GMP RESELLER TERMS

Please check the GMP Reseller Terms (comprising the General Platform Terms, the GMP Advertising Service Specific Terms and the GA360 Service Specific Terms) regularly for updates as Company may amend the GMP Reseller Terms, including URLs referenced in the GMP Reseller Terms and the content within such URLs. Any modifications to the GMP Reseller Terms will be available at the relevant URL or a different URL that Company provides from time to time.

Changes to the content of GMP Reseller Terms (excluding, unless otherwise specified by Company or Google, changes to URL references in these GMP Reseller Terms and the content in URLs) will not apply retroactively and will become effective at least 30 days after they are posted, unless otherwise specified by the Company or Google for Google Policies where in Google's reasonable opinion more immediate application of a change to Google Policies ("**Policy Change**") is 1) required to meet legal, regulatory, or industry standards/requirements; 2) required to maintain the integrity of Services; 3) required to address matters of public interest; or 4) reasonable to provide access to the Services for categories of Ads not previously permitted. Company or Google will use reasonable endeavours to inform Customer of immediate Policy Changes by alerting Customer via the user interface, posting changes to the applicable change log relating to the Services, or by other suitable means (e.g., via email) where in Company or Google's reasonable opinion, Customer is impacted by such Policy Change. For clarity, changes to Google URL references in these GMP Reseller Terms and in an Order Form and the content therein will be effective immediately.

To the extent there is any conflict or inconsistency between any additional terms accepted within the user interface for the Services, an Order Form and the GMP Reseller Terms, the following order of precedence will apply: (1) any additional terms accepted within the user interface for the Services, (2) the Order Form, (3) as applicable to the Services, the GMP Advertising Service Specific Terms or the GA360 Service Specific Terms, and (4) the General Platform Terms.

Please note that the GMP Reseller Terms govern a number of different Services, including GMP Advertising Services and GA360 Services and subsequently certain GMP Reseller Terms may only apply to a particular Service.

GENERAL PLATFORM TERMS

1. DEFINTIONS & INTERPRETATION.

In the Agreement (defined below), the following terms are defined as:

1.1. "**Ad(s)**" means advertising content.
1.2. "**Ad Specifications**" means the features of an Ad that determine its compatibility with the criteria set by a Media Provider with respect to particular Media.
1.3. "**Affiliate**" means, with respect to the applicable entity, an entity that directly or indirectly controls, is controlled by or is under common control with such entity (and in the context of the Customer would include any Subsidiary).
1.4. "**Agreement**" means the Order Form together with the GMP Reseller Terms and, any additional terms accepted within the user interface.
1.5. "**Anti-Bribery Laws**" means all applicable commercial and public anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.
1.6. "**Beta Feature**" means any Service feature that is identified, including via the applicable Service user interface or via other communications to Customer, as "Beta", "Alpha", "Experimental", "Limited Release" or "Pre-Release" or that is otherwise identified as unsupported.
1.7. "**Beta Test**" means Customer's use of a Beta Feature(s) for the purpose of testing the usability and functionality of that Beta Feature(s). For purposes of clarification, (i) in no event will Customer be obligated to participate in any Beta Test, and (ii) Customer's use of a Beta Feature for purposes other than testing the usability and functionality of that Beta Feature will not be deemed a Beta Test with respect to that Beta Feature.
1.8. "**Campaign Manager 360 Network**" means an infrastructure within the Campaign Manager Service designed to allow Customer to segment its online advertising delivery and data collections.
1.9. "**Campaign Manager UI**" means the Campaign Manager Service user interface.
1.10. "**Company**" means the 'Company' detailed in the Order Form.
1.11. "**Confidential Information**" means information that one Party (or an Affiliate) discloses to the other Party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by

the recipient, is lawfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

1.12. "**CPM**" means cost per 1,000 impressions.

1.13. "**Customer"** means the 'Customer' detailed in the Order Form.

1.14. "**Customer Content**" means any content served to End Users through the Target Properties that is not provided by or on behalf of Company pursuant to this Agreement (including the content of all Ads served via the Services).

1.15. **"Customer Data"** means the data derived from the Customer's use of the Services (including without limitation (i) with respect to Analytics 360, the data collected through use of an OSCI and then processed by Analytics 360; (ii) with respect to Optimize 360, Customer's creative content or code for creative content that Customer inputs into the Optimize 360 Service or has inputted on its behalf; and (iii) with respect to Tag Manager 360, data concerning the volume and frequency of Customer's code (e.g., HTML) or web beacons (e.g., pixel tag, clear GIF) served via a Tag Container).

1.16. "**Customer Partner**" means for Target Properties, (i) the owner (if not Customer) of a Target Property, (ii) the third party co-branding the Target Properties with Customer, or (iii) the third party for whom Customer is white labelling the Target Properties.

1.17. "**Data Processing Terms**" means the terms contained at the following URL: https://legal.dentsu.com/googlereseller#data-processing-terms.

1.18. "**Data Protection Laws**" means: (i) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and any implementing legislation (as amended); (ii) the GDPR; (iii) any other relevant and applicable data protection legislation or regulations; and (iv) Google's privacy policy as in force from time to time (available at https://www.google.com/privacypolicy.html or such other URL provided to Customer from time to time).

1.19. "**Data Provider**" means a provider of Third-Party Data. Subject to Customer's limited right to use Third-Party Data under an Order Form, each Data Provider will retain all proprietary rights in and to its respective Third-Party Data.

1.20. "**Display & Video 360 UI**" means the Display & Video 360 Service user interface.

1.21. "**Effective Date**" has the meaning set out in the Order Form.

1.22. "**End Users**" means individual human end users of a Target Property.

1.23. "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

1.24. "**Exchange Spend**" has the meaning given in the Order Form.

1.25. "**GA360 Services**" means any one or more of the following services selected in the Order Form: Analytics 360, Optimize 360, Surveys 360, Tag Manager 360.

1.26. "**GA360 Service Specific Terms**" means, for each of the GA360 Services, the additional terms and conditions that apply to such GA360 Services set out at this URL: https://legal.dentsu.com/googlereseller#ga360-service-specific-terms.

1.27. **"General Platform Terms"** means these Google Marketing Platform terms and conditions (including Google Policies referred to herein) set out at this URL: https://legal.dentsu.com/googlereseller#general-platform-terms.

1.28. "**GDPR**" means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

1.29. "**GMP Reseller Terms**" means these 'General Platform Terms' and the 'GMP Advertising Service Specific Terms' and the 'GA360 Service Specific Terms' (as applicable).

1.30. "**GMP Advertising Services**" means any one or more of the following services selected in the Order Form: Display & Video 360 Service; Search Ads 360 Service; Campaign Manager Service; Nielsen Digital Ad Ratings Service.

1.31. "**GMP Advertising Service Specific Terms**" means, for each of the GMP Advertising Services, the additional terms and conditions that apply to such GMP Advertising Service set out at this URL: https://legal.dentsu.com/googlereseller#gmpads-service-specific-terms.

1.32. "**Google**" means Google Ireland Limited unless otherwise notified to Customer from time to time.

1.33. "**Google Policies**" means (i) the Google Platforms Program Policies available at https://support.google.com/platformspolicy; (ii) the Google Ad Manager Partner Guidelines available at https://support.google.com/admanager/answer/9059370 (if applicable); (iii) the Google EU User Consent Policy available at https://www.google.com/about/company/user-consent-policy.html ("**EU User Consent Policy**"); (iv) https://support.google.com/adspolicy/answer/6008942; and (v) any other policy and implementation guidelines identified in an applicable Order Form or provided to Customer (in each case, as updated from time to time).

1.34. "**Government Officials**" includes any government employee; candidate for public office; and employee of government-owned or government–controlled companies, public international organisations, and political parties.
1.35. "**Initial Term**" has the meaning given in the Order Form.
1.36. "**Intellectual Property Rights**" means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.
1.37. "**Media**" means online advertising inventory made available for purchase to Customer via the Display & Video 360 Service.
1.38. "**Media Provider**" means an advertising exchange, network, web publisher or other provider of Media.
1.39. "**Monthly Service Fees**" for a Service are the Service Fees payable by Customer with respect to that Service in a certain month.
1.40. "**Non-Exchange Spend**" has the meaning given in the Order Form.
1.41. "**Order Form**" means an order form, schedule or other agreement that is subject to these GMP Reseller Terms and sets forth pricing and other terms with respect to a particular Service.
1.42. "**Personal Data**" has the meaning given to it in the GDPR.
1.43. "**Personally Identifiable Information**" means (in the Agreement and any policies incorporated by reference into the Agreement) information that could be used on its own to directly identify, contact or precisely locate an individual.
1.44. "**Renewal Term**" has the meaning given in the Order Form.
1.45. **"Reseller Arrangement"** means Company's relationship with Google as described in Clause 11.11.
1.46. "**Services**" means the following Google Marketing Platform services: GA360 Services and/or GMP Advertising Services.
1.47. "**Service Fees**" means the fees for the Service(s), transactions, products and product / technical support services, and all other fees set out in the Order Form(s) or in an applicable user interface for a Service.
1.48. "**Spend**" means the sum of Customer's Exchange Spend and Non-Exchange Spend as reported by the Display & Video 360 Service.
1.49. "**Subcontractor**" means a subcontractor, consultant, third-party service provider or agent engaged by the Customer in connection with its use of Services.
1.50. "**Subsidiary**" means any entity that is controlled by the Customer.
1.51. "**Tag**" means code (e.g., HTML) or a web beacon (e.g., pixel tag, clear GIF) that requests the delivery of an Ad or tracks an Ad impression or click.
1.52. "**Tag Container**" means the code delivered through Tag Manager 360, through which Customer may serve multiple code (e.g., HTML) or web beacons (e.g., pixel tag, clear GIF) on one or more Properties.
1.53. "**Target Property**" means a property on which an Ad is served via the Services (i.e., web sites, consent-based email publications, approved software applications or other properties as approved from time to time) and with respect to Analytics 360 and Optimize 360, means any of the properties which use an OSCI to send data to Analytics 360 through Customer's account, and with respect to Tag Manager 360, any web page, application, or other property for which Customer requests a Tag Container. "**Target Properties**" shall be construed accordingly.
1.54. "**Tax**" or "**Taxes**" means (without limitation) all taxes, duties, levies, imposts, withholdings, social security contributions, sales, use, excise, value-added, goods and services, consumption, other similar taxes or duties, deductions or amounts in the nature of or in respect of taxation.
1.55. "**Term**" has the meaning given in the Order Form.
1.56. "**Third-Party Data**" means the cookie-level information of a third party that is made available to Customer via the Display & Video 360 Service to target its purchases of Media.
1.57. "**Third Party Fees**" has the meaning given in the Order Form.
1.58. "**UK GDPR**" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force.
1.59. "**Year**" means each 12 month period commencing on the 1st June and expiring on 31st May during the Term.

2. THE PARTIES' OBLIGATIONS; PROHIBITED ACTS.

2.1. Company will:
2.1.1. use reasonable endeavours to set up the Customer's Services account within one month of the date of signature of the Order Form;
2.1.2. make available the applicable Services described in the Order Form(s) entered into by Company and Customer in accordance with these GMP Reseller Terms;

2.1.3. provide Customer access to web-based training (including product updates and recommendations) and support (including troubleshooting and technical maintenance support) if and where available for any particular Service;
2.1.4. provide (i) reasonable support to the Customer in accordance with the Google recommendations referenced in the Order Form and to the extent applicable, (ii) additional technical and/or support services in accordance with the description set out in the Order Form;
2.1.5. use current industry-standard security measures in connection with the provision of Services;
2.1.6. promptly notify Customer of any breach of security resulting in unauthorised third party access to the Customer Data; and
2.1.7. provide the Services in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs, as well as applicable Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance).

2.2. Customer will:
2.2.1. use the Services in compliance with all applicable Google Policies and at all times Customer will bear the burden of proof in establishing such compliance;
2.2.2. be solely responsible for all use of Services (including, as applicable to the Services described in the Order Form(s), trafficking Ads, implementing Tags, all inquiries relating to Ads, the content of all Ads, obtaining necessary rights and consents for using Customer Data and other content or information provided to Company and/or Google, and the acts and omissions of all its Affiliates, Customer Partners and Subcontractors). This Clause 2.2.2 will not be treated as limiting Company's obligations with respect to the provision of the Services under the Agreement;
2.2.3. contact the Company directly with respect to the Services and/or any technical and/or support services in connection with its use of the GMP Advertising Services, and will not communicate directly with Google in respect of the same, except as expressly set out in Clauses 2.3;
2.2.4. obtain all rights necessary to use, and necessary to permit Company and in turn Google, to use the Customer Data under the terms of the Agreement, including from Customer Partners, owners of Target Property owners (if not Customer) and End Users;
2.2.5. use the Services in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs, as well as applicable Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance);
2.2.6. ensure that each Target Property utilising a Service (and advise its Customer Partners in writing that each of their web sites and Target Properties must) contain a conspicuous link to a privacy policy that:
2.2.6.1. discloses:
2.2.6.1.1. the usage of third-party technology;
2.2.6.1.2. the data collection and usage resulting from the Services; and
2.2.6.1.3. that third parties may be placing and reading cookies on End Users' browsers, or using web beacons to collect information in the course of advertising being served on the web sites;
2.2.6.2. includes information about End Users' options for cookie management;
2.2.6.3. complies with all applicable privacy laws, rules and regulations; and
2.2.6.4. use reasonable endeavours to ensure that an End User is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the End User's device in connection with the Services where providing such information or obtaining such consent is required by law.

2.3. Customer:
2.3.1. acknowledges that Google may from time to time: (a) send customer satisfaction surveys to the Customer for the purpose of gauging satisfaction with Company's services; and (b) request that the Company produce case studies relating to the Customer;
2.3.2. hereby confirms its willingness to participate in any customer satisfaction survey and/or case study, and will provide Google (and its appointed agents and representatives) with all assistance reasonably requested by Google in relation to such customer satisfaction surveys and case studies (including those that Company is requested to prepare under the aforementioned Clause 2.3.1(b)); and
2.3.3. hereby consents to: (a) Google contacting the Customer directly for the purposes set out in Clause 2.3.1; and (b) Google contacting the Customer directly to discuss the Customer's participation in

any case studies; and (c) Company and Google's use of any such case studies as part of their respective marketing activities.

2.4. Customer will not, and will not assist or knowingly permit any third party to:
2.4.1. use the Services to process Personally Identifiable Information;
2.4.2. pass information to Company or Google that could be used or recognised as Personally Identifiable Information;
2.4.3. misappropriate, misuse, or abuse any part of a Service;
2.4.4. modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect to any part of a Service (except to the extent that such prohibition is not permitted by law);
2.4.5. damage or tamper with any part of a Service;
2.4.6. knowingly breach any Service security measure;
2.4.7. remove or restrict Company's access to the Google Marketing Platform during the Term; or
2.4.8. provide any Ad that (i) when viewed or clicked on by an End User's computer, causes such End User's computer to download any software application, or (ii) is illegal.

3. PAYMENTS.

3.1. Customer will be solely responsible and liable for the payment of the Service Fees and all other applicable fees and costs incurred in connection with the Services.

3.2. For each applicable Service, Company will invoice (or send a statement of financial activity to) Customer for Monthly Service Fees in the month following the calendar month in which the Service Fees are incurred (unless there is an unforeseen circumstance where billing may be delayed) and all other Service Fees in accordance with the terms set out in the applicable Order Form. Customer will pay Company the Service Fees and all other amounts invoiced pursuant to Clause 3.1 (save for those disputed in good faith) within 30 days of the date of the invoice ("**Payment Due Date**"), in the currency and at the exchange rate (if any) specified in the applicable Order Form and by electronic transfer to the account notified to it by Company or such other means expressly agreed to in writing by the Parties. Unless otherwise expressly agreed, Service Fees payable under an Order Form are additional to Service Fees payable under other Order Forms.

3.3. Upon prior notice to Customer, Company may, in its sole discretion if Company determines that there is any credit risk associated with Customer, require Customer to prepay Company reasonably anticipated or actual Service Fees under the applicable Order Form.

3.4. Company may charge interest at a rate of 8% per year above the base rate of Barclays Bank PLC, as updated from time to time, from the Payment Due Date until the date of actual payment, whether before or after judgment, on any amounts which are overdue (other than amounts disputed in good faith). Customer will pay reasonable expenses and legal fees Company incurs in connection with late payments not disputed in good faith.

3.5. The Service Fees (and other applicable fees and costs) are exclusive of taxes. Notwithstanding any legal obligation on Customer to withhold any taxes from its payments to Company, Customer agrees to pay to Company a net amount equal to the full amount invoiced. Customer will pay all taxes and other government charges related to or arising from: (i) use of the Services; and (ii) Customer's obligations under the Agreement (in each case except for taxes on Company's net income).

3.6. Without prejudice to any other rights or remedies which Company has under the Agreement, if (a) Company determines there is any credit risk associated with Customer and Customer has not yet made or refuses to make prepayment pursuant to paragraph 3.3; or (b) Customer fails to pay Service Fees invoiced by Company (other than Service Fees disputed in good faith) within 15 days following the Payment Due Date, Company may in its sole discretion:

3.6.1. reduce Customer's access to the GMP Advertising Services to read only access; and/or
3.6.2. suspend each applicable Service (for which the Service Fees are overdue) after 10 days' notice to Customer; and/or
3.6.3. terminate the Agreement.

3.7. In addition to other rights and remedies Company may have, Company may offset the Service Fees payable by Customer under the Agreement against any payment obligations to Customer that Company may incur under the Agreement or any other agreement between the Parties.

3.8. Any account and related billing and payment information which Customer provides to Company may be shared with third parties solely for the purposes of performing credit checks, effecting payment to Company or servicing Customer's account.

4. INTELLECTUAL PROPERTY.

4.1. Except to the extent expressly stated otherwise in the Agreement, neither Party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other Party.

5. CONFIDENTIALITY.

5.1. The receiving Party will not disclose the Confidential Information of the disclosing Party, except to: Google, where Company is the receiving Party; Subcontractors, where the Customer is the receiving Party; Affiliates; employees; agents; and/or professional advisors of the receiving Party (in each case) who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential.

5.2. The receiving Party will ensure that those people and entities use the Confidential Information of the disclosing Party only to exercise rights and fulfil obligations under the Agreement, and that they keep it confidential.

5.3. The receiving Party may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing Party, if permitted by law.

5.4. For purposes of clarification, Customer Data and the terms and conditions of the Agreement are considered Confidential Information, and Customer Data shall, subject to Clause 3 (Customer Data) of the GMP Advertising Specific Terms and Clause 3 (Customer Data) GA360 Service Specific Terms be Confidential Information of Customer.

5.5. Notwithstanding this Clause 5 (Confidentiality), Clause 3 (Customer Data) of the GMP Advertising Specific Terms and Clause 3 (Customer Data) GA360 Service Specific Terms:

5.5.1. Company may provide Google with the following information: (a) details of the Customer; (b) details of the Service features adopted by the Customer; (c) a summary of the support it has provided to Customer, including average incident resolution times and the number of support escalations; and (d) Customer's renewal status (including anticipated likelihood of renewal and any potential renewal challenges);

5.5.2. With respect to the Display & Video 360 Service, Company and/or Google may share Customer's Spend data and Customer's identity with applicable Media Providers and Data Providers solely for reporting and billing purposes; and

5.5.3. With respect to Customer's participation in any Beta Test, Company may disclose to Google, and Google may use and disclose all results and feedback from the Beta Test, for any purpose, provided that neither Company nor Google will disclose such data, results or feedback to any other party in such a manner as would identify or reasonably be expected to identify Customer without Customer's prior written consent.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Each Party warrants that it will use reasonable care and skill in complying with its obligations under the Agreement. Customer represents and warrants that it has all necessary rights and authority to (i) enter into each Order Form and bind Customer to the Agreement, (ii) perform its obligations hereunder and (iii) act on behalf of any Customer Partners.

6.2. No conditions, warranties or other terms apply to any Services or to any other goods or services supplied by Company under the Agreement unless expressly set out in the Agreement. Subject to Clause 6.1, no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.3. Subject to Clause 6.1, Company will have no liability under the Agreement (including any indemnification obligations) arising out of or related to any use of Beta Features by Customer, its Affiliates, or its or the Customer Partners. Any use of Beta Features will be solely at Customer's own risk and may be subject to additional requirements as specified by Company. Company is not obligated to provide support for Beta Features and Company may, at its sole discretion, cease providing Beta Features as part of any Services.

7. INDEMNIFICATION.

7.1. Customer will indemnify Company and its Affiliates against:
- 7.1.1. any damages, losses, costs and expenses (including reasonable legal costs and expenses) and other liabilities suffered as a result of the Customer breaching any terms in this Agreement;
- 7.1.2. all damages and costs finally awarded against Company or its Affiliates in relation to a claim filed by a third party before a court or government tribunal:
  - 7.1.2.1. that the creative, technology, data or other materials provided by Customer or any Affiliate of Customer to Company or Google or otherwise provided and utilised by Customer, any Affiliate of Customer or any Customer Partner in connection with the Services ("**Customer Materials**") infringes any trademark, trade secret, copyright, or U.S. patent of that third party; and/or
  - 7.1.2.2. arising out of or related to: (a) any Customer Content or Target Properties; (b) any use of, or access to, the Services, including Ads, by any Customer Partner; or (c) claims brought by any Customer Partner against Company or Google relating to the implementation or display of Ads on Customer Partner Target Property or Google's and/or Company's provision of the Service(s) for such Customer Partner,

  (each case arising under 7.1.2 being a "**Third Party Claim**");
- 7.1.3. settlement costs in relation to that Third Party Claim;
- 7.1.4. reasonable legal fees and disbursements necessarily incurred by Company or any of its Affiliates in relation to that Third Party Claim; and
- 7.1.5. reasonable costs necessarily incurred by Company or any of its Affiliates in complying with Clause 7.2.

7.2. Company will:
- 7.2.1. notify the Customer of a Third Party Claim promptly after becoming aware of it;
- 7.2.2. provide the Customer with reasonable information, assistance and cooperation in responding to and, where applicable, defending that Third Party Claim; and
- 7.2.3. give the Customer sole control over the defence and settlement of that Third Party Claim subject to the Company's right to join in the defence with non-controlling counsel of its choice and the Company's rights under Clause 7.1.4.

7.3. If any of the Services become, or in Company or Google's reasonable opinion are likely to become, the subject of an Intellectual Property Rights infringement claim, then Company at the Company's sole option and expense and upon notice to the Customer may: (a) procure the right to continue to provide the Services as contemplated by the Agreement; (b) modify the Services to render them non-infringing (if modification does not adversely affect use of the GMP Advertising Services); or (c) replace the Services with functionally equivalent, non-infringing services. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate the Order Form.

8. LIMITATION OF LIABILITY.

8.1. Nothing in the Agreement will exclude or limit either Party's liability:
- 8.1.1. for death or personal injury resulting from the negligence of either Party or their servants, agents or employees;
- 8.1.2. for fraud or fraudulent misrepresentation;
- 8.1.3. for payment of sums properly due and owing to the other in the course of normal performance of the Agreement; or
- 8.1.4. for any other liability that may not otherwise lawfully be excluded or limited.

8.2. Nothing in the Agreement will exclude or limit Customer's liability under the indemnities given under the Agreement, including the indemnities given in Clause 7 (Indemnification) above.

8.3. Subject to Clauses 8.1, Company will not have any obligations or liability under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) in relation to: (a) the content of Ads; or (b) any websites or content to which such Ads may link.

8.4. Subject to Clauses 8.1, 8.2 and 8.3, neither Party will be liable under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) for any:

8.4.1. loss of profit;
8.4.2. loss of anticipated savings;
8.4.3. loss of business opportunity;
8.4.4. loss of or corruption of data (except for loss or corruption of Personal Data); or
8.4.5. indirect or consequential losses, suffered or incurred by the other Party,

(whether or not those losses were within the contemplation of the Parties at the date of the Agreement).

8.5. Subject to Clauses 8.1, 8.2, 8.3 and 8.4, Company's aggregate liability (whether in contract, tort (including negligence) or otherwise) for all Claims (defined below) arising in each Year is limited to 100% of the Service Fees paid and payable under the Agreement in that Year.

For the purposes of this Clause 8.5, "**Claims**" means any claim, demand, proceeding, action or complaint of any nature or kind under or in connection with this Agreement.

9. TERM; TERMINATION; AND SUSPENSION.

9.1. The term of the Agreement is as set out in the applicable Order Form(s), subject to earlier termination in accordance with the Agreement.

9.2. Either Party may terminate the Agreement upon notice with immediate effect if the other Party is in material breach of the Agreement (which includes without limitation any breach by Customer of Clauses 2.2.1, 2.2.5, 2.4 or 3.2 of these General Platform Terms):

9.2.1. where the breach is incapable of remedy;
9.2.2. where the breach is capable of remedy and the Party in breach fails to remedy that breach within 30 days after receiving notice from the other Party; or
9.2.3. more than twice even if the previous breaches were remedied.

9.3. Termination. Company may terminate the Agreement immediately upon notice if child sexual abuse imagery is displayed on any Target Property.

9.4. If Company or Google is unable to provide a Service due to any changes in law or regulations, Company may terminate the Agreement and/or suspend the applicable Service upon notice to Customer.

9.5. Upon the expiration or termination of the Reseller Arrangement (whether in whole or in respect of certain Service(s)), Company may (in its sole discretion) either:

9.5.1. suspend and/or terminate the Agreement (either in whole or in respect of those Service(s)) upon notice to Customer; or
9.5.2. offer the Customer any or all of the following options (in Company's sole discretion):
9.5.2.1. consenting to the transfer of the Agreement by Company to Google (subject to Google agreeing to the same) pursuant to Clause 11.1; and/or
9.5.2.2. terminating the Agreement pursuant to Clause 9.5.1 and/or
9.5.2.3. terminating the Agreement pursuant to Clause 9.5.2 but continuing to receive the relevant Services directly from Google or its designee by executing the then-current applicable agreement(s) with Google or its designee; and/or
9.5.2.4. terminating the Agreement pursuant to Clause 9.5.1 but receiving third party services similar to the relevant Services from Company.

9.6. In the event the Customer reveals (either through conduct or notice) its intent to terminate the Agreement in accordance with its right set out herein, the Customer acknowledges and agrees that Company may notify Google of such intention to so terminate so that Google or Google's designee may, at its sole option, seek to enter into a direct agreement with the Customer with respect to the Services.

9.7. If Customer or a Customer Partner is in violation (or if Company reasonably suspects a violation or that such violation is reasonably likely to occur) of the GMP Reseller Terms (including without limitation any Anti-Bribery Laws, Google Policies or the Data Processing Terms) then Company may immediately

suspend, terminate or deactivate Customer's and/or Customer Partner's use of all or any part of the applicable Services.

10. EFFECT OF TERMINATION

10.1. Upon expiration or termination of the Agreement for any reason:

10.1.1. except as expressly stated otherwise, all rights and licences granted by each Party will cease immediately;

10.1.2. Company will cooperate in good faith to provide reasonable support and cooperation (which may include, at Customer's written request, the transfer of contact information, data and records necessary, including by executing any network transfer agreements, transfers, consents, agreements and other documents as requested by Customer) to help ensure – to the extent within the reasonable control of the Company - a successful transition of the Services for the Customer. Such support and cooperation may be subject to additional fees and costs, such fees and costs to be agreed between the Parties at the time of the request; and

10.1.3. if requested, each Party will use reasonable endeavours to promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information (excluding Customer Data) disclosed to it by the other Party.

10.2. In the event Clause 9.5.2 applies:

10.2.1. Company will continue to provide the relevant Services to the Customer up until the earlier of the following circumstances (the "**Transitional Period**"): (i) the date the Customer indicates its preferred option (to the extent offered), and (ii) the date the Company is required by Google to cease reselling the applicable Service to the Customer;

10.2.2. Customer will continue to make payments to Company for Service Fees for the Services delivered during the Transitional Period; and

10.2.3. the terms of this Agreement will during the Transition Period continue in full force and effect during the Transition Period.

11. MISCELLANEOUS.

11.1. Anti-Bribery. In performance of its obligations under this Agreement, Customer: (a) will comply with Anti-Bribery Laws, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage; and (b) will not make any facilitation payments, which are payments to induce any official to perform routine functions they are otherwise obligated to perform. Any breach of this Clause 11.1 (Anti-Bribery) is deemed incapable of remedy. Customer will keep complete and accurate records relating to this Agreement. During the Term and for a period of one year afterwards, Company may audit Customer's relevant records to confirm Customer's compliance with this Agreement. Such auditor will only have access to those books and records of Customer that are reasonably necessary to confirm such compliance. Customer will make commercially reasonable and good faith efforts to comply with Company's anti-bribery due diligence process, including providing requested information.

11.2. Assignment. Company retains the right to transfer the Agreement to Google with Customer's consent. Customer may not assign any part of the Agreement without (i) the written consent of the Company; (ii) the written confirmation from the assignee that it has agreed in writing to be bound by the terms of the Agreement; and (iii) the assigning Party remaining liable for obligations under the Agreement if the assignee defaults on them. Any other attempt to assign is void.

11.3. Change of Control. If Customer experiences a change of control (for example, through a stock purchase or sale, merger, by operation of law, or other form of corporate transaction): (i) Customer will give written notice to Company within 30 days after the change of control; and (ii) the Company may immediately terminate the Agreement any time between the change of control and 30 days after it receives that written notice.

11.4. Conflicting Terms. If there is a conflict between the GMP Reseller Terms and a term of an Order Form, the term of the Order Form will govern. If there is any conflict between Clause 2.2 and the EU User Consent Policy, the EU User Consent Policy will apply in relation to End Users in the European Economic Area along with the UK.

11.5. Entire Agreement. Subject to Clause 8.1.2, the Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into the Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

11.6. Independent Agreement. The Agreement is a standalone contract and is separate and independent from any other agreement in place from time to time between (a) Customer or any Customer Affiliate or agent; and (b) Company or any Company Affiliate. No terms, rights, obligations, remedies, conditions or defences arising under such other agreement apply to, are incorporated into, or may be asserted against the Agreement.

11.7. Force Majeure. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.8. Governing Law. The Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Agreement save that either Party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.

11.9. Notices. All notices of termination or breach must be in English, in writing and addressed to the other Party's Legal Department. The address for such notices to Company's Legal Department is UKLegalNotices@dentsu.com. All other notices (including notices of non-renewal) must be in English, in writing and addressed to the other Party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.10. No Agency. This Agreement does not create any agency, partnership, or joint venture between the Parties.

11.11. Reseller Arrangement. The Company has been appointed by Google (on a non-exclusive basis) to resell the Services. The Company: (i) is not acting as the agent, partner of, nor in joint-venture with Google; (ii) does not commit nor bind Google to this Agreement in any way; and (iii) does not give any promise, representation, warranty or guarantee on Google's behalf.

11.12. No Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

11.13. No Third-Party Beneficiaries. Save for in respect of Google, this Agreement does not confer any benefits on any third party unless expressly stated otherwise. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

11.14. Severability. If any term (or part of a term) of the Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

11.15. Approvals. The Parties agree that whenever the Agreement calls for written request or written approval to be provided by either Party, unless otherwise expressly stated that email is not acceptable, such request or approval may be provided via email.

11.16. Equitable Relief. Nothing in the Agreement will limit a Party's ability to seek equitable relief.

11.17. Survival. Notwithstanding termination or expiration of the Agreement, any provisions of the Agreement that by their nature are intended to survive, will survive termination including, but not limited to: Clauses 3 (Payments), 4 (Intellectual Property), 5 (Confidentiality), 6.2 (Disclaimers), 6.3 (Beta Features), 7 (Indemnification), 8 (Limitation of Liability), 10 (Effect of Termination) and 11 (Miscellaneous).