

MICROSOFT CURATE 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 Curate Advertising Agreement (“**Agreement**”) is between the individual or entity named in your Microsoft Advertising account (“**Company**”, “**you**” or “**your**”) and the Microsoft entity identified in Section 17 (“**Microsoft**”, “**we**”, “**us**”, or “**our**”) regarding Microsoft Curate, a service allowing for the curation of packaged data and ad inventory deals, as offered by Microsoft (“**Microsoft Curate**”) (see <https://about.ads.microsoft.com/en/solutions/technology/microsoft-curate> and any successor links (“**Microsoft Curate Site**”). In addition to these terms, this Agreement consists of any “**Orders**” (an order you place with us for creating a deal), our then-current rules and requirements for Microsoft Curate on the Microsoft Curate Site, our policies available at <https://microsoftapc.sharepoint.com/teams/XandrServicePolicies> (collectively, “**Microsoft Curate 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 Curate, and, if your principal place of business is in the United States, the Arbitration Agreement and Class Action Waiver.

Section 1. Microsoft Curate. Your use of Microsoft Curate 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 Curate service. As part of Microsoft Curate, Microsoft and its partners may also make available to Company certain optional products and/or features, 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 Curate 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 Curate at any time to add, remove, or modify Microsoft Curate 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 curated deals and any data provided to us in connection with this Agreement (“**Content**”) and certain other information relating to your use of Microsoft Curate, including your name and logo, in connection with our provision of Microsoft Curate to you, and (b) disclose or make otherwise available Content and other information relating to your use of Microsoft Curate 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 Curate Policies.

Section 3. Prohibitions. You will not, directly or indirectly: (a) access or use Microsoft Curate or provide Content to us or our partners for Microsoft Curate that in any way violates applicable law, Microsoft Curate 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 Curate; (d) attempt to interfere with the operation of Microsoft Curate; (e) reverse engineer any aspect of Microsoft Curate 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 Curate; or (f) access or use Microsoft Curate or provide Content to us for Microsoft Curate 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. We will pay you for ad inventory impressions you sell through your account using the method and form of payment you select. For more information, please visit <https://help.ads.microsoft.com/#apex/ads/en/ext60325> customer impact FAQ. You must dispute payment issues within 60 (sixty) days following the calendar month in which the applicable ad inventory related to the payment issue was sold. 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 Curate 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 Curate 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 transaction 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, and all resulting judgments, settlements, and expenses (including attorneys' fees and costs), that arise out of or relate to Content, your use of Microsoft Curate, or your breach of any term of this Agreement. To the extent any direct participants in your Microsoft Curate 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 Curate, 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 [The Microsoft Ad-tech Platform Data Processing Addendum](#) ("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 Curate services. We use Personal Data that we Process

(“**Microsoft Curate Data**”) as a Controller, as denoted in the Addendum, in connection with Microsoft Curate services for the purposes of delivering Microsoft Curate, reporting and performance analysis, and for our own purposes, including to improve our services. Where we are a Processor, we use applicable Microsoft Curate Data to provide the Curate and related advertising services requested by you and as further identified in the Addendum. We collect, use, and disclose Microsoft Curate Data as described in the Microsoft Privacy Statement available at <https://privacy.microsoft.com/en-us/privacystatement>. We do not disclose Microsoft Curate Data collected as a result of your use of Microsoft Curate with other advertisers or third parties in any form that identifies individuals personally. We may use other data relating to your use of Microsoft Curate for the purpose of delivering Microsoft Curate and other related services, reporting and performance analysis, and for our own purposes, including, but not limited to, the improvement of our services.

The DPA sets forth your obligations with respect to all Personal Data you make available to or cause Microsoft to Process in connection with your use of Microsoft Curate. 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 Curate Policies with respect to your use of Microsoft Curate 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 Curate after the changes become effective means you accept the changes. If you don’t accept the changes, you must stop using Microsoft Curate. We may change the Microsoft Curate 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 Curate Agreement or Microsoft Curate Policies by posting the change to the terms on the Microsoft Curate 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 Curate 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 Curate, 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 Curate, 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 Curate, 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 Curate, 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 Curate, 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. 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 16. 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 17. 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 18. 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 CURATE 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 clients, including Buyers, 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) **“Curation Service”** means the broker curation service which enables you to curate Ad Inventory supplied by an Authorized Seller (as defined in below) and subsequently configure such curated Ad Inventory to broker deals with Buyers.
- (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 Curate.

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. You may request and we shall approve, in our sole discretion, the Sellers whose Ad Inventory may participate in deals curated by you, including if such Sellers shall be Authorized Direct Clear Sellers (as defined and subject to the terms below); provided, that any such approval shall only be with respect to such Sellers’ segmented member account(s) specified by us (such approved Sellers, the **“Authorized Sellers”**).
- (b) **Responsibility.** You are ultimately responsible for getting approval from all parties in connection with your curation of a deal.
- (c) **Prohibitions.** You will not, will not attempt to, and will not assist or knowingly permit any third party to: (i) violate the terms of any privacy policy or other disclosure made at the time of collection of data used in connection with your use of the Services, or any other time, or infringe the rights of any third party with respect to the provision, and any resultant usage, of data used in connection with your use of the Services; or (ii) disclose Ad Inventory or Buyer availability, volume, or bidding, or pricing data obtained through the Service without written consent of the Buyer or the Seller, as applicable, except to provide reporting to your applicable Buyers 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. 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.

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 Curation Service and related transactions (i.e., purchases and sales of Ad Inventory curated by you and the serving of Ad Units to such Ad Inventory) (“**Log-Level Reporting**”); provided, that (a) you shall not use or disclose the Log-Level Data Reporting for any purpose other than using the Log-Level Reporting underlying a particular advertiser or Buyer’s Advertising Transactions with us to provide attribution reporting to such advertiser or Buyer and to enhance your curation of Ad Inventory for such advertiser or Buyer only (the “**Permitted Purposes**”). We may cease providing you with certain fields from the Log-Level Reporting for any reasonable business reason upon 10 business days’ notice. With respect to your access and use of the Log-Level Reporting, the following terms apply:

- (a) **Disclosures.** We may disclose to other customers the fact that you are contractually authorized to receive Log-Level Reporting.
- (b) **Prohibitions.** You will not, will not attempt to, and will not assist or knowingly permit any third party to:
 - (1) use Log-Level Reporting, 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 Reporting the identity of any Seller, Seller client, Buyer, Buyer client, advertiser or brand, or domain if such identity(ies) is not provided in the Log-Level Reporting.
- (c) **Representation and Warranty.** You represent and warrant that (i) you have the right and authority to use the Log-Level Reporting for the Permitted Purposes for the applicable advertisers and Buyers under applicable agreements between you and each applicable advertiser or Buyer, (ii) to the extent any applicable advertiser or Buyer acquires Ad Inventory curated by you through any third party demand side platform’s account with us, you shall contractually require each applicable advertiser or Buyer whose Advertising Transactions are included in the Log-Level Reporting to authorize or direct all applicable third party demand side platforms to direct us to provide access to the Log-Level Reporting to you, and (iii) you will not violate, or cause us to violate, any applicable law or agreement between you and any applicable advertiser or Buyer; (d) we will have no liability arising out of or resulting from providing access to Log-Level Reporting to you; and (e) you will defend, indemnify, and hold harmless us and our officers, directors, employees and agents from all third-party claims and liabilities (including reasonable outside attorneys’ fees) arising out of or related to our provision of access to Log-Level Reporting to you.

Section 5. Data Marketplace Terms. Our Data Marketplace is a Service available through the Curation 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 in connection with analyzing, targeting and reporting on the curation 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 may, or we may, restrict or deny your access to any DM Data for any reason.
- (b) **Responsibilities.** You represent and warrant that you will protect the DM Data from misappropriation.
- (c) **Prohibitions.** You represent and warrant that you 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 generating advertiser demand for the DM Data; 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) Third Party Beneficiary.** We do not assume, and expressly disclaims, all liability arising from your access or use of the DM Data. To facilitate direct dispute resolution between Providers and Curator, each Provider whose DM Data you accesses and uses through the Data Marketplace is an intended third party beneficiary solely of your obligations set forth under Data Marketplace Terms subsection (b), (c) and (e). You will not assert a defense based on lack of privity against any such Provider seeking to enforce this subsection (d), 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, for example, collect fees owed to us by the Provider).
- (e) 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 Data Marketplace Terms.

EXHIBIT B

TYPES OF FEES AND CHARGES

Section 1. The following types of fees and charges may apply to your use of Microsoft Curate:

- (a) **Curation Auction Service Charge.** Your Curator Auction Service Charge may be charged (1) as a bid reduction and incorporated into the cost of media, as priced by our auction mechanics, or (2) as a fee, in which case the cost of media will not include the Curator Auction Service Charge, which will instead be assessed as a separate fee equal to the applicable percentage of the cost of media for the payment period.
- (b) **Margin Auction Service Charge (MASC).** Your Margin Auction Service Charge will equal to the applicable percentage of the applicable Microsoft Cleared Curator Margin for the payment period. Your Margin Auction Service Charge may be charged as a “reduction to Curator Margin” and deducted from the Curator Margin payable to you, as priced by our auction mechanics or as a “fee” and assessed as a separate fee charged to you
- (c) **Tiered Pricing.** Your curation auction service charge may be tiered based on the Net Spend from your Advertising Transactions. “Net Spend” means, an amount equal to the aggregate cost of media charged to Buyers for Ad Inventory you curated and brokered to Buyers less the aggregate of any charge(s) or fee(s) that may be charged to Buyers for such Ad Inventory. The tiered curation 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 curation auction service charge for the tiered pricing in a manner determined by us in our sole discretion, including by issuing a credit to you.
- (d) **Deals.** Deals pricing applies to curated Ad Inventory brokered to the Buyer on the basis of a deal ID supplied by you (or us on your behalf) to the Buyer.
- (e) **Log Level Reporting Fees.** For each month (including any partial month(s)) in which you have access to Log-Level Reporting, you will pay us an amount equal to the Log-Level Reporting Fee provided, however, that, we may amend the Log-Level Reporting Fees upon no less than sixty (60) days’ prior written notice to you.
- (f) **Data Marketplace Fees.** Data fees (and any applicable Transaction-Based Taxes (as defined below)) shall be deemed an additional fee or charge to the applicable Sellers for your curation of such Seller’s Ad Inventory and you elect for such data fees (and any applicable Transaction-Based Taxes) to be taken as a bid reduction to the applicable Advertising Transaction and incorporated into the cost of media for such Advertising Transaction. 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 understand and agree that in determining invoicing for Transaction-Based Taxes, we may rely on the billing information you have provided in the Agreement, and you agree to provide us timely notice of any changes to such billing information. Each party is responsible for taxes on their own respective net income.
- (g) **Curator Margin.** To the extent you are charging any additional fee(s) or charge(s) to Authorized Sellers for your curation of their Ad Inventory (the “**Curator Margin**”) and request us to deduct all or a portion of such Curator Margin from the amounts payable to the Authorized Sellers and pay such Curator Margin to you (the “**Microsoft Cleared Curator Margin**”), we may, in our sole discretion, facilitate such payments; provided, that (a) the Microsoft Cleared Curator Margin will be charged as a bid reduction and incorporated into the cost of media, as priced by our auction mechanics; (b) we will have no liability arising out of or resulting from facilitating the payment of Microsoft Cleared Curator Margin to you; and (c) you will defend,

indemnify, and hold harmless us and its officers, directors, employees and agents from all third-party claims and liabilities (including reasonable outside attorneys' fees) arising out of or related to us facilitating the payment of Microsoft Cleared Curator Margin to you and your obligations under this clause is not subject to any language with respect to limitation of liability in the Agreement. You may request in writing (e-mail sufficing) and we may, at our sole discretion, disclose your Curator Margin to participants of your Advertising Transactions.

- (h) Ad Inventory Discount. To the extent you have negotiated discounts or other fee(s) or charge(s) with any Authorized Seller (the "**Ad Inventory Discount**"), you may request for any such Authorized Sellers to be an Authorized Direct Clear Seller (as defined below) or for us to deduct all or a portion of such Ad Inventory Discount from the amounts payable to the Authorized Sellers and pay such Ad Inventory Discount to you (the "**Microsoft Cleared Ad Inventory Discount**").
- (1) Authorized Direct Clear Seller. We may, at our sole discretion, determine that any or all Sellers whose Ad Inventory that you may use the Curation Service to curate shall be Authorized Direct Clear Sellers (as defined below). As used herein, an "**Authorized Direct Clear Seller**" means an Authorized Seller who has entered into a broker direct clear agreement with us to receive any payment directly from you with respect to its Ad Inventory curated and brokered by you. With respect to any such Authorized Direct Clear Seller, you agree that (i) you will pay and be solely liable for, and will indemnify and hold us harmless for, any potential claims, claims, or other liabilities arising in connection with your payment obligations to an Authorized Direct Clear Seller in respect of Ad Inventory that is brokered through your curation account(s); and (ii) we may remove any Authorized Direct Clear Seller designation as related to you (1) immediately if you fail or allegedly fail to pay any amounts owed to an Authorized Direct Clear Seller, (2) immediately if our agreement with such Authorized Direct Clear Seller related to direct clearing with you terminates, or (3) upon the mutual agreement of the parties.
- (2) Microsoft Cleared Ad Inventory Discount. We may, at our sole discretion, facilitate the payment of the Microsoft Cleared Ad Inventory Discount. With respect to any such Microsoft Cleared Ad Inventory Discount, you agree that (i) you will notify us in writing (including by email) the amount of the Ad Inventory Discount with respect to each applicable Authorized Seller; (ii) the Microsoft Cleared Ad Inventory Discount will be charged as fee and assessed as a separate fee equal to the applicable percentage of the applicable gross amount owed to such Authorized Seller for the payment period with respect to an applicable Authorized Seller; (iii) you shall notify the applicable Authorized Sellers that we will facilitate the payment of the applicable Microsoft Cleared Ad Inventory Discount; (iv) you represent and warrant that you (1) have the rights and authority to charge an Ad Inventory Discount in the amount of the Microsoft Cleared Ad Inventory Discount to each applicable Authorized Sellers under an agreement between you and such applicable Authorized Seller and (2) will not violate, or cause us to violate, any applicable law or agreement between you and such Authorized Sellers; (v) we will have no liability arising out of or resulting from facilitating the payment of Microsoft Cleared Ad Inventory Discount to you; and (vi) you will defend, indemnify, and hold harmless us and its officers, directors, employees and agents from all third-party claims and liabilities (including reasonable outside attorneys' fees) arising out of or related to us facilitating the payment of Microsoft Cleared Ad Inventory Discount to you.
- (i) Seller Payment. For any Ad Inventory brokered by you from an Authorized Seller who is not an Authorized Direct Clear Seller, we shall pay such Seller the effective amounts owed to such Seller in respect of the Ad Inventory sold. For clarity, you shall not receive any payment from us for any amounts owed to such Sellers.

Section 2. Payment Terms. We will use commercially reasonable efforts to invoice Buyers for and collect from such Buyers all amounts owed in respect of their purchases of the brokered Ad Inventory. We will pay you amounts owed to you (or Authorized Direct Clear Sellers, if applicable) in connection with your brokering of Ad Inventory through the Services by the applicable payment date to the extent that we have collected and processed payments from the Buyers in respect of their purchases of the Ad Inventory you brokered at least five (5) business days prior to such payment date.