

5858 Horton Street  
Suite 300  
Emeryville, CA 94608

|         |            |
|---------|------------|
| Invoice | 079098     |
| Date    | 12/31/2019 |
| Page    | 1          |



Bill To:

360i.com - Raymour & Flanigan Furniture  
Attn: Accounts Payable  
32 Avenue of the Americas  
New York NY 110014  
United States

Invoice Description:

Advertising For DECEMBER 2019  
IO Name: 003\_Raymour\_2019\_Mattress  
Display\_P2-P5  
IO#: PO046657  
Client Name: Raymour & Flanigan  
Billing Period: 12/01/2019 - 12/27/2019

| Insertion order #              |                               | Customer ID  | Salesperson ID  | Payment Terms |             |
|--------------------------------|-------------------------------|--|-----------------|---------------|-------------|
|                                |                               | 360-RAY  | MCCONNAUGHEYJOC | NET 30        |             |
| Contracted Impressions ('000s) | Impressions Delivered ('000s) | Description  |                 | CPM           | Amount      |
| 4,252,681                      | 4,253,336                     | Multiple<br>Units.CY19_RF_MAC_EXPO_PUR_CON_CSD_PRO_BTA_CPM_DCM_Mattress_<br>AERO Targeting_PKG_NA_NA |                 | \$5.39        | \$22,921.95 |

Please Remit Payment To:

Total

\$22,921.95

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

*Samantha Palm 1/28*  
*Amy Foss 1/29*  
*Amber 1/30*

Customer Copy



Vendor: Exponential Interactive, Inc.  
Client: Raymour & Flanigan  
Date: 10/04/2019  
Campaign: 003 ~ Raymour\_2019\_Mattress Display\_P2-P12  
IO Number: PO046657

Media Insertion Order

**360i LLC:**

Main Contact: Sophia Ryland  
Email: Sophie.Ryland@360i.com

Phone#:

**Bill To:**

Company: 360i LLC  
Billing Name: Accounts Payable  
Phone#: 212-703-7266  
Email: accountspayable@360i LLC.com

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

Billing Instructions: PO046657 must be included on Invoice to 360i LLC

**Vendor:**

Company: Exponential Interactive, Inc.  
Contact Name:  
Phone#:  
Fax#:  
Email:

Address1: P.O Box 39000dept. 33785  
Address2:  
City: San Francisco  
State/Country: CA  
Zip Code: 94139

**Contracted Inventory:**

Group / Placement CY19\_RF\_MAC\_EXPO\_PUR\_CON\_CSD\_PRO\_BTA\_AV\_DCM\_Mattress\_AERO Targeting Added  
Value PKG NA NA

| Dimension | Position | Run Dates               | Rate Type | Rate   | Units      | Net Cost |
|-----------|----------|-------------------------|-----------|--------|------------|----------|
|           |          | 10/03/2019 - 11/01/2019 | dCPM      | \$0.00 | 395,138.00 | \$0.00   |

| Dimension     | Position | Run Dates               | Rate Type | Rate   | Units                | Net Cost            |
|---------------|----------|-------------------------|-----------|--------|----------------------|---------------------|
|               |          | 09/28/2019 - 11/01/2019 | dCPM      | \$6.00 | 5,085,453.00         | \$30,512.72         |
|               |          | 11/02/2019 - 11/29/2019 | dCPM      | \$6.00 | 4,358,960.00         | \$26,153.76         |
|               |          | 11/30/2019 - 12/27/2019 | dCPM      | \$6.00 | 3,995,713.00         | \$23,974.28         |
|               |          | 04/03/2019 - 05/03/2019 | CPM       | \$5.50 | 4,015,016.00         | \$22,082.59         |
|               |          | 05/04/2019 - 05/31/2019 | CPM       | \$5.50 | 3,452,064.00         | \$18,986.35         |
|               |          | 06/01/2019 - 06/28/2019 | CPM       | \$5.50 | 5,454,545.00         | \$30,000.00         |
|               |          | 06/29/2019 - 08/02/2019 | CPM       | \$5.50 | 6,327,272.00         | \$34,800.00         |
|               |          | 08/03/2019 - 08/30/2019 | CPM       | \$5.50 | 3,872,727.00         | \$21,300.00         |
|               |          | 08/31/2019 - 09/27/2019 | CPM       | \$5.50 | 5,151,498.00         | \$28,333.24         |
| <b>Total:</b> |          |                         |           |        | <b>42,108,386.00</b> | <b>\$236,142.94</b> |

**Authorization**

Authorized 360i LLC Representative

Client Representative

System

Approved By:

Amy Fraser

Print Name:

Dilip

Digitally signed

by Dilip DaSilva

Signature:

DaSilva

Date:

2019.10.05

03:16:38 +05'30'

Date:

10/03/2019

Date:

**Comments****Brand Guidelines**

All of the terms and conditions contained in the below Buying Guidelines are part of the Insertion Order, unless specifically stated otherwise.

1) Agency will use 3rd party verification partner, DoubleVerify (DV), to monitor and maintain in the best possible levels of display viewability and authentic rate.

2) All Display/Video/Social (DVS) purchases should achieve a &gt;90% "Authentic Rate" as defined by 3rd party verification partner, DoubleVerify to be in-geo, brand-safe, and qualified human traffic.

a) For any impressions determined by third party to not meet &gt;90% Authentic Rate as outlined above, the above will merit a credit from the publisher, appropriate to the dollars spent against the unacceptable impressions or in addition to in-campaign impressions as directed by the agency.

i. All credits or impression makegoods should be received the month immediately following error.

ii. In-geo is defined as within our targeted DMA's.

b) Brand-safe is defined as not appearing in content which violates DV settings as outlined in the campaign Blueprint.

c) Fraudulent impressions are not to exceed 5%. Anything above this amount will result in a make-good and possible cancellation.

3) At a minimum, media partner must follow latest IAB guidelines for viewability thresholds, though will endeavor to meet the highest viewability metrics possible. Current guidelines per IAB State of Viewability Transaction 2015 (where applicable based on viewability tracking capabilities):

a) Display: 50% pixels in view, 1 second

4) Screenshots are due to 360i no later than 5 business days post-launch.

5) Media partner must notify 360i before making any changes to their pixels. Any pixel violations are grounds for immediate removal from the plan. Media Partner agrees to implement tags exactly as provided, without adding, editing or removing any portion of the tag unless otherwise directed by one of our partners (i.e. DoubleVerify or NinthDecimal). Any errors made with tag implementation resulting in offsets of delivery, tracking, or performance will require a comprehensive make good to cover the entire affected period.

6) Media partners should adhere to even delivery and pacing throughout duration of the campaign (unless noted otherwise), and to the monthly budget allocations noted in this IO (budgets are not fluid between months without receiving prior written approval from 360i). In the event that accelerated pacing occurs, media partner agrees to grant the advertiser make-good delivery equal or greater to that which had been prematurely exhausted before end of month. Over delivery may not incur incremental charges beyond those agreed to in the IO.

7) Media partner agrees to cover advertising and/or 3rd party tracking verification fees (DCM and DV).

8) The information contained in this document and any attachments are private and are the confidential property of 360i and its affiliates.

5/10/19 - Exponential will run 1,287,000 added value impressions in P5 (5/3/19 - 5/31/19).

9/4/19 - Exponential will run 873,108 added value impressions in P9 (8/31 - 9/27).

**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.