, value added, and other transaction-based taxes (“**Transaction-Based Taxes**”) that are required or permitted by applicable law. You are responsible for either (a) paying applicable

Transaction-Based Taxes as invoiced by us based on applicable law, or (b) self-assessing and paying applicable Transaction-Based Taxes based on applicable law if not being invoiced for such by us. You are solely responsible, and Microsoft is not liable, for all taxes you are legal obligated to pay which are incurred or arise in connection with or related to transactions under this Agreement.

- (j) Managed Impression Fees. Ad serving fees that apply to Advertising Transactions that are considered Managed Impressions.
- (k) Member Breakout Fee. We will provide you with one (1) member seat and may charge you for each additional member seat requested by you.
- (l) Minimum Monthly Buyer Spend. When applicable, we may charge you an amount equal to the product of (i) the shortfall between (a) the aggregate of the total amounts owed by you to us for the cost of media for all Buyer Auction Service Charges, Impression Tracking and Click Tracking in that month and (b) the Minimum Monthly Buyer Spend multiplied by (ii) the highest Buyer Auction Service Charge described in the pricing exhibit.
- (m) Trading Services Fee. If applicable, the Trade and Train Service or Full Service offerings are subject to fee that will be assessed as a separate fee equal to the applicable percentage of your cost of media for the payment period. In any calendar month in which you use either Trade and Train Services or Full Service, the applicable Trade and Train Fee or Full Service Fee may apply to all of your purchases of Ad Inventory from third parties during such month for the agreed upon campaigns designated under the Trading Service models, not including Ad Inventory you purchase without use of the Trading Services. If applicable, In any calendar month in which you use either Trade and Train Services or Full Service, the applicable Trade and Train Fee or Full Service Fee may apply to all of your purchases of Ad Inventory from third parties during such month for the agreed upon campaigns designated under the Trading Service models, not including Ad Inventory you purchase without use of the Trading Services.

We reserve the right, at our discretion, to charge you lower fees and charges than those specified in the pricing exhibit.