



Invoice

Date	Invoice #
1/31/2020	AAP-20-01B

Bill To
360i LLC 32 Avenue of the Americas, 6th Floor, New York, NY, 10013

Maggie Hatfield 5/12/2020

Brandon Walker 6/4/2020

Insertion Order No.	Campaign Name	ID#	Terms
Advance Auto Parts 9D IO	008 ~ AAP_Measurement_Q1_FY	24115	Net 30

Description	Qty	Rate	Amount
008 ~ AAP_Measurement_Q1_FY2020 - Pandora	17,741,614	0.00035	6,209.56
008 ~ AAP_Measurement_Q1_FY2020 - Spotify	5,034,015	0.00035	1,761.91
IO:Advance Auto Parts 9D IO Q1 Revised v2 20200110			
Flight: 01/10/2020			
PO052881			

Month of Service: Jan 2020	Total	\$7,971.47
	Balance Due	\$7,971.47

FOR PAYMENT BY WIRE/ACH: Bridge Bank a Division of Western Alliance ABA or Routing Number: 121143260 Account Number: DDA# 8457531843 Swift Code: BBFXUS6S (International Wires in USD Only) For Credit to: NinthDecimal, Inc.	REMITTANCE ADDRESS: NinthDecimal Inc. PO Box 414919 Boston, MA 02241-4919
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Vendor: Ninthdecimal, Inc.
Client: Advance Auto Parts
Date: 04/16/2020
Campaign: 008 ~ AAP_Measurement_Q1_FY2020
IO Number: PO052881

Media Insertion Order

360i LLC:

Main Contact: Zoie Hashim
Email: zoie.hashim@360i.com

Phone#: -

Bill To:

Company: 360i LLC
Billing Name: Accounts Payable
Email: 360i-accountspayable-nyc@360i.com

Address1: 32 Avenue of the Americas
Address2: 6th Floor
City: New York
State/Country : NY

Billing Instructions: PO052881 must be included on Invoice to 360i LLC

Vendor:

Company: Ninthdecimal, Inc.
Contact Name:
Phone#:
Fax#:
Email:

Address1: P.O. Box 414919
Address2:
City: Boston
State/Country: MA
Zip Code: 02241

Contracted Inventory:

Group / Placement Pandora Measurement

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		01/06/2020 - 04/18/2020	FRI	\$1.00	1.00	\$22,133.01

Group / Placement PBG Measurement

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		01/06/2020 - 04/18/2020	FRI	\$1.00	1.00	\$0.00

Group / Placement Spotify Measurement

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		01/06/2020 - 04/18/2020	FRI	\$1.00	1.00	\$9,818.85

Total:	3.00	\$31,951.86
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Authorization

Authorized 360i LLC Representative	Client Representative
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System
Approved By: **Brandon Walker**

Print Name: Madeline Cepeda

Signature: Madeline Cepeda

Date: **04/10/2020**

Date: 4/16/20

Comments

Standard LCI™ reports will provide LCI™ Incremental Lift, Visit Metrics and Campaign Analytics. In the event that the recorded pixel impression data is insufficient to meet thresholds for statistical significance, some metrics may be excluded from the final report. Client shall be billed at the agreed upon CPM rate stated in this Insertion Order for all impressions for which the NinthDecimal LCI™ pixel is triggered and recorded by NinthDecimal, from the campaign start date through the campaign end date or, in the event of early termination of the campaign for any reason, the executed date of campaign cancellation with NinthDecimal. In the event that NinthDecimal reports impressions over 10% higher than what the agency (360i's) ad server (DCM) reported, the agency/client will only be responsible for the costs up to a 10% impression differential threshold or less.

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.