

GOOGLE TERMS AND CONDITIONS

For Digital Media Inventory placed with Google LLC or any of its affiliated entities, the following terms and conditions apply.

Definitions.

“Ad Specifications” means the features of an ad that determine its compatibility with the criteria set by a Media Provider with respect to particular inventory.

“Brand Features” means each party’s trade names, trademarks, logos and other distinctive brand features.

“Client Partner” means for Target Properties, (i) the owner (if not Company) of those Target Properties, (ii) the third party co-branding the Target Properties with Company, or (iii) the third party for whom Company is white labeling the Target Properties.

“Data Provider” means a provider of Third-Party Data. Subject to Client’s limited right to use Third-Party Data under an Order Form (placed by Accenture on its behalf), each Data Provider will retain all proprietary rights in and to its respective Third-Party Data.

“Policies” means the (i) Google Platforms Program Policies available at <https://support.google.com/platformspolicy?hl=en>; (ii) the Google Ad Manager Partner Guidelines available at <https://support.google.com/admanager/answer/9059370>; (iii) the EU user consent policy available at <https://www.google.com/about/company/user-consent-policy.html>.

“Target Properties” means properties on which an Ad is served via the Services (i.e., web sites, consent-based e-mail publications, approved software applications or other properties as approved by Google).

“Third-Party Data” means the cookie-level information of a third party that is made available to Client via the Display & Video 360 Service to target its purchases of inventory.

Terms.

1. Client will:

- a. use the Google platform service in compliance with all applicable Policies (as such Policies may be updated from time to time). Google will enforce such Policies with respect to Client in the same manner as it does with respect to other similarly situated customers;
- b. be solely responsible for its use of Google platform service (including trafficking Ads, implementing Tags, utilization of Third Party Data Provider segments sourced by Client, the acts and omissions of all Company Partners and Clients in respect of this Agreement);
- c. ensure that each of its Target Properties utilizing a Google platform service contains a privacy policy that discloses (i) the usage of third-party technology and (ii) the data collection and usage resulting from the Google platform service, provided that those privacy policies need not expressly identify Google or any Google platform service, unless otherwise required by law, rule or regulation;

2. Prohibited Acts. Client will not, and will not assist or knowingly permit any third party to:

- a. pass information to Google that Google could use or recognize as personally identifiable information;
- b. misappropriate any part of a Service or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect to Services or any part of a service;
- c. damage or tamper with any part of a service;
- d. knowingly breach any service security measure; or
- e. provide Google any ad that (x) when viewed or clicked on by an end user's computer, causes such end user's computer to download any software application, or (y) is illegal.

3. **Brand Features.** Google may use Client's Brand Features as necessary for Google to provide the Services (e.g., if Company makes its inventory available on a transparent basis via the Services, Google may display Company's Brand Features to advertisers). Other than the limited license set forth in the preceding sentence, Google will not use Client's Brand Features (including for marketing and promotional purposes) without Company's prior written approval.

4. **Beta Features.** Google will have no liability under the Agreement (including any indemnification obligations) arising out of or related to any use of beta features by Client or its Affiliates. Any use of beta features will be solely at Client's own risk and may be subject to additional requirements as specified by Google. Google is not obligated to provide support for beta features and Google may, at its sole discretion, cease providing beta features as part of any services.

5. **Suspension.** If Client or a Client Partner is in violation (or if Google reasonably suspects a violation) of these Terms, then Google may immediately suspend or deactivate Client or Client's Partner's use of all or any part of the applicable Services.

6. **Display & Video 360 Service.** With respect to the Display & Video 360 Service:

- a. Client hereby represents, warrants, and covenants that:
 - i. each of its Ad Specifications and other information entered into the Display & Video 360 Service are true and correct in all material respects; and
 - ii. it will not, and will not assist or knowingly permit any third party to analyze, decompile, track, or otherwise determine the source or location of any Third- Party Data.

7. **Search Ads 360 Service.** With respect to the Search Ads 360 Service:

- a. Client will remove, or cause the search engine sites to remove, all applicable tracking URLs at the completion of each Ad campaign and upon the termination of Client's access to the Search Ads 360 Service (it being understood and agreed that, notwithstanding any termination of Client's access to the Search Ads 360 Service, Client will be liable for all use of tracking URLs until they are removed from the search engine sites).