

Invoice #: 24003555
Invoice Date: 04-Aug-2020
Billing Period: Jul-20
Account Id / Group: 10155129480388043
Payment Terms: NET 30

BILL TO: 360I LLC
32 Avenue of the Americas
16th Floor
NEW YORK, NY 10013
UNITED STATES OF AMERICA

Page: 1 of 1

ATTN: Accounts Payable

Advertiser: KELLEY BLUE BOOK CO., INC.
PO Number:

Line#	Description - Advertising Services	Campaign Label	Total
1	Instagram - KBB Classifieds July 2020	KBB SRP > KBB VDP	462.53
2	Instagram - KBB ICO + NCP July 2020	ICO and NCP Audience Targeting	1,377.20
3	KBB Classifieds July 2020	KBB SRP > KBB VDP	39,460.93
4	KBB ICO + NCP July 2020	ICO and NCP Audience Targeting	48,363.00

Michael Tooley

Michael Tooley (Sep 1, 2020 14:34 EDT)

Do

INVOICE NUMBER MUST BE REFERENCED ON ALL PAYMENTS

Facebook, Inc. is a Delaware Corporation - TIN 20-1665019

Remit Check/Payment To:

Facebook, Inc.
Attention: Accounts Receivable
15161 Collections Center Drive
Chicago, IL 60693
United States of America
Payment@fb.com

Wire Transfer Instructions:

Bank of America N.A.
315 Montgomery Street
13th Floor
San Francisco, CA 94104
United States of America

Acct Name: Facebook, Inc.
Acct Num#: 1499725400
ABA# for Wire: 026009593
SWIFT Code: BOFAUS3N

ACH Instructions:

Bank of America N.A.
315 Montgomery Street
13th Floor
San Francisco, CA 94104
United States of America

Acct Name: Facebook, Inc.
Acct Num#: 1499725400
ABA# for ACH: 122000030

Subtotal: 89,663.66
Freight: 0.00
Tax @0%: 0.00

Invoice Total: 89,663.66

Invoice Currency: USD



Vendor: Facebook, Inc.
Client: Autotrader - Kelley Blue Book
Date: 07/13/2020
Campaign: Q3 2020 KBB PBG
IO Number: PO055562

Media Insertion Order

360i LLC:

Main Contact: Laura Siegel
Email: Laura.Siegel@360i.com
Phone#: -

Bill To:

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

Billing Instructions: PO055562 must be included on Invoice to 360i LLC. Please email invoices directly to your 360i LLC representative(s).

Vendor:

Company:	Facebook, Inc.	Address1:	15161 Collections Center
Contact Name:		Address2:	Drive
Phone#:		City:	Chicago
Fax#:		State/Country:	IL
Email:		Zip Code:	60693

Contracted Inventory:**Group / Placement FB Remarketing Classifieds**

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		07/01/20 - 07/31/20	dCPM	8.50	4,117,647.00	35,000.00

Group / Placement FB Remarketing ICO

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		07/01/20 - 07/31/20	dCPM	8.50	3,529,412.00	30,000.00

Group / Placement FB Remarketing NCP

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		07/01/20 - 07/31/20	dCPM	8.50	4,117,618.00	34,999.75

Total:	11,764,677.00	\$99,999.75
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Authorization

360i LLC as an Agent on Behalf of Client	Vendor Representative
System Approved By: <u>Michael Tooley</u>	Print Name: _____
	Signature: _____
Date: <u>06/25/2020</u>	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.