5858 Horton Street
Suite 300
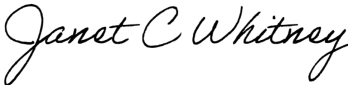Emeryville, CA 94608

e^{x}ponential | vdx.tv

Bill To:

360i - Equifax Inc.
Attn: Accounts Payable
32 Avenue of Americas, 6th Floor
New York NY 10013
United States

Invoice Description:

Advertising For MARCH 2020
IO Name: CA - Display - Q1 2020_(Feb-March)
TF IO#:669827
Client Name: Equifax CA
Billing Period: 03/02/2020 - 03/31/2020

Insertion order #	Customer ID	Salesperson ID	Payment Terms
PO053422	360I-EQU	MCCONNAUGHEYJOC	NET 45

Contracted Impressions ('000s)	Impressions Delivered ('000s)	Description	CPM	Amount
12,941,176	12,994,548	Multiple Units.EFX CA - Exponential - March Prospecting	$4.25	$55,000.00

Steven Ashford 4/17/20

Janet C. Whitney 4/20/2020

	Total	$55,000.00

Please Remit Payment To:

Wire Transfer: Account#: 4122301856; Routing#: 121000248
Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104 USA

ACH: Wells Fargo Bank; Account#: 4122301856; ABA#: 121000248

Check: Please mail checks to Exponential Interactive, Inc., P.O. Box 203823, Dallas, TX 75320-3823

Contact Phone # (510) 250-5542; Contact Email: billing@exponential.com

Customer Copy

Vendor:	Exponential Interactive, Inc.	
Client:	Equifax	
Date:	03/24/2020	Media Insertion Order
Campaign:	CA - Display - Q1 2020 (Feb-March)	
IO Number:	PO053422	

360i LLC:

Main Contact:	Annie Swain	Phone#:	-
Email:	Annie.Swain@360i.com		

Bill To:

Company:	360i LLC	Address1:	32 Avenue of the Americas
Billing Name:	360i LLC	Address2:	6th Floor
Email:	360i-vendorstatus-mediaops@360i.com	City:	New York
		State/Country :	NY

Billing Instructions: PO053422 must be included on Invoice to 360i LLC. Please email invoices directly to your 360i LLC representative(s).
Please email invoices in PDF directly to 360i-vendorstatus-mediaops@360i.com and cc your main contact at 360i LLC representative(s). In order to process the invoice and avoid any delays, please make sure the following criteria are listed on the invoice:
- Agency Name: 360i
- Bill To address: 32 Avenue of the Americas, New York, NY 10013
- Client name
- Site Name
- PO#
- Month of Service
- Remittance address
- The invoice needs to be billed per client per campaign/insertion order, per month of service

Vendor:

Company:	Exponential Interactive, Inc.	Address1:	P.O Box 39000dept. 33785
Contact Name:		Address2:	
Phone#:		City:	San Francisco
Fax#:		State/Country:	CA
Email:		Zip Code:	94139

Contracted Inventory:

Group / Placement EFX CA - Exponential - February Prospecting

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		02/01/20 - 02/29/20	CPM	4.25	2,941,176.00	55,000.00

Group / Placement EFX CA - Exponential - March Prospecting

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		03/01/20 - 03/31/20	CPM	4.25	2,941,176.00	55,000.00

Total:		25,882,352.00	110,000.00 USD

Authorization

Authorized 360i LLC Representative	Vendor Representative
System Approved By: **Annie Swain**	Print Name: _____
	Signature: _____
Date: **03/24/2020**	Date: _____

Disclaimer

This media insertion order is a contract governed by law and by the terms and conditions hereafter set forth. Each party acknowledges that it has received, read and agrees to be bound by the provisions hereafter set forth and further agrees that it has the authority to enter into this agreement.

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

This Insertion Order is governed by the IAB/AAAA Standard Terms and Conditions for Internet Media Buys One Year of Less Version 3.0 http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf ("IAB Terms") with the following changes:

Section III (a). After the first sentence, add the following: "For IOs lasting longer than one month, invoices shall be sent to Agency on a monthly basis and shall be broken out separately by month and by campaign." At the end of Section III (a), add the following: "Notwithstanding the foregoing, failure by Media Company to send an invoice within 180 days of delivery of all Deliverables under an IO shall be considered a waiver of the right to payment for such Deliverables. All invoices shall be based on Agency Third Party Ad Server of either DART or Atlas actuals, depending on the Third Party Ad Server used for said campaign. Media Company shall provide confirmation to Agency that a campaign has been launched within 48 hours of campaign launch. Media Company shall also provide screenshots of all Ads purchased within 5 days of the campaign launch. Campaign delivery reports shall be sent to Agency within 3 business days of the end of the campaign."

Section III (b). Change "30 days" to "45 days" in the first sentence and "30-day" to "45-day" in the second sentence.

Section III (c). At the end of Section III (c), add the following: "For the avoidance of doubt, to the extent Agency is paid by Advertiser based on leads or other information derived from the Deliverables provided by Media Company hereunder, Section III (c) shall continue to apply with respect to payment for the Deliverables and Agency shall be liable for payment hereunder solely to the extent Agency has been paid by Advertiser for the leads or other information derived from the Deliverables hereunder."

Section V (a), (b), and (c) are deleted in their entirety and replaced with the following: "Agency may cancel an IO at any time upon 3 days prior written notice without penalty, unless otherwise stated in the IO."

Section IX (a). Delete the first sentence in its entirety.

Section XII. In Section XII(c)(vi) the text following "retargeting a user" is hereby deleted. In Section XII (f) The following sentences shall be added after the first sentence: "Each party understands and agrees that in fulfilling its respective obligations under these Terms, it will ensure that it: (i) adheres to applicable privacy law and regulation including, but not limited to Section 5 of the FTC Act, (ii) adheres to the Self-Regulatory Principles for Online Behavioral Advertising (located at http://www.aboutads.info/principles, the "DAA Code"), and (iii) posts a privacy policy and other applicable disclosures that are in accordance with all applicable laws, rules and regulations and the DAA Code. The parties understand and agree that their respective privacy disclosures may include the use of the advertising option icon and other forms of enhanced privacy disclosure as stipulated by the Self-Regulatory Principles for Online Behavioral Advertising (located at http://www.aboutads.info/principles,

(the "DAA Code"). The parties shall further ensure that their actual privacy practices comply with their respective privacy policies." In Section XII (h)(B) the word "qualitative" is hereby deleted.

Section XIII. The following sentence shall be added at the end of Section XIII (b)(ii): "For the avoidance of doubt, when the Third Party Ad Server is the Controlling Measurement, (1) the Agency Third Party Ad Server data shall apply regardless of any discrepancy with the data of Media Company's ad server (or any other data) and (2) Media Company's invoice shall be based on the Agency's Third Party Ad Server's data." Add the following sentence at the end of Section XIII(c): "For the avoidance of doubt, log-in access to the relevant Third Party Ad Server's statistics shall be deemed sufficient online access for purposes hereof." Sections XIII (d) and (e) are deleted in their entirety.

Section XIV (d). Delete the second and third sentences, and replace them with the following: "All IOs will be governed by the laws of the State of New York without regard to its conflict of laws principles. Media Company and Agency (on behalf of itself and not Advertiser) agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in a state or federal court in New York, New York, and the parties consent to the exclusive jurisdiction of such courts."

Except as noted above, these Standard Terms and Conditions are governed by and incorporate the IAB Terms. Capitalized terms used herein, unless otherwise defined, shall have the meanings assigned to them in the IAB Terms.

Steven Ashford 03/24/20