

Unified Digital Measurement Agreement

This Unified Digital Measurement Agreement (the "Agreement") is entered in by and between **comScore, Inc.**, 11950 Democracy Drive, Suite 600, Reston, VA 20190, USA, and you, on behalf of the legal entity that publishes one or more Sites (as defined below) (the "Partner"). BY TICKING THE "I ACCEPT THIS AGREEMENT" BOX ON THE COMSCORE DIRECT SIGN-UP WEB PAGE, PARTNER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Terms and Conditions

WHEREAS, Partner desires to provide comScore with data (the "Census Data") obtained through tags, SDKs or other methods or techniques (collectively, the "Tags") such tags being placed in or on Partner's ad slots, web sites, mobile applications or other measurable objects on the Internet (collectively, the "Sites") for use in comScore's market research and analytics products;

WHEREAS, Partner will provide this Census Data to comScore either through Tags, including comScore's ScorecardResearch tags (the "SCR Tags"), comScore census ad tags (the "Ad Tag") or certain comScore-approved tags (the "Approved Tags");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Partner Services.

- a. In relation to SCR Tags and Ad Tags, Partner hereby agrees:
 - i. to place the Tags on Partner Sites. In relation to SCR Tags only, such SCR Tags will provide Census Data to comScore through ScorecardResearch.com, a domain fully owned by comScore and used by comScore for data collection;
 - ii. to place the Tags in accordance with the comScore tagging specification requirements, as provided to Partner by comScore; and
 - iii. to allow ScorecardResearch (in case of SCR Tags) or comScore (in case of Ad Tags) to retrieve, create or update its cookies or other identifiers ("Cookies") in response to the Tag call, with the understanding that said Cookies shall only be allowed to collect traffic data.
- b. In relation to Approved Tags, Partner hereby consents to provide, or allow the relevant third party to provide, comScore with Census Data through an Approved Tag.
- c. in relation to SCR Tags and Approved Tags, Partner agrees to allow comScore:
 - i. to combine the measurements derived from comScore's panel methodology ("Panel Data") with Census Data (collectively, "Unified Data"), using comScore's Unified Digital Measurement methodology;
 - ii. to use the Census Data and/or Unified Data (collectively, the "Data") in comScore's aggregated syndicated and derivative reporting products ("Syndicated Reports"); and
 - iii. to release the Syndicated Reports.
- d. in relation to all Tags, Partner agrees:
 - i. to participate in a process wherein the Parties shall work together to confirm the comprehensive nature of the measurement process (the time during which this process takes place shall be referred to as the "Validation Period");
 - ii. to add Tags to any extensions or additions of the Sites as they are created; and
 - iii. to publish a Notice (as defined below).

2. comScore Services. Following the Validation Period, comScore shall:

- a. in relation to SCR Tags and Approved Tags:
 - i. incorporate the Data into the Syndicated Reports, subject to comScore minimum reporting standards; and
 - ii. grant Partner access to limited reports based on the aggregated Census Data.
- b. in relation to Ad Tags:
 - i. in an aggregated form and in a manner which does not report on an individual campaign level, (a) incorporate the Census Data in comScore's services, and (b) share the Census Data with comScore partners for the sole purpose of improving such services; and
 - ii. grant Partner access to limited reports based on the Census Data, subject to Client maintaining an active paid subscription to a comScore product.

Clauses a. and b. of this Section 2 are herein collectively referred to as the "Service".

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 the Tags have been properly placed.

4. **License.** Any code provided to Partner by comScore as part of the Service, including SCR Tags and Ad Tags, 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 in connection with the proper use of the Service.

5. **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 such a manner that would reasonably suggest that the information is of a confidential nature, including 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 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 publicly identify Partner as its partner, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties.

6. **Privacy.** Partner agrees to comply with all applicable laws relating to the provision and processing of the Census Data. Partner's privacy policy shall include a notice ("Notice") that the Sites use Cookies that collect traffic data, and that the Cookies may be placed and updated by Partner or by a third party who provides services to Partner. Partner further agrees not to use the Service improperly, 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 the Sites. The Notice shall, in relation to SCR Tags, be consistent with the privacy policy published on www.scorecardresearch.com/privacy.aspx.

7. **Term and Termination.** The term of this Agreement shall be 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 may terminate this Agreement at any time and for any reason with immediate effect. Upon termination, in relation to SCR or Ad Tags, Partner agrees to remove all such Tags, and in relation to SCR Tags, any future Syndicated Reports shall be based on Panel Data and comScore will make a notation to that effect in the applicable interface.

8. **Intellectual Property.** comScore shall retain all rights to use the Census Data and the Unified Data.

9. **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 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.

10. **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.

11. **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 this Agreement (including representations and warranties).

12. **Force Majeure.** Each party will be excused from performing any 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.

13. **Survival.** Sections 5 and 9 - 11 shall survive the termination of this Agreement.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Traffic Manipulation.** The practice of artificially inflating improperly assigning, or otherwise interfering with Tag calls is strictly prohibited. "Inflating" shall include, but not be limited to, the automatic generation of Tag calls via robots, spiders, computer scripts, or human generated requests performed for the sole purpose of increasing the number of Tag calls or identifiers. comScore reserves the right to refuse to provide the Service to any partner if it suspects partner or a partner's affiliate (including advertisers and publishers) 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 disregard or discount inflated traffic.

19. **General.**

- a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this 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 this 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.