

Product Terms

These Product Terms (referred to herein as “Product Terms”) are entered into by and between the entity (referred to herein as the “Client”) accepting any agreement (referred to herein as the "Service Order") referencing or otherwise incorporating these Product Terms, and the Comscore entity referenced in the applicable Service Order, or comScore, Inc. if none is referenced (referred to herein as “Comscore”). These Product Terms shall become effective on the date such Service Order is accepted, including, if applicable, (i) by executing a written form referencing them or (ii) by clicking an electronic acceptance box or button, by which action the acceptor confirms their authority to bind Client to these Product Terms. “Deliverables” means any products, services, data, reports, or other materials that Comscore or its partners makes available to Client.

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A) PRODUCT-SPECIFIC TERMS

I. Digital Audience Products

1. Access. Access shall commence on either the start of the term of the Service Order in which Client purchased the Products which require access or the date of Comscore's release of the first applicable data month, whichever comes last, and shall end 30 days from Comscore's release of the last applicable data month.
2. Property Listing. A property listing can be expanded by up to 1,000 URLs and 15 mobile applications in the first month, and be expanded by up to a maximum of 500 URLs and 10 mobile applications in each subsequent month during the term of a Service Order (provided that such URLs and/or mobile applications (collectively "Sites") are owned by Client or the applicable executed traffic assignment letter(s) have been provided to Comscore). Sites may be grouped into a 6-tier hierarchy, following the reporting structure of Comscore's Client Focus Dictionary.

If Client is an academic institution, then these additional terms apply:

3. Academic Institutions. Client may use the Deliverables for its research or educational purposes. Client may publish excerpts of the Deliverables in connection with said purposes, however any such usage of the Deliverables must be submitted to Comscore prior to publication; Comscore reserves the right to review and approve its use.

If Client is an advertising agency, then these additional terms apply:

4. Advertising Agencies. Client may share excerpts from the Deliverables with its customers for the sole purpose of planning and buying advertising space and exposures for such customers. Client agrees to ensure that its customers maintain the confidentiality of the data received by it, and to be responsible for any breach of this confidentiality.

If Client is a financial institution, then these additional terms apply:

5. Financial Institutions. Client may derive reports and analyses using information contained in the Deliverables, but may not attribute to Comscore any extrapolations, recalculations or other data not directly derived from the Deliverables. Client agrees to indemnify Comscore against any third-party claims resulting from the release of such extrapolations, recalculations, or other data.

If Client is a web advertiser, then these additional terms apply:

6. Web Advertisers. Client may share excerpts from the Deliverables with its customers for the sole purpose of selling advertising space and exposures to such customers. Client agrees to ensure that its customers maintain the confidentiality of such data, and to be responsible for any breach of this confidentiality.

If Client is purchasing any Deliverables listed below, then these additional terms apply to such Deliverables:

7. Alt Roll-Up Product: A roll-up can include up to 1,000 URLs and 15 mobile applications in the first month, and a maximum of 500 URLs and 10 mobile applications may be added in any subsequent month during the term of the Service Order in which Client purchased the Alt-Roll-Up Product.
8. Buying Power Index (BPI): Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased BPI, to MMX Desktop with at least the same data months, data coverage / geography, categories, and delivery frequency.
9. Campaign / MMX Desktop Reach/Frequency: During the term of the Service Order in which Client purchased MMX Desktop Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of MMX Desktop.
10. Custom Entity Listing: A Custom Entity can include up to 1,000 URLs and 15 mobile applications in the first month, and a maximum of 500 URLs and 10 mobile applications may be added in any subsequent month during the term of the Service Order in which Client purchased Custom Entity Listing. Non-owned and operated URLs and/or mobile applications included in the Custom Entity that reach 2% or more of the total Internet audience at any point during the duration of such Custom Entity require a proof of partnership agreement from the third-party partner.
11. Distributed Content Listing: Delivery is subject to Client's continued participation, during the term of the Service Order in which Client purchased Distributed Content Listing, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement.
12. GfK MRI Fusion MMX Desktop: During the term of the Service Order in which Client purchased GfK MRI Fusion MMX Desktop, Client must maintain an active subscription to (i) Comscore Plan Metrix, (ii) the full version of Comscore MMX Desktop, and (iii) GfK Mediamark Research & Intelligence, LLC's ("MRI") National Report service, all with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the GfK MRI Fusion Deliverable until such time as Client has renewed such terminated subscription(s).
13. GfK MRI Fusion MMX Multi-Platform: During the term of the Service Order in which Client purchased GfK MRI Fusion MMX Multi-Platform, Client must maintain an active subscription to (i) Comscore Plan Metrix, (ii) the full version of Comscore MMX Multi-Platform, and (iii) GfK Mediamark Research & Intelligence, LLC's ("MRI") National Report service, all with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the GfK MRI Fusion Deliverable until such time as Client has renewed such terminated subscription(s).

14. Local Markets Reach/Frequency: During the term of the Service Order in which Client purchased local Markets Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography and delivery frequency, to Comscore Local Markets.
15. MediaBuilder: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased MediaBuilder, to the full version of MMX Desktop with at least the same data months, data coverage / geography, categories, and delivery frequency.
16. MMX Desktop Ad Network Listing: Delivery is subject to Client's continued participation, during the term of the Service Order in which Client purchased MMX Desktop Ad Network Listing, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement.
17. MMX Desktop State Cluster Level Reporting Add-On: During the term of the Service Order in which Client purchased MMX Desktop State Cluster Level Reporting Add-On, Client must maintain an active subscription, with at least the same data months, data coverage / geography and delivery frequency, to the full version of MMX Desktop.
18. MMX Desktop Weekly Data: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased MMX Desktop Weekly Data, to MMX Desktop with at least the same data months, categories, and data coverage / geography.
19. MMX Multi-Platform Ad Network Listing: Delivery is subject to Client's continued participation, during the term of the Service Order in which Client purchased MMX Multi-Platform Ad Network Listing, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement.
20. MMX Multi-Platform Advanced Audiences: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased MMX Multi-Platform Advanced Audiences, to the full version of MMX Multi-Platform with at least the same data months, data coverage / geography, categories, and delivery frequency.
21. MMX Multi-Platform Reach/Frequency: During the term of the Service Order in which Client purchased MMX Multi-Platform Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of MMX Multi-Platform.
22. MMX Multi-Platform: Provides access to total digital population metrics and limited additional metrics; access to further additional metrics requires Client to be subscribed (during the term of the Service Order in which Client purchased MMX Multi-Platform to the same data months, data coverage / geography, categories, and delivery frequency) to MMX Desktop, Video Metrix, and Mobile Metrix, as applicable.
23. MMX Multi-Platform State Cluster Level Reporting Add-On: During the term of the Service Order in which Client purchased MMX Multi-Platform State Cluster Level Reporting Add-On, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of MMX Multi-Platform.
24. MMX Social Traffic Reporting: Is a combined Digital and Social Audience product that reports on user engagement across supported social platforms. During the term of the Service Order in which Client purchased MMX Social Traffic Reporting, Client must maintain an active subscription to MMX Multi-Platform.
25. Mobile Metrix Ad Network Listing: Delivery is subject to Client's continued participation, during the term of the Service Order in which Client purchased Mobile Metrix Ad Network Listing, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement.
26. Mobile Metrix Reach/Frequency: During the term of the Service Order in which Client purchased Mobile Metrix Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of Mobile Metrix.

27. Mobile Metrix State Cluster Level Reporting Add-On: During the term of the Service Order in which Client purchased Mobile Metrix State Cluster Level Reporting Add-On, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of Mobile Metrix.
28. Plan Metrix (Desktop Only) Reach/Frequency: During the term of the Service Order in which Client purchased Plan Metrix (Desktop Only), Client must maintain an active subscription, with at least the same data months, data coverage / geography and delivery frequency, to Comscore Plan Metrix (Desktop Only).
29. Plan Metrix Multi-Platform - India: During the term of the Service Order in which Client purchased Plan Metrix Multi-Platform - India, Client must maintain an active subscription to (i) the full versions of Comscore MMX Desktop, MMX Mobile Metrix, and MMX Multi-Platform, and (ii) an annual subscription to Kantar TGI, all with at least the same data months, categories, and data coverage / geography. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix Multi-Platform - India Deliverable until such time as Client has renewed such terminated subscription(s).
30. Plan Metrix/ TGI Clickstream Desktop (Brazil): During the term of the Service Order in which Client purchased Plan Metrix/ TGI Clickstream Media, Client must maintain an active subscription to the full version of MMX Desktop, with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix/ TGI Clickstream Deliverable until such time as Client has renewed such terminated subscription(s).
31. Plan Metrix/ TGI Clickstream Desktop (non-Brazil): During the term of the Service Order in which Client purchased Plan Metrix/ TGI Clickstream Media, Client must maintain an active subscription to (i) the full version of Comscore MMX Desktop, and (ii) a TGI Clickstream product of Kantar Media UK Limited, both with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix/ TGI Clickstream Deliverable until such time as Client has renewed such terminated subscription(s).
32. Plan Metrix/ TGI Clickstream Multi-Platform: During the term of the Service Order in which Client purchased Plan Metrix/ TGI Clickstream Multi-Platform, Client must maintain an active subscription to the full version of MMX Multi-Platform and Mobile Metrix, with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix/ TGI Clickstream Deliverable until such time as Client has renewed such terminated subscription(s).
33. Plan Metrix/ Vividata - Multi-Platform - Canada (for Vividata Associates): During the term of the Service Order in which Client purchased Plan Metrix/ Vividata - Multi-Platform - Canada, Client must maintain an active subscription to (i) the full version of Comscore MMX Multi-Platform, and (ii) Vividata, both with at least the same data months, data coverage / geography, categories, and delivery frequency. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix/ Vividata - Multi-Platform Deliverable until such time as Client has renewed such terminated subscription(s).
34. Plan Metrix/ Vividata - Multi-Platform - Canada (including Vividata Canada Associate Membership): During the term of the Service Order in which Client purchased Plan Metrix/ Vividata - Multi-Platform - Canada, Client must (i) maintain an active subscription to the full version of Comscore MMX Multi-Platform with at least the same data months, data coverage / geography, categories, and delivery frequency, and (ii) agree to become Vividata Associate members. In the event that Client's subscription to any of the aforementioned

services terminates during the term of such Service Order, Client will not be able to access the Plan Metrix/ Vividata - Multi-Platform Deliverable until such time as Client has renewed such terminated subscription(s).

35. Segment Metrix Desktop Behavioral: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased Segment Metrix Desktop Behavioral, to MMX Desktop with at least the same data months, data coverage / geography, categories, and delivery frequency.
36. Segment Metrix Reach/Frequency: During the term of the Service Order in which Client purchased Segment Metrix Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography and delivery frequency, to Comscore Segment Metrix Desktop Behavioral Base Level.
37. State Level Reporting Add-On: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased State Level Reporting Add-On, to MMX Desktop with at least the same data months, data coverage / geography, categories, and delivery frequency.
38. Video Metrix Ad Network Listing: Delivery is subject to Client's continued participation, during the term of the Service Order in which Client purchased Video Metrix Ad Network Listing, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement.
39. Video Metrix CTV Report: Access is subject to Client's continued subscription, during the term of the Service Order in which Client purchased Video Metrix CTV Report, to the full version of Video Metrix Multi-Platform with at least the same data months, data coverage, categories, and delivery frequency.
40. Video Metrix Multi-Platform - Spain: Access is subject to Client's continued subscription, during the term of the Service Order, to the full version of Video Metrix - Spain with at least the same data months, data coverage, categories, and delivery frequency.
41. Video Metrix Reach/Frequency: During the term of the Service Order in which Client purchased Video Metrix Reach/Frequency, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of Video Metrix or Video Metrix Multi-Platform.
42. Video Metrix State Cluster Level Reporting Add-On: During the term of the Service Order in which Client purchased Video Metrix State Cluster Level Reporting Add-On, Client must maintain an active subscription, with at least the same data months, data coverage / geography, categories, and delivery frequency, to the full version of Video Metrix or Video Metrix Multi-Platform.

II. Over-The-Top (OTT) Intelligence Products

Please note that OTT Intelligence may also be called CTV Intelligence. This does not alter any terms and conditions that apply to the product, regardless of which name may appear in any specific paperwork.

1. Access. Access shall commence on either the start of the term of the Service Order in which Client purchased OTT Access or the end of the first applicable data month, whichever comes last, and shall end 30 days from the end of the latest applicable data month.

III. Lift Products

1. Campaign Feasibility Assessment. Prior to campaign launch, Client will provide Comscore with a detailed media plan to allow Comscore to perform a campaign feasibility assessment.

2. Delivery Timing. Every reasonable effort will be made by Comscore to complete assigned tasks by the scheduled delivery date. Should, for any reason, an adjustment to the agreed delivery date become necessary, Comscore will contact Client prior to the date listed within the applicable Service Order.
3. Implementation. "Implementation" shall be defined as the implementation (including configuration) by Client, or any party directly or indirectly engaged by Client ("Client's Partner"), of either the Comscore tag(s) or any alternative method(s) through which data is, directly or indirectly, provided to Comscore. The Implementation must be performed in accordance with Comscore's implementation instructions and is the Client's sole responsibility. If the Implementation is not properly performed, any reporting to Client may be incomplete, incorrect, or unavailable. Comscore may, in its sole discretion, suspend the provision of services if in its commercially reasonable judgment suspension is necessitated by any acts or actions (whether by Client or Client's Partner) in breach of this clause.
4. Media Plan. Modifications to the media plan may impact the results of the ad effectiveness studies and may require a new campaign feasibility assessment which may impact pricing and delivery dates. Comscore shall not be responsible for results obtained after modifications have been made to the media plan unless a new campaign feasibility assessment is completed by Comscore.
5. Minimum Reporting Standards. The availability of analysis on campaigns shall be subject to the Comscore minimum reporting standards being met.
6. [Not applicable to Brand Lift or Location Lift Products] Performance Report. In order to allow Comscore to provide validation, Client must timely and properly make a Performance Report available to Comscore, in a format and manner defined by Comscore.
7. [Not applicable to IRI Lift, Location Lift, or TV-Based Lift] Reporting Format. If the reporting format, as specified by Comscore, is not adhered to, then errors may occur in reporting, validation, and survey delivery, for which Comscore will not be responsible, and Client must correct the issue/reporting format promptly. Any lost opportunities for recruitment due to incorrect formatting will not be recovered.
8. License to Collected Data. Client hereby grants to Comscore a fully paid-up, perpetual, worldwide, transferable, irrevocable, sublicensable (to Comscore partners, including applicable market currency initiatives or joint industry committees (JIC) in which Comscore participates) license to collect and Use the data, including for models, for research and in its products and services, including for market and advertising research, analytics, transacting and planning purposes. Client represents and warrants that it has sufficient rights to grant the above license and that it has obtained all necessary rights and consents from any third parties to provide the impressions.

If Client is purchasing Brand Survey Lift (BSL) products, then these additional terms apply:

1. Lookup and/or Performance Report. Client shall provide Comscore, in a format, manner and timing requested by Comscore,
 - i. prior to campaign launch, with a list of every placement and creative planned to run during the campaign being measured ("Lookup Report");
 - ii. on a daily basis, with a report with actual impressions delivered by day for every placement and creative for the campaign being measured ("Performance Report"); and
 - iii. prior to campaign launch, if tracked TV methodology is being used, with
 - a) the ad schedule for ACR and/or Set-top Box (STB) measurement; and/or
 - b) a list of TV creatives for ACR measurement.
2. Reporting Breaks. Reporting breaks are dependent on campaign impressions observed, ad reach (for TV and STB) and underlying creative, publisher and placement IDs provided to Comscore. Campaigns must meet the required impression level per the Comscore feasibility assessment, and each provided ID must correspond to a top-level ID (creative and/or publisher) in order for Comscore to report survey completes

and lifts by publisher, creative and placements. Client must provide the IDs to Comscore within 2 weeks of the campaign launch date. Comscore cannot report to Client if the required IDs have not been provided.

3. Survey Completes. Breakouts of data are dependent on the number of survey completes achieved against each variable. Client is responsible for the set-up and delivery of daily Performance Reports as required by Comscore. Comscore cannot guarantee delivery of reporting breakouts without the daily performance reports. Comscore cannot guarantee reporting that is dependent on the number of survey completes.
4. [For BSL Mobile only] Control Impression Requirement. Client is responsible for securing control impressions to serve PSA ads or house ads with the Comscore control script tag in order to recruit non-exposed users and to include these control impressions as a separate line item on the media plan. If Client is an Agency or Advertiser, then Client is also responsible for securing publisher approvals for recruitment.

If Client is purchasing Movie Lift products, then these additional terms apply:

5. Kantar Data. The Deliverables may contain Competitive Media Reporting, LLC's ("Kantar") Advertising Occurrence Data ("Kantar Data"). All rights in the Kantar Data shall remain vested in full in Kantar. Client may not single out or derive the Kantar ad occurrence data from the Deliverables, or attempt to do so. (Advertising Occurrence Data: ©2019 by Kantar. All rights reserved)
6. Licensing. Deliverables are licensed and not sold. Comscore grants Client a non exclusive, non-assignable and non-transferable license, during the term of the Service Order in which Client purchased Movie Lift, to use the Deliverables directly by Client for its internal business purposes only; provided, however, that Client may provide the Deliverables to a third-party agent that is operating under terms of a written agreement with the Client at least as comprehensive and restrictive as the terms hereof, so long as Client remains responsible for the acts and omissions of such third-party agent, and then only where the specified use by such third-party agent is consistent with and reasonably necessary for Client's internal business purposes, and for no other purpose. Unless otherwise provided in the Service Order in which Client purchased Movie Lift, Client may not (i) sell, resell, license or transfer the Deliverables, including for any type of commercial value or gain whatsoever; (ii) use the Deliverables for the purposes of marketing activation or individual targeting; (iii) make any unapproved modification; (iv) publicly disclose or publish any Deliverable in its entirety, or the substantial equivalent of same; (v) reverse engineer or attempt to reverse engineer the Deliverables or any Comscore system; (vi) derive or attempt to derive any Personal Information from the Deliverables, or otherwise use them for attribution in any manner (unless otherwise expressly agreed by the parties); (vii) unless responding to a subpoena or other valid process, introduce the Deliverables or derivatives thereof as part of an investigation or court proceeding; or (viii) knowingly use the Deliverables in a manner that creates any third-party cause of action or liability on the part of Comscore, its Affiliates or licensors, and Client warrants that any of its methodologies and/or platforms utilizing any deliverable provided hereunder shall output only deidentified data and non-Personal Information. Client is responsible for ensuring that all use of the Deliverables complies with this license and for seeking advance written permission from Comscore for any use not expressly authorized. If Client data is provided to Comscore, then Client hereby grants to Comscore a fully paid-up, perpetual, worldwide, transferable, irrevocable license to use such data, including for models, for research and in its products and services, including for market and advertising analytics, transacting and planning purposes, and Client represents and warrants that it has sufficient rights to grant this license and that it has obtained all necessary rights and consents from any third parties to provide the data.

If Client is purchasing any of these specific Lift products:

- a) Action Lift
- b) Brand Survey Lift and Brand Survey Lift Mobile

- c) Location Lift PlaceIQ
- d) Cross-Platform Tune-In
- e) Cross-Platform Action Lift
- f) Marketing Impact - TV-Tune-In Study
- g) Movie Lift
- h) Sales Lift with IRI
- i) Sales Lift with LiveRamp
- j) Sales Lift with Polk

then these additional terms apply:

7. Impressions. "Impressions" (also sometimes referred to as 'ad tag counts') shall be defined as all data resulting from the Implementation, including data collected from desktops, gaming consoles, mobile devices, smart TVs or tablets, and any Third-Party Impressions received by Comscore. Client's rights under the applicable Service Order will expire at the end of the term of such Service Order.

IV. Validated Campaign Essentials (vCE) Products

1. CPM. In relation to vCE, "CPM" shall be defined as cost per 1,000 Gross Impressions.
2. Geographies & Device Types. Audience metrics are available for measurements originating from the following geographies and device types only:
 - i. APAC: India (PC) and Hong Kong (PC)
 - ii. EMEA: France (PC), Germany (PC), Italy (PC), Spain (PC and Mobile) and UK (PC and mobile)
 - iii. LATAM: Brazil (PC) and Mexico (PC)
 - iv. North America: Canada (PC and mobile) and US (PC and mobile)
3. Gross Impressions. For the purposes of the Service Order in which Client purchased vCE, "Gross Impressions" (also sometimes referred to as 'ad tag counts') shall be defined as all data resulting from the Implementation (as defined below), including data collected from desktops, gaming consoles, mobile devices, smart TVs or tablets, and any Third-Party Impressions received by Comscore. Fees for Gross Impression processing are non-refundable. Client's rights under any Service Order will expire at the end of the term of such Service Order without refund even if Client has not reached any Impression Cap or any Minimum Commitment.
4. Implementation. "Implementation" shall be defined as the implementation (including configuration) by Client, or any party directly or indirectly engaged by Client ("Client's Partner"), of either the Comscore tag(s) or any alternative method(s) through which data is, directly or indirectly, provided to Comscore. The Implementation must be performed in accordance with Comscore's implementation instructions and is the Client's sole responsibility. If the Implementation is not properly performed, any reporting to Client may be incomplete, incorrect, or unavailable. Comscore may, in its sole discretion, suspend the provision of services if in its commercially reasonable judgment suspension is necessitated by any acts or actions (whether by Client or Client's Partner) in breach of this clause.
5. JavaScript. If JavaScript is not enabled, then vCE will not report on viewability, but only on demographics and invalid traffic (IVT).
6. License to Collected Data. Client hereby grants to Comscore a fully paid-up, perpetual, worldwide, transferable, irrevocable, sublicensable (to Comscore partners, including applicable market currency initiatives or joint industry committees (JIC) in which Comscore participates) license to collect and Use the data, including for models, for research and in its products and services, including for market and advertising research, analytics, transacting and planning purposes. Client represents and warrants that it has sufficient rights to grant the above

license and that it has obtained all necessary rights and consents from any third parties to provide the Gross Impressions.

7. Minimum Reporting Standards. vCE will not report on audience-based metrics that do not meet the Comscore minimum reporting standards on the applicable day.
8. Requirements Questionnaire. Client may be required to complete a product specific questionnaire after execution of any Service Order in which Client purchases vCE in order to initiate the services under such Service Order.
9. Third-Party Impressions. "Third-Party Impressions" shall be defined as any impressions of Client's ads on a Third-Party Platform.
10. Third-Party Platform. "Third-Party Platform" shall be defined as any third party that measures Third-Party Impressions and provides those impressions in an aggregated form to Comscore. Client's request to Comscore to report on Third-Party Impressions shall constitute Client's consent to the Third-Party Platform providing Third-Party Impressions to Comscore. Where the Third-Party Platform is Facebook Network (which shall be defined as any and all third-party websites, applications, properties, and advertising channels that Facebook and/or its Affiliates serve advertisements or other commercial or sponsored content), such request shall also constitute Client's consent to the Third-Party Platform using those Third-Party Impressions for Facebook Network, in whole or in part, for the internal use by Facebook and its Affiliates and to distribute any vCE reports derived therefrom (the "Reports") to Facebook's and Facebook Affiliates' clients and third parties, including the general public, provided that with respect to such distribution, neither Facebook nor any of its Affiliates may identify the advertiser that ran an ad campaign on Facebook, except to that advertiser itself, and Facebook will aggregate the Reports across multiple advertisers in a manner intended to preclude identification, directly or indirectly, of any advertiser.
11. vCE Results. Client may provide vCE results to its customers in support of Client's internal business purpose, and Client shall be liable for ensuring that its customers abide by the use restrictions set forth in the Service Order in which Client purchases vCE. For the avoidance of doubt, in no case shall Client be entitled to resell or relicense any vCE results.

V. Comscore Campaign Ratings (CCR) Products

1. Ad Server Performance Report. If an ad server performance report (i.e., a report with actual impressions delivered by day for every placement and creative) is unavailable from Client, then impression validation will not be provided. If an ad server performance report is manually generated by Client, then the Client is responsible for sending the ad server performance report to Comscore daily from the campaign start date to the campaign end date, in a format defined by Comscore. If the Comscore-specified reporting format is not adhered to, then errors may occur in validation. Comscore will not be responsible for such errors and Client must correct the formatting promptly. Any lost opportunities due to incorrect formatting will not be recovered.
2. CPM. In relation to digital campaign ratings (PC, mobile and CTV) in CCR, "CPM" shall be defined as cost per 1,000 Gross Impressions.
3. Study. In relation to CCR, a "Study" shall be defined as a unique configuration of campaign ID(s) within the CCR User Interface. The same campaign ID(s) may be used in multiple Studies. Gross Impressions from the same campaign ID(s) that are used in multiple Studies shall be charged separately for each of those Studies.
4. Gross Impressions. For the purposes of the Service Order in which Client purchased digital campaign ratings in CCR, "Gross Impressions" (also sometimes referred to as 'ad tag counts') shall be defined as all data resulting from the Implementation (as defined below), including data collected from desktops, gaming consoles, mobile devices, smart TVs or tablets, and any Third-Party Impressions received by Comscore. Client's rights under the

Service Order in which Client purchases CCR, will expire without refund at the end of the term of such Service Order.

5. Implementation. "Implementation" shall be defined as the implementation (including configuration) by Client, or any party directly or indirectly engaged by Client ("Client's Partner"), of either the Comscore tag(s) or any alternative method(s) through which data is, directly or indirectly, provided to Comscore. The Implementation must be performed in accordance with Comscore's implementation instructions and is the Client's sole responsibility. If the Implementation is not properly performed, any reporting to Client may be incomplete, incorrect, or unavailable. Comscore may, in its sole discretion, suspend the provision of services if in its commercially reasonable judgment suspension is necessitated by any acts or actions (whether by Client or Client's Partner) in breach of this clause.
6. Use of Preferred Advertising Tag. If the current Comscore-preferred advertising tag is not used, some reporting features may not be available in CCR.
7. License to Collected Data. Client hereby grants to Comscore a fully paid-up, perpetual, worldwide, transferable, irrevocable, sublicensable (to Comscore partners, including applicable market currency initiatives or joint industry committees (JIC) in which Comscore participates) license to collect and Use the data, including for models, for research and in its products and services, including for market and advertising research, analytics, transacting and planning purposes. Client represents and warrants that it has sufficient rights to grant the above license and that it has obtained all necessary rights and consents from any third parties to provide the Gross Impressions.
8. Minimum Reporting Standards. CCR will not report on audience-based metrics that do not meet the Comscore minimum reporting standards on the applicable day or dimension.
9. Third-Party Impressions. "Third-Party Impressions" shall be defined as any impressions of Client's ads on a Third-Party Platform.
10. Third-Party Platform. "Third-Party Platform" shall be defined as any third party that measures Third-Party Impressions and provides those impressions to Comscore. Client's request to Comscore to report on Third-Party Impressions shall constitute Client's consent to the Third-Party Platform providing Third-Party Impressions to Comscore. Where the Third-Party Platform is Facebook Network (which shall be defined as any and all third-party websites, applications, properties, and advertising channels that Facebook and/or its Affiliates serve advertisements or other commercial or sponsored content), such request shall also constitute Client's consent to the Third-Party Platform using those Third-Party Impressions for Facebook Network, in whole or in part, for the internal use by Facebook and its Affiliates and to distribute any CCR reports derived therefrom (the "Reports") to Facebook's and Facebook Affiliates' clients and third parties, including the general public, provided that with respect to such distribution, neither Facebook nor any of its Affiliates may identify the advertiser that ran an ad campaign on Facebook, except to that advertiser itself, and Facebook will aggregate the Reports across multiple advertisers in a manner intended to preclude identification, directly or indirectly, of any advertiser.
11. TV Ad Schedule. TV reporting is based on third-party ad schedule data and includes only networks and advertisers which are available in such third party's data. If Client wishes to provide Comscore with its own TV ad schedule, then, if Comscore agrees to use Client's TV ad schedule (which it may at Comscore's discretion), it must be provided in such manner and format as is reasonably requested by Comscore.
12. Trials and/or No-Cost Services. If there are no fees charged under a Service Order in which Client purchases CCR, then the following additional terms shall apply:
 - i. Client must successfully pass Comscore any CCR required metadata via the Implementation (any existing Implementations may require modification), and Client is responsible for implementing per Comscore modification requirements and technical instructions; and
 - ii. Client is expected to and shall provide substantive feedback on the user experience, data, and overall reporting and product satisfaction.

13. CCR Data Collection. Client acknowledges that CCR uses a wide range of signals to produce CCR reports and without some or all of those signals Comscore may be unable to provide reporting or data quality may be impacted.
14. CCR Results. Client may provide CCR results to its customers in support of Client's internal business purpose, and Client shall be liable for ensuring that its customers abide by the use restrictions set forth in the Service Order in which Client purchased CCR. For the avoidance of doubt, in no case shall Client be entitled to resell or relicense any CCR results.

VI. Proximic by Comscore (formerly "Activation") Products

1. CPM. In relation to Proximic by Comscore, "CPM" means cost per 1,000 Gross Impressions.
2. Gross Impressions. For the purposes of the Service Order in which Client purchased Proximic by Comscore, "Gross Impression" means any ad impression which Client has delivered or not, where the decision to so deliver or not is based on any of the Deliverables specified in the Service Order in which Client purchased Proximic by Comscore. Any right to use Gross Impressions that is unused by the end of the term of the Service Order in which Client purchased Proximic by Comscore, shall expire at the end of the term of such Service Order without refund.
3. Marketing Materials. Any use of Comscore logo within the user interface is subject to Comscore's written approval. Any additional marketing materials or product offerings in which Comscore data is utilized must be reviewed and approved by Comscore.
4. Right to Audit. Comscore shall have the right once per calendar year to audit Client's financial books and tangible records to ensure Client's compliance with the applicable Service Order. Any such audit shall be conducted during normal business hours upon written notice at least 14 business days prior to its commencement. Such audit shall be conducted by an independent third party ("Auditor") designated by Comscore and approved by Client, which approval shall not be unreasonably withheld. The Auditor must execute an appropriate confidentiality agreement with respect to Client's non-public information. The Auditor shall provide Client with a proposed audit plan before performing such audit. The audit plan shall include a timeline for completion of the audit, which shall in no event exceed 5 business days. Comscore shall bear the expense of such audit; provided, however, in the case where an audit reveals a 5% or greater underpayment by Client, the cost of such audit shall be borne by Client. Client shall provide all such detailed information and assistance as the Auditor may reasonably request. The Auditor shall only report to Comscore (i) whether the proper amounts due and owing under the applicable Service Order for the audited period have been paid, and (ii) the amount of the variance, if any, between the amount due thereunder and the amount paid.

VII. XMedia Products

Prerequisites. Delivery is subject to Client's continued subscription, during the term of the Service Order in which Client purchased XMedia, to MMX Desktop and TV Essentials. In the event that Client's subscription to any of the aforementioned services terminates during the term of such Service Order, Client will not be able to access XMedia Deliverables until such time as Client has renewed such terminated subscription(s).

If Client is an academic institution, then these additional terms apply:

1. Academic Institutions. Client may use the Deliverables for its research or educational purposes. Client may publish excerpts of the Deliverables in connection with said purposes, however any such usage of the

Deliverables must be submitted to Comscore prior to publication; Comscore reserves the right to review and approve its use.

If Client is an advertising agency, then these additional terms apply:

2. Advertising Agencies. Client may share excerpts from the Deliverables with its customers for the sole purpose of planning and buying advertising space and exposures for such customers. Client agrees to ensure that its customers maintain the confidentiality of the data received by it, and to be responsible for any breach of this confidentiality.

If Client is a financial institution, then these additional terms apply:

3. Financial Institutions. Client may derive reports and analyses using information contained in the Deliverables, but may not attribute to Comscore any extrapolations, recalculations or other data not directly derived from the Deliverables. Client agrees to indemnify Comscore against any third-party claims resulting from the release of such extrapolations, recalculations, or other data.

If Client is a web advertiser, then these additional terms apply:

4. Web Advertisers. Client may share excerpts from the Deliverables with its customers for the sole purpose of selling advertising space and exposures to such customers. Client agrees to ensure that its customers maintain the confidentiality of such data, and to be responsible for any breach of this confidentiality.

VIII. Comscore TV - National (formerly TV Essentials (TVE)) Products

Please note that TV Essentials (TVE) is now called Comscore TV - National. This name change does not alter any terms and conditions that apply to the product, regardless of which name may appear in any specific paperwork.

1. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option, expire.
2. Data Overlays. Delivery of any data overlays shall be subject to the continued delivery of third-party data to Comscore. Comscore is not responsible for any such third-party data. Comscore may replace any data overlay with a substantially similar data overlay at any time at its sole discretion, provided such replacement does not result in an additional charge to the Client.
3. Limited Disclosure Right; Client Obligations. Client may disclose the data, reports and information made available by Comscore under the Service Order in which Client purchased Comscore TV - National ("Comscore TV National Data") for no monetary consideration to advertisers, sponsors and other third parties consistent with and as reasonably necessary for Client's customary business activities. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any Comscore TV National Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of Comscore TV National Data as permitted in the Service Order in which Client purchased Comscore TV - National, and any use of such data by parties to whom it is disclosed, shall be at Client's sole risk and Client shall indemnify, defend and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any Comscore TV National Data disclosed by Client as permitted under the Service Order in which Client purchased Comscore TV - National shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.

4. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present Comscore TV National Data in a manner that is modified, incomplete, incorrect or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the Comscore TV system. Comscore reserves the right to impose additional restrictions on Client's use or disclosure of Comscore TV National Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.
5. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of that specific Service Order or to purchase additional Comscore Deliverables, not for a refund.
6. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased Comscore TV - National, all rights granted to Client in the Deliverables, including the right to access any systems or use any data, shall immediately terminate.

If Client is purchasing any Deliverables listed below, then these additional terms apply to such Deliverables:

7. Comscore TV National - Advanced Audience Overlay - AmeriLINK. During the term of the Service Order in which Client purchased Comscore TV National - Advanced Audience Overlay - AmeriLINK, Client must maintain an active subscription to Comscore TV - National, with at least the same data coverage / geography.
8. Comscore TV National - Data Availability through Third-Party Processors. Client will have the right to access certain data which Comscore makes available through the applicable Third-Party Processor. In no event will Comscore have liability to Client relating to or arising out of any data obtained through a Third-Party Processor or any Third-Party Processor's systems or services.
9. Comscore TV Limited Subscription. Facilitates use of Deliverables listed in the Service Order which contains Comscore TV Limited Subscription only. Upgrades to this limited subscription to permit access to other features of Comscore TV or other products can be added to such Service Order at mutually agreed pricing by written amendment.
10. Plan Metrix TV - National. During the term of the Service Order in which Client purchased Plan Metrix TV - National, Client must maintain an active subscription to the full version of Comscore TV - National, with at least the same data coverage / geography. In the event that Client's subscription to Comscore TV - National terminates during the term of such Service Order, Client will not be able to access the Plan Metrix TV - National Deliverable until such time as Client has renewed such terminated subscription.
11. TV Essentials - Advanced Audience Overlay - Simmons Importer. During the term of the Service Order in which Client purchased TV Essentials - Advanced Audience Overlay - Simmons Importer, Client must maintain an active subscription to Simmons' National product. In the event that Client's subscription to such product expires or terminates during the term of such Service Order, Client will not be able to access the TV Essentials - Advanced Audience Overlay - Simmons Importer Deliverable until such time as Client has renewed such terminated subscription(s). For clarity, Comscore may replace any data overlay with a substantially similar data overlay at any time at its sole discretion, provided there is no additional charge to the Client.
12. Comscore TV Planner. Comscore TV Planner is an add-on to Comscore TV – National and/or Comscore TV – Local. During the term of the Service Order in which Client purchased Comscore TV Planner as an add-on to Comscore TV – National, Client will be required to maintain an active subscription to Comscore TV - National. If Client's required subscription to Comscore TV - National terminates during the term of such Service Order, Client will not be able to access the Comscore TV Planner Deliverable until such time as Client has renewed such terminated subscription.

IX. Comscore TV - Local (formerly StationView Essentials (SVE)) Products

Please note that StationView Essentials (SVE) is now called Comscore TV - Local. This name change does not alter any terms and conditions that apply to the product, regardless of which name may appear in any specific paperwork.

1. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option, expire.
2. Data Overlays. Delivery of any data overlays shall be subject to the continued delivery of third-party data to Comscore. Comscore is not responsible for any such third-party data. Comscore may replace any data overlay with a substantially similar data overlay at any time at its sole discretion, provided such replacement does not result in an additional charge to the Client.
3. Limited Disclosure Right; Client Obligations. Client may disclose the data, reports and information made available by Comscore under the Service Order in which Client purchased Comscore TV - Local ("Comscore TV Local Data") for no monetary consideration to advertisers, sponsors and other third parties consistent with and as reasonably necessary for Client's customary business activities, provided that in no event may Client disclose, whether in writing, electronically or verbally, the actual number of reporting set top boxes or households. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any Comscore TV Local Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of Comscore TV Local Data as permitted in the Service Order in which Client purchased Comscore TV - Local, and any use of such data by parties to whom it is disclosed, shall be at Client's sole risk and Client shall indemnify, defend and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any Comscore TV Local Data disclosed by Client as permitted under the Service Order in which Client purchased Comscore TV - Local shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.
4. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present Comscore TV Local Data in a manner that is modified, incomplete, incorrect or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the Comscore TV system. Comscore reserves the right to impose additional restrictions on Client's use or disclosure of Comscore TV Local Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.
5. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables is restricted by the provider of such data, Comscore may impose similar restrictions on the Client's right to use any such Deliverables. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of that specific Service Order or to purchase additional Comscore Deliverables, not for a refund.
6. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased Comscore TV - Local, all rights granted to Client in the Deliverables, including the right to access any systems or use any data, shall immediately terminate.
7. No Reprocessing of Data. For clarity, notwithstanding anything to the contrary in the Original Agreement, in no event shall Comscore be required to reprocess, repopulate, or correct any Comscore TV Local Data or other data made available under the Service Order in which Client purchased Comscore TV - Local.

8. Additional Stations, Divested Stations. In the event that Client acquires an additional station after execution of the Service Order in which Client purchased Comscore TV - Local, Client agrees to enter into an amendment to add such station to such Service Order at an agreed-upon rate. In the event that Client divests a station covered by the Service Order in which Client purchased Comscore TV Local, Client shall continue to fulfill all obligations thereunder with respect to such divested station unless and until the acquiring entity enters into a signed agreement with Comscore agreeing to fulfill the obligations thereunder with respect to such divested station.

If Client is purchasing any Deliverables listed below, then these additional terms apply to such Deliverables:

9. Comscore TV - Local Advanced Audience Overlay - County-X-County. County ratings will not be available via third-party data processor systems. County ratings are only available in the following Comscore TV - Local reports: Station Demographics and Series Demographics. Prior to integration each station or agency (as applicable) must approve any county groupings. No county level demographic data will be included unless expressly agreed otherwise by Comscore.
10. Comscore TV Local - Data Availability through Third-Party Processors. Client will have the right to access certain data which Comscore makes available through the applicable Third-Party Processor. In no event will Comscore have liability to Client relating to or arising out of any data obtained through a Third-Party Processor or any Third-Party Processor's systems or services.
11. Plan Metrix TV - Local. During the term of the Service Order in which Client purchased Plan Metrix TV - Local, Client must maintain an active subscription to the full version of Comscore TV - Local, with at least the same data coverage / geography. In the event that Client's subscription to Comscore TV - Local terminates during the term of such Service Order, Client will not be able to access the Plan Metrix TV - Local Deliverable until such time as Client has renewed such terminated subscription.
12. Comscore TV Planner. Comscore TV Planner is an add-on to Comscore TV – National and/or Comscore TV – Local. During the term of the Service Order in which Client purchased Comscore TV Planner as an add-on to Comscore TV – Local, Client will be required to maintain an active subscription to Comscore TV – Local. Any markets which Client has subscribed to in Comscore TV – Local shall be available to Client in Comscore TV Planner. To the extent Client's required subscription terminates during the term of such Service Order, Client will not be able to access the Comscore TV Planner Deliverable until such time as Client has renewed such terminated subscription.

X. On Demand Essentials (ODE)

1. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option
2. Limited Disclosure Right; Client Obligations. Client may disclose the data, reports and information made available by Comscore under a Service Order ("ODE Data") for no monetary consideration to video on-demand distributors and to Client's potential and actual sponsors and advertisers, provided that such disclosure does not violate any agreement Client may have with such a distributor. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any ODE Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of ODE Data as permitted in a Service Order, and any use of such data by parties to whom it is disclosed, shall be at Client's sole risk and Client shall indemnify, defend and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any ODE Data disclosed by Client as permitted under the Service Order in which Client purchased ODE shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.

3. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present ODE Data in a manner that is modified, incomplete, incorrect or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the ODE system. Comscore reserves the right to impose additional restrictions on Client's use or disclosure of ODE Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.
4. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of the associated Service Order or to purchase additional Comscore Syndicated Deliverables, not for a refund.

If Client is purchasing Dynamic Studio Share (DSS) Module, then these additional terms apply:

5. Grant of Rights to Comscore for DSS. Comscore shall have the right to include Client's ODE performance data in the DSS module ("Client DSS Data") and to display and otherwise make Client DSS Data available, through the DSS module, to those participating major and independent studios ("Participating Studios") whose on-demand viewing data is also included in the DSS module; provided, however, no Client DSS Data shall be disclosed or otherwise made available through the DSS module at the multichannel video programming distributor ("MVPD") level.
6. Limited DSS module Reporting; Restrictions on Use and Disclosure by Client. The data and reports available through the DSS module ("DSS Data") shall be for Client's internal use only and may not, except as otherwise provided below following Third-Party Disclosure Authorization (as defined below), be disclosed to any third party without Comscore's prior written consent, provided that Client shall have the right prior to and after Third-Party Disclosure Authorization to disclose DSS Reports to, within and/or among its parent company and affiliates, but excluding any entity or division of an entity engaged in operating (a) a multichannel video programming distributor or (b) an over the top digital retail service providing content from Participating Studios other than Client through electronic sell-through, Internet video on demand, subscription-based streaming and/or other digital/electronic means (each, an "Excluded Business"). Comscore shall use commercially reasonable efforts to secure the same or similar limitations on the disclosure of Client DSS Data by other Participating Studios as those imposed on Client herein.
7. Disclosure Rights of Participating Studios - Prior to Third-Party Disclosure Authorization. Prior to Third-Party Disclosure Authorization, each Participating Studio shall have the right to disclose DSS Data, including the Client DSS Data, to, within and/or among its parent company and affiliates, excluding any entity or division engaged in operating an Excluded Business.
8. Additional Third-Party Disclosure Rights - After Third-Party Disclosure Authorization. Client hereby grants authorization for each Participating Studio to disclose DSS Data, including Client Data, to certain third parties as and to the extent set forth below ("Third-Party Disclosure Rights"), provided that each other Participating Studio that will have access to DSS Data that includes Client Data has also authorized the same Third-Party Disclosure Rights with respect to its DSS Data ("Third-Party Disclosure Authorization"). Each Participating Studio (including, for clarity, Client) shall have the right to disclose DSS Data to (a) such Participating Studio's potential and actual sponsors and advertisers, as applicable, as well as to other third parties in each case to the extent reasonably necessary to conduct such Participating Studio's standard business, research, sales, category management and projection activities and events (for example, presentations to distributors, retailers, wholesalers, customers, investor presentations, acquisition comparisons and marketing comparisons) (each, an "Event"), provided that disclosure under this clause (a) shall be limited to no more than 50 titles and their respective DSS Data per Event, (b) such Participating Studio's licensors, licensees and business partners, and (c) such Participating Studio's third-

party consultants including, without limitation, attorneys, accountants and financial advisors working on behalf of such Participating Studio. Each party described in clause (a), (b) or (c) to whom a Participating Studio discloses DSS Data shall (i) have a need to know such DSS Data in connection with such activity or event or its relationship with such Participating Studio, as applicable, and (ii) have agreed to maintain the confidentiality of such data and not to further disclose the same. In connection with any disclosure of DSS Data by a Participating Studio, such Participating Studio shall include a disclaimer in substantially the following form:

“This material includes data or information derived from a Comscore proprietary service, is provided without warranty of any kind or nature whatsoever, and neither Comscore, [Participating Studio], nor any of their affiliates or data suppliers shall bear any liability for your use of and/or reliance upon such data or information. Additionally, such information is confidential and may not be disclosed to any third party.

At such time as the Participating Studios have granted Third-Party Disclosure Authorization as described above, Comscore shall provide written or e-mail notice thereof to Client and each other Participating Studio, at which time Client and each other Participating Studio will have the right to exercise the Third-Party Disclosure Rights.

XI. National Cross-Platform (NXP) Products

1. Prerequisites.
 - i. During the term of the Service Order in which Client purchased NXP, Client must maintain an active subscription, with at least the same period, to Comscore (a) TV Essentials, (b) Video Metrix Multi-Platform or MMX Multi-Platform, and (c) OnDemand Essentials, and the terms and conditions applicable to those subscriptions shall also apply to the Service Order in which Client purchased NXP.
 - ii. Delivery is subject to Client’s participation, during the term of the Service Order in which Client purchased NXP, in Comscore’s Unified Digital Measurement (UDM) via a valid Data Sharing Agreement and must, during the term of such Service Order, continue to be in compliance with the terms and conditions thereof.
2. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore’s option, expire.
3. Limited Disclosure Right; Client Obligations. Client may disclose the National Cross Platform data, reports and information made available by Comscore under the Service Order in which Client purchased NXP (“National Cross Platform Data”) for no monetary consideration to advertisers, sponsors and other third parties consistent with and as reasonably necessary for Client’s customary business activities. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any National Cross Platform Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of National Cross Platform Data as permitted in the Service Order in which Client purchased NXP, and any use of such data by parties to whom it is disclosed, shall be at Client’s sole risk and Client shall indemnify, defend, and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any National Cross Platform Data disclosed by Client as permitted under the Service Order in which Client purchased NXP shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.
4. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present National Cross Platform Data in a manner that is modified, incomplete, incorrect or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the National Cross Platform system. Comscore reserves the right to impose additional restrictions on Client’s use or disclosure of National Cross Platform Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.

5. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Syndicated Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Syndicated Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Syndicated Deliverables. Such credit can only be used by Client to extend the duration of the Service Order in which Client purchased NXP or to purchase additional Comscore Syndicated Deliverables, not for a refund.
6. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased NXP, all rights granted to Client in the Syndicated Deliverables, including the right to access any systems or use any data, shall immediately terminate.
7. No Reprocessing of Data. Notwithstanding anything to the contrary in the Original Agreement, in no event shall Comscore be required to reprocess, repopulate, or correct any National Cross Platform Data or other data made available under the Service Order in which Client purchased NXP.

XII. Local Cross-Platform (LXP) Products

1. Prerequisites.
 - i. During the term of the Service Order in which Client purchased LXP, Client must maintain an active subscription, with at least the same period and markets (if applicable), to Comscore (a) Comscore TV - Local and (b) Video Metrix Multi-Platform or MMX Multi-Platform, and the terms and conditions applicable to those subscriptions shall also apply to the Service Order in which Client purchased LXP.
 - ii. Prerequisites. Delivery is subject to Client's participation, during the term of the Service Order in which Client purchased LXP, in Comscore's Unified Digital Measurement (UDM) via a valid Data Sharing Agreement and must, during the term of the Service Order in which Client purchased LXP, continue to be in compliance with the terms and conditions thereof.
2. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option, expire.
3. Limited Disclosure Right; Client Obligations. Client may disclose the Local Cross Platform data, reports and information made available by Comscore under the Service Order in which Client purchased LXP ("Local Cross Platform Data") for no monetary consideration to advertisers, sponsors and other third parties consistent with and as reasonably necessary for Client's customary business activities. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any Local Cross Platform Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of Local Cross Platform Data as permitted in the Service Order in which Client purchased LXP, and any use of such data by parties to whom it is disclosed, shall be at Client's sole risk and Client shall indemnify, defend, and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any Local Cross Platform Data disclosed by Client as permitted under the Service Order in which Client purchased LXP shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.
4. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present Local Cross Platform Data in a manner that is modified, incomplete, incorrect or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the Local Cross Platform system. Comscore reserves the right to impose additional restrictions on Client's use or disclosure of Local Cross Platform Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.

5. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Syndicated Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Syndicated Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Syndicated Deliverables. Such credit can only be used by Client to extend the duration of the Service Order in which Client purchased LXP or to purchase additional Comscore Syndicated Deliverables, not for a refund.
6. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased LXP, all rights granted to Client in the Syndicated Deliverables, including the right to access any systems or use any data, shall immediately terminate.
7. No Reprocessing of Data. Notwithstanding anything to the contrary in the Original Agreement, in no event shall Comscore be required to reprocess, repopulate, or correct any National Cross Platform Data or other data made available under the Service Order in which Client purchased LXP.

XIII. Comscore Consumer Intelligence (CCI)

1. Prerequisites. During the term of the Service Order in which Client purchased CCI, Client must maintain an active subscription to Comscore TV - Local with at least the same period and markets, and the terms and conditions applicable to that subscription shall also apply to the Service Order in which Client purchased CCI.
2. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option, expire.
3. Training. A paid subscription includes up to 2 days of training.
4. Limited Disclosure Right; Client Obligations. Client may disclose the CCI data, reports and information made available by Comscore under the Service Order in which Client purchased CCI ("CCI Data") for no monetary consideration to advertisers, sponsors and other third parties consistent with and as reasonably necessary for Client's customary business activities, provided that in no event may Client disclose, whether in writing, electronically or verbally, the actual number of reporting set top boxes or households. Except as expressly permitted above, Client shall not disclose, display, publish or distribute any CCI Data, regardless of any disclosure right that may otherwise exist in the Original Agreement. Any disclosure of CCI Data as permitted in the Service Order in which Client purchased CCI, and any use of such data by parties to whom it is disclosed, shall be at Client's sole risk and Client shall indemnify, defend, and hold harmless Comscore and its affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure or use. Any CCI Data disclosed by Client as permitted under the Service Order in which Client purchased CCI shall unless otherwise requested by Comscore identify Comscore as the source in a location and format reasonably acceptable to Comscore.
5. Restrictions on Use. In addition to the restrictions set forth in the Original Agreement, Client shall not: (a) disclose or present CCI Data in a manner that is modified, incomplete, incorrect, or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on any reports generated by or made available through the CCI system. Comscore reserves the right to impose additional restrictions on Client's use or disclosure of CCI Data to the extent the provider of the corresponding raw data imposes such restrictions on Comscore.
6. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Syndicated Deliverables is restricted by the provider of such data, Comscore may impose similar restrictions on the Client's right to use any such Syndicated Deliverables. If any of Comscore's rights to use any data necessary to provide any Syndicated Deliverables expires or is terminated by the provider of such data, Comscore may discontinue the provision of any such Syndicated Deliverables, in which case the Client shall be

granted a credit by Comscore equal to any prepaid amount of the affected Syndicated Deliverables. Such credit can only be used by Client to extend the duration of the Service Order in which Client purchased CCI or to purchase additional Comscore Syndicated Deliverables, not for a refund.

7. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased CCI, all rights granted to Client in the Syndicated Deliverables, including the right to access any systems or use any data, shall immediately terminate.
8. No Reprocessing of Data. Notwithstanding anything to the contrary in the Original Agreement, in no event shall Comscore be required to reprocess, repopulate, or correct any CCI Data or other data made available under the Service Order in which Client purchased CCI.

XIV. Theatrical Products

1. Applicability. The following terms apply to theatrical products including Comscore Movies, Box Office Essentials (BOE), International Box Office Essentials (IBOE), Global Box Office Essentials (GBOE), PostTrak (Domestic and International), Forecast, Swift, and related data feeds (collectively, "Theatrical Products").
2. Access. All access to any Theatrical Products which are made available to Client through an online web interface is subject to the Terms of Service ("TOS"), which are located on the website where Client accesses the Deliverables. The TOS, as they may be amended, restated, or updated from time to time by Comscore in accordance with their terms, are by this reference incorporated herein and made a part hereof. In the event of any conflict between the terms of this Service Order and the applicable TOS, the terms of this Service Order shall control.
3. Co-Requisite Licenses. Forecast, Swift and BOE or IBOE data feeds each require that Client maintains a license for BOE, IBOE, GBOE or Comscore Movies, as applicable, during the term of the data feed subscription.
4. No Disclosure Right; Client Obligations. Subject to any additional restrictions set forth in the Service Order in which Client purchased the applicable Theatrical Products, Client may use the Deliverables for Client's internal business purposes only, and all Deliverables shall be Comscore Confidential Information under the Original Agreement. Any internal or (if expressly permitted, external) dissemination of Deliverables shall include any proprietary statements, notices and disclaimers generated by the applicable Deliverables, and in no event shall Client delete, obscure, alter, or fail to reproduce any of the foregoing. In addition, any Deliverables generated (a) by BOE, IBOE, GBOE Comscore Movies shall include the following: "Source: Comscore Movies™, a product of comScore, Inc.", and (b) by PostTrak shall include the following: "Source: PostTrak, a Product of comScore, Inc. and Screen Engine LLC", or in each case such other attribution language as Comscore may request. Access to Deliverables is subject to the raw data being provided to Comscore by its data suppliers.
5. Termination of Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated by the provider of such data or if any studio or distributor requests that Comscore cease providing some or all Deliverables to Client, Comscore may discontinue the provision of any such Deliverables, in which case the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of the Service Order in which Client purchased the applicable Theatrical Products or to purchase additional Deliverables, not for a refund.
6. Rights upon Termination or Expiration. Upon expiration or termination of the Service Order in which Client purchased the applicable Theatrical Products, all rights granted to Client in the Deliverables, including the right to access any systems or use any data, shall immediately terminate, and Client and each employee accessing the Deliverables hereunder shall return or destroy (at Comscore's election) all electronic or hard copies of the Deliverables and all derivatives thereof, including but not limited to copies residing on leased servers, at hosting

services, on disaster recovery servers, in backups or in archives, and within 30 days after termination or expiration of the Service Order in which Client purchased the applicable Theatrical Products, Client shall certify in writing to Comscore that it has complied with the requirements of this paragraph.

7. Release Schedule. If Client is a studio or distributor, Client shall provide Comscore with a release schedule and periodic updates thereto upon Comscore's first request.
8. No Reprocessing of Data. Notwithstanding anything to the contrary in the Original Agreement, in no event shall Comscore be required to reprocess, repopulate, or correct any Deliverable Data.
9. Use. Theatrical Product Deliverables and/or data are intended for use by Client only in association with tools and systems provided by Comscore; accordingly, such Deliverables and/or data may not be transferred or otherwise used in association with any third-party application, system, program, software, service, or other offering, unless such use is expressly approved in writing in the applicable Service Order (or an authorized Amendment thereto). Theatrical Product Deliverables are not intended to be used (i) in connection with research where the primary use is for making investment decisions, or (ii) for reporting or calculating royalties or other fees based on, or otherwise measuring, usage of content, and any use for such purposes shall be at Client's sole risk; (b) Theatrical Product Deliverables are for Client's internal use only, and Client shall not have the right to sell, transfer, license, copy, disclose, display, publish, distribute or disseminate any Theatrical Product Deliverables; and (c) Client shall not directly or indirectly use any automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or extract any data from Theatrical Products, nor will Client download or extract data in a manner that Comscore finds objectionable (e.g., downloads of large amounts of data, or repeated frequent downloads of the same or similar updated data).

XV. Branded Content and effective CPM (eCPM) Products

1. Password Expiration. Any passwords that are unused for a period of 90 consecutive days will, at Comscore's option, expire.
2. Permitted Use; Restrictions on Use - Non-Agencies. This paragraph applies unless Client is an Agency (as defined in the following paragraph) acquiring the Deliverables for an end-customer. The Deliverables provided under the Service Order in which Client purchased Branded Content and/or eCPM may be used only internally for Client's customary and ordinary business activities. Client may only disclose the Deliverables consistent with and as reasonably necessary for such business activities, so long as (a) Client does not receive any monetary consideration for the Deliverables or the disclosure thereof, and (b) the Deliverables are not disclosed or presented in a manner that is modified, incomplete, incorrect, or otherwise reasonably likely to mislead the recipient. Any disclosure of the Deliverables shall be at Client's sole risk and Client shall indemnify, defend and hold harmless Comscore from and against all third-party claims or suits (and all losses, expenses, damages and costs, including reasonable attorneys' fees, relating thereto) arising out of any such disclosure. For any Deliverable that Client is authorized to disclose, unless otherwise advised by Comscore, Client shall identify Comscore as the source of the Deliverable in a location and format reasonably acceptable to Comscore. Client shall not: (a) use, copy, reproduce, or duplicate the Deliverables or contents thereof (collectively the "Comscore Materials") for any purposes except as expressly permitted in the Service Order in which Client purchased Branded Content and/or eCPM; (b) disassemble, reverse engineer, decompile or prepare derivative works of the Comscore Materials (except that Client shall be permitted to prepare derivative works of the Deliverables in furtherance of the permitted use thereof); or (c) rent, sublicense, transfer, or grant any rights in the Comscore Materials in any form to any third party.
3. Permitted Use; Restrictions on Use - Agencies. This paragraph applies if Client is an advertising agency ("Agency") acquiring the Deliverables for an end-customer. The Deliverables may be used only internally for Agency's customary and ordinary business activities for the benefit of that specific end-customer only. Agency

may only disclose the Deliverables to that end-customer consistent with and as reasonably necessary for such business activities, so long as the Deliverables are not disclosed or presented in a manner that is modified, incomplete, incorrect, or otherwise reasonably likely to mislead the end-customer. Any disclosure of the Deliverables shall be at Agency's sole risk and Agency shall indemnify, defend, and hold harmless Comscore and its Affiliates from and against all third-party claims or suits (and all losses, expenses, damages and costs, including reasonable attorneys' fees, relating thereto) arising out of any such disclosure. For any Deliverables that Agency is authorized to disclose, unless otherwise advised by Comscore, Agency shall identify Comscore as the source of the Deliverable in a location format reasonably acceptable to Comscore. Neither Agency nor the end-customer shall: (a) use, copy, reproduce, or duplicate the Deliverables or contents thereof (collectively the "Comscore Materials") for any purposes except as expressly permitted in the Service Order in which Client purchased Branded Content and/or eCPM; (b) disassemble, reverse engineer, decompile or prepare derivative works of the Comscore Materials; or (c) rent, sublicense, transfer, or grant any rights in the Comscore Materials in any form to any third-party.

4. Restrictions on Use. Client, or any third party acting on Client's behalf, may not (a) sell, resell, license or transfer for value the Deliverables; (b) publicly disclose or publish any Deliverable in its entirety, or the substantial equivalent of same; (c) reverse engineer or attempt to reverse engineer the Deliverables or any Comscore system; (d) derive or attempt to derive any Personal Information from the Deliverables; (e) unless responding to a subpoena or other valid process, introduce the Deliverables or derivatives thereof as part of an investigation or court proceeding; or (f) knowingly use the Deliverables in a manner that creates any third-party cause of action or liability on the part of Comscore, its affiliates or licensors. Client shall not: (a) disclose or present the Deliverables in a manner that is modified, incomplete, incorrect, or otherwise reasonably likely to mislead the recipient; or (b) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer, or other proprietary notices appearing in or on any Deliverables.
5. Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated or modified by the provider of such data, Comscore may discontinue or amend, at Comscore's discretion, the provision of any such Deliverables. In the case of such discontinuation, the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of any other Deliverables contained in the Service Order in which Client purchased Branded Content and/or eCPM, or to purchase additional Comscore Deliverables, not for a refund. Client appoints Comscore as its agent to access and view content necessary to perform the services and provide the Deliverables outlined herein and represents and warrants that it has the rights necessary to make this appointment and to allow Comscore to access and view such content, and shall indemnify, defend and hold Comscore harmless from and against any and all third-party claims against Comscore arising due to breach of the foregoing, including any allegation that accessing or viewing this content is in violation of any third-party rights.

If Client is purchasing Cross-Platform Insights Module (powered by Pathmatics), then these additional terms apply:

6. Prerequisites. During the term of the Service Order in which Client purchased Cross-Platform Insights Module (powered by Pathmatics), Client must maintain an active subscription, with at least the same service period to Comscore Branded Content - TV Intelligence Module.

XVI. Out of Home (OOH) Products

1. Licensing. Deliverables are licensed and not sold. Comscore grants Client a non-exclusive, non-assignable and non-transferable license, during the term of the Service Order in which Client purchased OOH, to use the

Deliverables directly by Client for its internal business purposes only; provided, however, that Client may provide the Deliverables to a third-party agent that is operating under terms of a written agreement with the Client at least as comprehensive and restrictive as the terms hereof, so long as Client remains responsible for the acts and actions of such third-party agent, and then only where the specified use by such third-party agent is consistent with and reasonably necessary for Client's internal business activities, and for no other purpose. Unless otherwise provided in the Service Order in which Client purchased OOH, Client may not (i) sell, resell, license or transfer the Deliverables, including for any type of commercial value or gain whatsoever; (ii) use the Deliverables for the purposes of marketing activation or individual targeting; (iii) make any unapproved modification; (iv) publicly disclose or publish any Deliverable in its entirety, or the substantial equivalent of same; (v) reverse engineer or attempt to reverse engineer the Deliverables or any Comscore system; (vi) derive or attempt to derive any Personal Information from the Deliverables, or otherwise use them for marketing mix modeling, lift studies or attribution in any manner (unless otherwise expressly agreed by the parties); (vii) unless responding to a subpoena or other valid process, introduce the Deliverables or derivatives thereof as part of an investigation or court proceeding; or (viii) knowingly use the Deliverables in a manner that creates any third-party cause of action or liability on the part of Comscore, its Affiliates or licensors, and in that regard Client warrants that any of its methodologies and/or platforms utilizing any deliverable provided hereunder shall output only deidentified data and shall not contain any Personal Information. Client is responsible for ensuring that all use of the Deliverables complies with this license and for seeking advance written permission from Comscore for any use not expressly so authorized.

2. Third-Party use. If Client desires that a third party be allowed access or use of the Deliverables or any data therein, for purposes beyond Client's internal business use, then that third party must contract directly with Comscore to be given such access and use-rights. In each such circumstance, Client shall introduce the third party to Comscore in writing (email sufficient), and such introduction shall be sufficient without further action to permit Comscore to contract with the third party and provide them with some or all of the Deliverables. By way of example, but not limitation, where Client works with a third party to sell inventory on Client's network(s), then that activity is outside Client's internal business use, and that third party must therefore contract with Comscore as provided herein for access or use of the Deliverables or any data therein.
3. Agency use. If Client is an advertising agency ("Agency") acquiring the Deliverables for an end-customer, then Client must identify that end-customer to Comscore and the Deliverables may be used by the Agency and their end-customers in strict compliance with the applicable license terms and restrictions set forth herein, and only internally for Agency's customary and ordinary business activities for the benefit of that specific end-customer only. Any disclosure of the Deliverables shall be at Agency's sole risk and Agency shall indemnify, defend, and hold harmless Comscore and its Affiliates from and against all third-party claims or suits (and all losses, expenses, damages and costs, including reasonable attorneys' fees, relating thereto) arising out of any such disclosure. For any Deliverables that Agency is authorized to disclose, unless otherwise advised by Comscore, Agency shall identify Comscore as the source of the Deliverable in a location format reasonably acceptable to Comscore. For clarity, neither Agency nor the end-customer shall: (a) use, copy, reproduce, or duplicate the Deliverables or contents thereof (collectively the "Comscore Materials) for any purposes except as expressly permitted in the Service Order in which Client purchased OOH (b) disassemble, reverse engineer, decompile or prepare derivative works of the Comscore Materials; or (c) rent, sublicense, transfer, or grant any rights in the Comscore Materials in any form to any third-party.
4. Comscore's Rights to Use Data. If any of Comscore's rights to use any data necessary to provide any Deliverables expires or is terminated or modified by the provider of such data, Comscore may discontinue or amend, at Comscore's discretion, the provision of any such Deliverables. In the case of such discontinuation, the Client shall be granted a credit by Comscore equal to any prepaid amount of the affected Deliverables. Such credit can only be used by Client to extend the duration of any other Deliverables contained in the Service Order in which

Client purchased OOH, or to purchase additional Comscore Deliverables, not for a refund. Client appoints Comscore as its agent to access and view content necessary to perform the services and provide the Deliverables outlined herein and represents and warrants that it has the rights necessary to make this appointment and to allow Comscore to access and view such content, and shall indemnify, defend and hold Comscore harmless from and against any and all third-party claims against Comscore arising due to breach of the foregoing, including any allegation that accessing or viewing this content is in violation of any third-party rights.

5. Non-Compete. Due to the nature of the data being provided under the Service Order in which Client purchased OOH, Client agrees not to develop, assist in developing, or engage a third party to develop or assist in developing, any services or products based on any data gained through such Service Order that would compete with any of Comscore's products and services in existence on the Effective Date. Nothing in this section will prevent Client from acquiring any products or services that are developed independently by a third party without use of the Comscore data being provided under the Service Order in which Client purchased OOH. Client expressly agrees that this non-competition provision is reasonable, and that this provision shall survive termination or expiration of the Service Order in which Client purchased OOH and the Original Agreement.
6. Public Dissemination. In addition to the other terms governing public dissemination of the Deliverables and/or the data therein, Client represents and warrants that it shall cease all further public dissemination of the Deliverables and/or data therein within one year after the expiration or termination of the Service Order in which Client purchased OOH, unless it obtains the prior written consent of a Comscore authorized executive to continue such use. This representation and warranty apply equally to any public dissemination of information that may have previously been allowed or approved prior to such expiration or termination, and for each such instance the public dissemination shall cease unless a new written consent by a Comscore authorized executive is obtained to allow ongoing public dissemination. It is the intent of the Parties that this clause survives expiration or termination of the Service Order in which Client purchased OOH, such that failure to comply with the terms hereof shall be deemed a material breach of contract.

XVII. Analytical Solutions - Data Feeds

1. Licensing. Deliverables are licensed and not sold. Comscore grants Client a non-exclusive, non-assignable and non-transferable license, during the term of the Service Order in which Client purchased the Analytical Solutions, to use the Deliverables directly by Client for its internal business purposes only; provided, however, that Client may provide the Deliverables to a third-party agent that is operating under terms of a written agreement with the Client at least as comprehensive and restrictive as the terms hereof, so long as Client remains responsible for the acts and actions of such third-party agent, and then only where the specified use by such third-party agent is consistent with and reasonably necessary for Client's internal business activities, and for no other purpose. Unless otherwise provided in the Service Order in which Client purchased the Analytical Solutions, Client may not (i) sell, resell, license or transfer the Deliverables, including for any type of commercial value or gain whatsoever; (ii) use the Deliverables for the purposes of marketing activation or individual targeting; (iii) make any unapproved modification; (iv) publicly disclose or publish any Deliverable in its entirety, or the substantial equivalent of same; (v) reverse engineer or attempt to reverse engineer the Deliverables or any Comscore system; (vi) derive or attempt to derive any Personal Information from the Deliverables, or otherwise use them for marketing mix modeling, lift studies or attribution in any manner (unless otherwise expressly agreed by the parties); (vii) unless responding to a subpoena or other valid process, introduce the Deliverables or derivatives thereof as part of an investigation or court proceeding; or (viii) knowingly use the Deliverables in a manner that creates any third-party cause of action or liability on the part of Comscore, its Affiliates or licensors, and in that regard Client warrants that any of its methodologies and/or platforms utilizing any

deliverable provided hereunder shall output only deidentified data and shall not contain any Personal Information. Client is responsible for ensuring that all use of the Deliverables complies with this license and for seeking advance written permission from Comscore for any use not expressly so authorized.

2. **Non-Compete.** Due to the nature of the data being provided under the Service Order in which Client purchased the Analytical Solutions, Client agrees not to develop, assist in developing, or engage a third party to develop or assist in developing, any services or products based on any data gained through such Service Order that would compete with any of Comscore's products and services in existence on the Effective Date. Nothing in this section will prevent Client from acquiring any products or services that are developed independently by a third party without use of the Comscore data being provided under the Service Order in which Client purchased the Analytical Solutions. Client expressly agrees that this non-competition provision is reasonable, and that this provision shall survive termination or expiration of the Service Order in which Client purchased the Analytical Solutions and the Original Agreement.
3. **Privacy.** Client agrees that any Personal Information received from Comscore shall be retained only so long as there is a legitimate business purpose for its retention, and in no event shall the Client retain data in the precise form received from Comscore for more than 90 days after which all such Personal Information shall be destroyed, and at Comscore's request Client shall provide written certification of its compliance with this commitment. Client will not, and will ensure that its employees, agents, personnel and representatives do not, directly or indirectly (a) attempt to discover or associate any personal data or personally identifiable data (as such terms are defined under applicable laws and regulations) with a Comscore panelist or data subject, or (b) use the Deliverables to engage in any marketing activities knowingly directed to Comscore panelists or any other data subjects.

XVIII. Social Audience ("Shareablee") Products

1. **Terms & Conditions.** Delivery of Shareablee Deliverables is subject to the terms and conditions set out on <https://www.shareablee.com/content/terms-and-conditions>.
2. **Implementation.** "Implementation" shall be defined as the implementation (including configuration) by Client, or any party directly or indirectly engaged by Client ("Client's Partner"), of either the Comscore tag(s) or any alternative method(s) through which data is, directly or indirectly, provided to Comscore. The Implementation must be performed in accordance with Comscore's implementation instructions and is the Client's sole responsibility. If the Implementation is not properly performed, any reporting to Client may be incomplete, incorrect, or unavailable. Comscore may, in its sole discretion, suspend the provision of services if in its commercially reasonable judgment suspension is necessitated by any acts or actions (whether by Client or Client's Partner) in breach of this clause.
3. **Social Handle Authentication.** Some Social Audience products may require, and others may benefit from, authentication of Client's social handles with Shareablee.

If Client is purchasing any of these specific Shareablee products:

- a) Brand Surveys
- b) Campaign Performance Index (CPI)
- c) Behavioral Lift
- d) Shareablee Ad Hoc

then this additional term applies:

4. During the term of the Service Order in which Client purchased any of the Shareablee product listed above, Client must maintain an active subscription, with at least the same service period, to Insight Studio.

5. If Client is purchasing any Shareablee “Add-on” product, then during the term of the Service Order in which Client purchased such Shareablee Add-on product, Client must maintain an active subscription, with at least the same service period and geography, to Shareablee Platform.

XIX. Total Digital Products

1. Total Digital provides access to a dashboard containing limited digital and social audience metrics; access to additional metrics through the dashboard requires Client to be subscribed, during the term of the Service Order in which Client purchased Total Digital, to:
 - a) (in relation to social metrics) Shareablee Platform; and
 - b) (in relation to any other metrics) MMX Desktop and MMX Multi-Platform (with the same data months, data coverage / geography, categories, and delivery frequency)
2. The Digital Audience Products terms specified herein shall apply to all the digital portions of the Total Digital Deliverables, and the Social Audience (“Shareablee”) Products terms specified herein shall apply to the social audience portions of the Total Digital Deliverables.

B) GENERAL TERMS

General terms applicable to all Service Orders

1. Applicability. Where a Service Order includes Deliverables from more than one of the product-specific categories set forth herein, then the Product Terms for each applicable product-specific category shall apply to that Service Order.
2. API and Data Feed Products. A fee for an API or a data feed grants Client use of a data delivery mechanism only, and does not include a license to data available via such delivery mechanism. The license for data delivered through the API or data feed is to be covered in the relevant product-purchase fee separately.
3. Access, Fair Use, Termination. Any use of APIs, FTPs or other forms of access made available by Comscore must be in a fair and reasonable manner. Comscore may request the Client to limit or otherwise modify its usage of any such form of access if such usage (i) materially exceeds the fair and reasonable use that Comscore had envisioned when dimensioning its systems, acting reasonably, and (ii) in Comscore's reasonable assessment may affect the usability or availability of any services provided by Comscore. Client shall provide all reasonably required assistance and information in connection with such a request. Where feasible, Comscore may choose to make alternative methods of access available to the Client for an additional fee. Any such access is limited to the authorized users permissioned by Comscore. Comscore reserves the right to suspend such access, or to terminate any Service Order, in the event Client does not meet its payment obligations or breaches its other obligations under any Service Order. If Comscore exercises its right to suspend a Service Order, Client's obligation to make payment in full under the terms of the Service Order shall continue to accrue during the period of any suspension and shall immediately vest in full in the event of termination. Comscore has the right to issue invoices for Deliverables provided under a Service Order (including for excess usage or similar delivered benefits that may not be expressly contemplated in the invoicing schedule stated in the Service Order), and Client has the obligation to pay such invoices, and such rights and obligations shall survive termination of such Service Order, for any reason.
4. Assumption. The parties agree that each Service Order governing intellectual property rights, including the license to use Deliverables, is an executory contract for the purposes of Section 365 of the U.S. Bankruptcy Code, which may not be assigned or assumed per Section 365(c) of the Bankruptcy Code absent Comscore's consent. Therefore, notwithstanding any provision to the contrary, in the event Client files for bankruptcy or other similar

relief, no Service Order (nor the rights or obligations thereunder) may be assigned or assumed absent express written consent for such assignment and/or assumption from an authorized representative of Comscore. Any purported assignment or assumption not meeting these conditions shall be deemed void ab initio.

5. **Attribution.** If a Deliverable contains any source or attribution language or information, including copyright notices, then Client shall retain such source or attribution language or information in any Use of the Deliverable.
6. **Comscore Markets™.** Use of Comscore Markets shall be subject to the terms and conditions of the Comscore Markets License Agreement set forth at <https://www.comscore.com/Media/Files/Legal/Comscore-Markets-Terms>.
7. **Data Covered Under Other Subscriptions.** From time to time, Comscore, at its discretion, may choose to include third-party data in certain Deliverables, as a no-cost add-on, during the term of the Service Order in which Client purchased said Deliverables. In all cases, such no-cost add-ons shall be subject to Client's ongoing compliance with such conditions as Comscore may require, including conditions such as: (i) that Client shall have an active subscription to said third-party data with the third party and (ii) that the third party shall have notified Comscore of the existence of said active subscription. By way of example, but not limitation, Comscore may choose to offer add-on reporting information derived from Datalou LLC ("Datalou") to its Clients who maintain active subscriptions with Datalou, provided that Datalou has notified Comscore of this active subscription. For clarity, all such add-ons offered at no cost are subject to Section 18 below.
8. **Data Restrictions.** Unless otherwise specified in the Agreement, no party will share or make available to another party any sensitive or special categories of personal data ("SPI"), as defined under the applicable data protection laws; if a party is to make SPI available under any Agreement, then the party providing the SPI represents and warrants that it has sufficient rights to provide that SPI and that it has obtained all necessary rights and consents from any third parties to provide the SPI. Client may not send to Comscore or use Deliverables from people, information that: (i) it knows or reasonably should know is from or about children under the age of 13; or (ii) includes health, financial, biometrics, or other categories of similarly sensitive information (including any information defined as sensitive under applicable law); except in cases where (a) the terms for those Deliverables specifically allow it or (b) Client is sending financial information for the express purpose of effecting a financial transaction. Deliverables are not intended for and may not be used (i) in connection with investment purposes and/or to inform investment decisions, including research or modeling for those purposes, and (ii) Client represents and warrants that it shall not use Deliverables for such purposes and shall indemnify and hold Comscore harmless for any use in breach hereof.
9. **Public Release.** Client use of Deliverables is subject to the usage guidelines as set forth at <https://www.comscore.com/Insights/Data-Usage-Policy>. Comscore shall have the right to publicly identify Client as a customer and publicly announce any Service Orders entered into.
10. **No Unilateral Terms.** No unilateral terms or conditions on materials issued by Client, including without limitation, purchase orders and order forms, will be used to interpret or amend the parties' legal rights and responsibilities as they pertain to the Deliverables provided hereunder.
11. **IVT Avoidance Notice.** The Media Rating Council (MRC) and the industry seek to combat invalid traffic (IVT). Client will familiarize itself with and support the MRC's Invalid Traffic Detection and Filtration Guidelines, (which are available on the MRC website at: <https://mediaratingcouncil.org/sites/default/files/Standards/IVT%20Addendum%20Update%20062520.pdf>).
12. **No Transfer of License.** Notwithstanding anything to the contrary in the Agreement or herein, the rights and licenses granted under any Service Order are nonexclusive and personal to Client (as such Client entity is constituted as of the Effective Date of such Service Order) and may not be assigned or transferred, including in the event of a change of controlling ownership, without Comscore's prior written approval.
13. **No Manipulation.** Comscore reserves the right to suspend services where it suspects any attempt to interfere with the intended operation of its business, or to otherwise manipulate the intended purpose of any Service

Order in any way. This determination is made at Comscore's sole discretion. If such determination is made, then Comscore shall also, upon reasonable notice, have the right to audit and otherwise examine the Client's systems and records to determine adherence to the terms set forth herein, and Client agrees to make available its systems and relevant records, which it shall maintain in accordance with industry preferred data practices.

14. Use of Deliverables as Input. No Deliverables may be used by Client or any third party as an input into any product, service, model or analytical process, nor may the Deliverables be used to enhance algorithms, models, or filtering criteria, unless the Service Order in which Client purchased the Deliverables expressly allows such use(s). By way of example, unless Client has purchased any Deliverables intended to be used for activation and/or targeting purposes, under a Service Order explicitly allowing that specific use, then the Deliverables may not be used for any activation and/or targeting purposes, nor may they be used as an input into any product, service, model or analytical process facilitating activation and/or targeting uses, nor may they be used to enhance algorithms, models, or filtering criteria for activation and/or targeting uses. For clarity, as used in this clause, the term 'activation' shall mean all forms of activation including contextual and audience activation, and the term 'targeting' shall mean any marketing strategy that involves identifying specific persons, households, devices, content, locations or markets for delivering advertising.
15. Data Use. When Client provides data to Comscore, causes third parties to provide data to Comscore, or allows Comscore to collect data, such action affirms that Client has all rights, and has obtained all third-party consents necessary, for Comscore to use that data for generating the Deliverables and improving its models and methodologies, and Client shall be required to maintain an active Data Sharing Agreement with Comscore (as specified below).
16. Other Agreements.
 - i. Each Service Order is intended to be governed by an active Master Services Agreement (referred to herein as "Agreement" or "Original Agreement") between the parties. If no active Agreement is in effect, then by executing a Service Order the Client accepts, without need for further action, the Terms of Use at: <https://www.comscore.com/Request/other/Terms-and-Conditions> which shall constitute the Agreement.
 - ii. Certain Product Terms require Client to maintain an active Data Sharing Agreement (sign-up page: <https://direct.comscore.com/signup/Signup.aspx>). If no active Data Sharing Agreement is in effect, then by executing a Service Order subject to those terms, the Client accepts without need for further action the Data Sharing Agreement at: <https://www.comscore.com/Request/Agreements/Data-Sharing-Agreement>.
17. Privacy and Security. Both parties shall comply with any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to the respective party, including those relating to data security, data protection and/or privacy. If either party provides personal information (including contact names and email addresses) ("Personal Information") to the other in the course of their normal business relationship, then:
 - i. Client is hereby notified that Comscore processes the Personal Information in the United States of America;
 - ii. Comscore reserves the right to impose reasonable protective measures should such be reasonably believed to be necessary to avoid violating applicable law;
 - iii. both parties hereby incorporate by reference the terms and conditions of the Data Protection Addendum set out at <https://www.comscore.com/layout/set/popup/Request/Agreements/Data-Protection-Addendum>, as if fully set forth herein; and
 - iv. both parties shall, at a minimum, adhere to the information security requirements set out at <https://www.comscore.com/Request/Agreements/Data-Protection-and-Information-Security-Requirements>.
18. Trials and/or No-Cost Services. If no fees are charged under any trial or other Service Order, then each party agrees that the Deliverables thereunder constitute valuable consideration to support the Client's promises and commitments thereunder, and agrees to the following terms which shall expressly control and supersede any

conflicting terms in any other applicable agreement: **Client agrees that such Deliverables are provided “AS IS,” WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF CLIENT’S INTENDED APPLICATION OF THE SERVICES OR DELIVERABLES. Client waives any and all claims or causes of action which it has or may have against Comscore, its Affiliates and licensors, in relation to or in connection with any such Deliverables, regardless of the legal theory. The Deliverables may be used only for internal evaluation purposes by Client and may be terminated at any time by Comscore.** Use of such deliverables will be subject to the restrictions and limitations of the Service Order in which Client purchased the applicable Trials and/or No-Cost Services and the Original Agreement.

19. **MRC Accreditation.** Comscore is actively engaged with the MRC to achieve accreditation related to products in the Comscore TV product suite, and the parties agree that once such accreditation is received a 10% uplift shall be applied to pricing set forth in any Service Order covering such accredited product(s), effective starting the first day of the month following such accreditation.
15. **Use.** “Use” shall be defined as copy, host, cache, route, transmit, store, reformat, excerpt, analyze, display, reproduce, incorporate, integrate, modify, distribute, create derivative works thereof and otherwise exploit.
20. **Adjustments.** Due to the changing nature of technologies, methodologies and regulations associated with the matters covered herein, including but not limited to data rights and data privacy issues, Comscore may adjust data sources and elements as it deems necessary to comply with agreements or internal policies, applicable laws or regulations, or accreditation-organization or industry guidelines. Comscore may also amend these Product Terms and the terms set forth on the webpages referred to herein at any time at its discretion (such webpages and the webpage on which these Product Terms are published are collectively referred to by the term “Website”) by posting such amendments on the applicable Website. Comscore shall make commercially reasonable efforts to issue notifications of material Website changes and Client is encouraged to visit the Websites regularly to review changes that may have occurred.
21. **Enforceability.** If any provision of these Product Terms is held to be invalid, illegal, or unenforceable, the remaining provisions of the Product Terms will remain in full force and effect.
22. **Headings.** Section headings in these Product Terms are intended for ease of reference only and are not to be used for interpretation or limitation of the substantive provisions in a section.

Terms applicable to Credit Banks

23. **Use.** If Client purchases a credit bank (the “Credit Bank”), the fund of the Credit Bank may be applied against Client’s future purchase(s) of Deliverables. The Credit Bank must be committed to Deliverables that will be delivered in accordance with the following schedule:
 - a. 100% of the Credit Bank must be committed to Deliverables (other than a credit bank) that will deliver by one year from the effective date of the Service Order in which Client purchased the Credit Bank (“Credit Bank End Date”).
 - b. Any portion of the Credit Bank that has not been committed to Deliverables that will deliver by the Credit Bank End Date, shall expire on the Credit Bank End Date and shall not be subject to refund.
 - c. The parameters of each purchase of Deliverables (including final scope and costs) which are to be paid out of the Credit Bank shall be agreed to in writing by the parties under a separate Service Order.
24. **Third parties.** Notwithstanding anything to the contrary, Client is prohibited from using funds from a Credit Bank to pay for fees associated with Deliverables which are commissioned by a third party. Additionally, the fees associated with services which are commissioned by a third party shall not be counted towards any minimum commitment arrangements which Client may have in place with Comscore.