



INVOICE

The Trade Desk, Inc.
42 N Chestnut St
Ventura, CA 93001

Invoice Date : 01/31/2020
Invoice Number : 100059653
Customer ID : 1929
Due Date : 03/16/2020
Term : Net 45
Term Description : Net 45

Comments :

Bill-to Site Number: 7402

BILL **360i LLC**
TO: 32 Avenue of the Americas, 6th floor
New York, NY 10013
VAT ID/Tax ID :

Ship-to Site Number: 7402

SOLD **360i LLC**
TO: 32 Avenue of the Americas, 6th floor
New York, NY 10013

DIGITAL ADVERTISING TRANSACTION DETAILS					
Month of Service: January 2020					
ADVERTISER	CAMPAIGN	IO#	IMPRESSIONS	CHARGE DESCRIPTION	AMOUNT
DSW	DSW Men's Winter 2019 - Audio		5257	Media Cost	\$77.98
DSW	DSW Men's Winter 2019 - Audio		0	Data Cost	\$2.23
DSW	DSW Men's Winter 2019 - Audio		0	TTD Fee	\$10.42
DSW	DSW Men's Winter 2019 - BounceX		570143	Media Cost	\$7,501.19
DSW	DSW Men's Winter 2019 - BounceX		0	Data Cost	\$319.71
DSW	DSW Men's Winter 2019 - BounceX		0	Feature Cost	\$61.90
DSW	DSW Men's Winter 2019 - BounceX		0	TTD Fee	\$1,024.32
DSW	DSW Men's Winter 2019 - Display		30141005	Media Cost	\$72,983.71
DSW	DSW Men's Winter 2019 - Display		0	Data Cost	\$14,944.58
DSW	DSW Men's Winter 2019 - Display		0	Feature Cost	\$3,457.82
DSW	DSW Men's Winter 2019 - Display		0	TTD Fee	\$11,875.03
SUBTOTAL					\$112,258.89
TOTAL					\$112,258.89
INVOICE CURRENCY					USD

Gabrielle Nastro

Checks should be mailed to Lockbox:

THE TRADE DESK, INC
PO Box 894903
Los Angeles, CA 90189-4903

Invoice Questions: billing@thetradedesk.com

Remittance Questions: ar@thetradedesk.com

Overnight Lockbox Address:

First Data/Remitco
The Trade Desk, INC. Lockbox #4903
2525 Corporate Place, Suite 250
Monterey Park, CA 91754

Wires/ACH Payments Should Be Sent To:

For Credit To:	THE TRADE DESK INC
Bank Name:	Citibank, N.A.
ABA or Routing #:	322271724
Account #: (USD Wires)	206516023
Account #: (Non-USD Wires)	31019046

International Wires Should Be Sent To:

Swift Code:	CITIUS33
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For invoices in Non-USD currencies, please note the following code in the reference field of your wire: "CBGCON"



Vendor: The Trade Desk, Inc.

Client: DSW Inc.

Date: 11/22/2019

Campaign: DSW Fall 2019 Mens Q4 Campaign

IO Number: PO052163

Media Insertion Order

360i LLC:

Main Contact: Jessica Herman

Phone#: -

Email: Jessica.Herman@360i.com

Bill To:

Company: 360i LLC

Billing Name: 360i LLC

Email: 360i-vendorstatus-mediaops@360i.com

Address1: 32 Avenue of the Americas

Address2: 6th Floor

City: New York

State/Country : NY

Billing Instructions: PO052163 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: The Trade Desk, Inc.

Contact Name:

Phone#:

Fax#:

Email:

Address1: 505 Poli Street 5Th Fl.

Address2:

City: Ventura

State/Country: CA

Zip Code: 93001

Contracted Inventory:

Group / Placement Display Media DSW Q4 2019 Men Campaign

Dimension	Position	Run Dates	Rate Type	Rate	Units	Net Cost
		11/25/19 - 01/31/20	FRI	169,038.00	1.00	169,038.00

Total:	1.00	169,038.00 USD
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Authorization

Authorized 360i LLC Representative	Vendor Representative
System	
Approved By: <u>Casey Wertz</u>	Print Name: _____
	Signature: _____
Date: <u>04/14/2020</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.