

## Unified Digital Measurement Agreement

This Unified Digital Measurement Agreement (the “Agreement”) sets out the terms and conditions between comScore, Inc. and the legal entity (the “Partner”) intending to become a part of the Unified Digital Measurement system (the “Service”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS LISTED BELOW (the “Agreement”).

### Terms and Conditions

1. **Partner Services.** Partner hereby agrees to the following:
  - a. to place tags on any combination of web sites, WAP sites or mobile applications in accordance with the comScore tagging specifications requirements, as provided to Partner by comScore, including the ongoing responsibility to add tags to new pages and content as they are created;
  - b. to participate in a Validation Period wherein the parties shall work together to confirm the comprehensive nature of the measurement process;
  - c. following the Validation Period, to have Partner’s tagging data released as part of the comScore syndicated unified measurement reports (“comScore Syndicated Reports”);
  - d. to allow ScorecardResearch to create or update its cookies, device specific persistent identifiers or browser specific persistent identifiers in response to the tagging call, with the understanding that the ScorecardResearch cookie shall only be allowed to collect anonymous traffic data;
  - e. to include a notice that its sites or applications use cookies or other identifiers that collect anonymous traffic data, and that these cookies or other identifiers may be placed by Partner or by a third-party who provides services to Partner; and
  - f. that once the tagging data has been published as part of the comScore Syndicated Reports, in the event that Partner ceases performance under the Service, that comScore shall revert to publishing under the panel-based methodology, and will make a notation to that effect in the Media Metrix interface.
2. **comScore Services.** Following the Validation Period, comScore shall incorporate data derived from Partner’s tagging data into comScore’s Syndicated Reports, subject to comScore minimum reporting standards.
3. **Validation Period.** The Validation Period shall begin on the Effective Date and shall continue through the end of the first full calendar month after tagging implementation in accordance with Section 1.a. above.
4. **Supplemental Data Collection.** Partner acknowledges that comScore, as part of Unified Digital Measurement, shall have the ability to serve short surveys to computers on which the ScorecardResearch cookie resides. The surveys will be completely voluntary. comScore agrees to use these surveys to collect only non-personal information in an effort to further refine its market research related efforts so that comScore may, for example, collect cross device or public machine usage information in order to enable the deduplication of audiences across devices or public machines. comScore further agrees to provide users visiting these sites with the ability to opt-out of these surveys, and Partner shall also have the ability to opt-out from having these surveys presented while a user is on Partner’s site.
5. **License.** Any code provided to Partner by comScore as part of the Service shall remain the exclusive property of comScore. Partner is granted a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use such code solely for the purposes of the Service as described herein.
6. **Confidentiality.** Each party agrees to take commercially reasonable precautions to protect from disclosure the Confidential Information that it receives from the other. “Confidential Information” shall mean information that is disclosed in a manner that would reasonably suggest that the information is

confidential, including without limitation unpublished information regarding comScore's methodology, but does not include any information that: (i) is, or later rightfully becomes, available to the public; (ii) was in the recipient's rightful possession prior to receipt of the information from the discloser; (iii) is later disclosed to the recipient by a third party who has no obligation of confidentiality; or (iv) is independently developed by the recipient without the use or benefit of the Confidential Information. A party may disclose Confidential Information to the limited extent required by applicable law, regulation or court order, including without limitation, disclosures or filings with regulatory agencies, such as the United States Securities and Exchange Commission, or required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ). comScore may identify Partner as its customer, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties.

7. **Privacy Policy.** Partner agrees to post and abide by an appropriate privacy policy that complies with all applicable laws relating to the collection of information from visitors to its web sites. Partner's privacy policy shall include notice that its web sites use cookies that collect anonymous traffic data, and that these cookies may be placed by Partner or by a third-party who provides services to Partner. Partner further agrees not to use the Service for any purpose not intended, including (a) the tracking or collecting of personally identifiable information or (b) the association of any data collected through the service to any particular user of its web sites.

8. **Term and Termination.** The term of this Agreement shall be for one year, and shall auto-renew for additional one-year periods unless either party provides written notice to the other of its intent not to renew. Either party to the Agreement may terminate this Agreement at any time and for any reason. However, the parties enter in to this agreement with the understanding that each will expend efforts to create the framework for the Unified Digital Measurement process. Upon termination or expiration, Partner agrees to remove all tagging code associated with this Service, and comScore shall cease publishing Partner tagging data as part of the comScore Syndicated Reports.

9. **Intellectual Property.** comScore shall retain all rights to use data collected through the Service, through any cookies that are placed pursuant to this service, and through any surveys issued pursuant to this Service.

10. **Representations and Warranties.**

- a. Each party warrants that (i) it has the full power and authority to enter into this Agreement and to perform the obligations contained in this Agreement; and (ii) that its entry into, and performance under this Agreement, will not violate any law, statute or regulation or result in a breach of any material agreement or understanding to which it is bound.
- b. comScore warrants that any Reports provided under this Agreement shall be prepared using professional care and skill, and will endeavor to correct material defects reported by the Partner. comScore further warrants that any such Reports: (i) are the property of or licensed to comScore and are free from claims or encumbrances as to ownership and title; and (ii) will not infringe the intellectual property or privacy rights of any third party.
- c. IN ALL OTHER ASPECTS, ANY CODE OR REPORTS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED TO PARTNER "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF PARTNER'S INTENDED APPLICATION.

11. **Limitation of Liability.** For any Reports provided under this Agreement, regardless of the legal theory or claim being brought, Partner agrees that its sole and exclusive remedy against comScore, its affiliates and licensors will be limited to replacement of the portion of the Report containing a material defect. UNDER NO CIRCUMSTANCE WILL EITHER PARTY, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS ADVANTAGE OR RELATED HARMS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PARTNER EXPRESSLY AGREES THAT THIS LIMITED REMEDY

IS REASONABLE AND APPLICABLE TO IT EVEN IF THE SYSTEM FAILS IN ITS ESSENTIAL PURPOSE TO PARTNER.

12. **Indemnification.** Partner agrees, at its own expense, to indemnify, hold harmless and at comScore's option, defend comScore (including its affiliates, licensors, officers, directors, employees, agents, and representatives) from and against any third party claims relating to losses, claims, damages, liabilities, judgments, settlements or costs and expenses, (including reasonable attorneys' fees) associated with, or resulting from, Partner's material breach of the Agreement (including representations and warranties).

13. **Force Majeure.** Each party will be excused from performing obligations contained in this Agreement while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party.

14. **Survival.** All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including but not limited to the Sections 5, 6 and 10 through 12 of this Agreement.

15. **Modifications.** Non-material changes to the terms and conditions contained in this Agreement may be made by comScore at any time. comScore shall post any changes to these terms at <http://direct.comscore.com/docs/comScoreUnifiedDigitalMeasurementAgreement.pdf>, and Partner agrees to check this site periodically for any changes that may have occurred.

16. **Independent Contractor.** For the purposes of this Agreement, the parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever.

17. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written permission of the other. Notwithstanding the foregoing, no prior permission is required in the event that a party participates in a merger or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock, when such assignment provides each party with substantially the same services and commercial benefits as provided by the original parties under this Agreement, and is not made in whole or in part to a direct competitor of the non-assigning party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

18. **Notices.** All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail to the primary contacts listed below.

19. **Traffic Manipulation.** The practice of artificially inflating tag requests is strictly prohibited. Inflating shall include, but not be limited to, the machine generation of tag requests via robots, spiders, computer scripts, or human generated requests performed for the sole purpose of increasing tag request or persistent identifier web site visitation counts. comScore reserves the right to refuse to provide the Service to any partner or a partner's affiliate (including advertisers and publishers) suspected of intentionally attempting to falsify or inflate traffic numbers in any way. This determination is made at comScore's sole discretion, and comScore retains the right to revert to panel numbers or discount inflated traffic in the event comScore determines manipulation has occurred.

20. **General.**

- a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.
- b. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to conflict of law principles thereof.
- c. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in the Agreement, and supersedes all prior agreements, proposals, service orders, understandings, representations or other communications and may only be amended by mutual written agreement.

- d. The section headings of this Agreement are for convenience only and will neither be considered a part of, nor affect the construction or interpretation of, any provision of this Agreement.