

GOOGLE THIRD PARTY SERVING COMPATIBILITY PROGRAM AGREEMENT

This agreement is between the entity identified on the signature page (“**You**” or “**Your**”) and Google Ireland Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4 (“**Google**”) and is effective from the date on which it is signed by Google (the “**Agreement**”).

The Google Group is running the Google Third Party Serving Compatibility Program (the “**Program**”), in which You (a third party server, research vendor or rich media vendor) would like to participate. To participate in the Program, You must sign this Agreement. After signing this Agreement, You will be subject to a certification process. If You pass the certification process, Google shall notify You of Your appointment to participate in the Program, which will be subject to the terms and conditions set out below. The defined terms are set out in Schedule 1.

- 1. Program Participation.** If You successfully complete the certification process, Google shall notify You: (a) that You are appointed to participate in the Program; (b) of the web property(ies) which are available under the Program; (c) the geographic regions in which Your participation is permitted; and (d) where applicable, the technology in respect of which You have been certified and which You may use in Your participation of the Program.
- 2. Policies.** You shall comply with: (a) the Program Policies; and (b) Specifications.
- 3. Service Levels and Contacts.** If requested by Google, You shall serve an ad on a web property as specified in that request. You must comply with the Service Levels at all times. You shall ensure the Contact Persons are available during Normal Business Hours to assist Google in resolving issues related to Your participation in the Program.
- 4. Privacy Policies.** You must maintain, display and make readily accessible to end users, a privacy policy that complies with applicable law and provides notice of Your data collection practices, including (without limitation) information on the kind of data You collect, the purposes for which You will process the data, any disclosures that will be made of the data and Your use of any tracking mechanism, including cookies, and information on how to disable those tracking mechanisms.
- 5. Brand Features and Publicity.** You hereby grant the Google Group a nonexclusive, royalty-free and non-sublicensable licence to use Your Brand Features in connection with the Program including, without limitation, to identify You as a participant appointed under the Program. You may not indicate that You participate in the Program or disclose Your relationship between You and any member of the Google Group under this Agreement without Google’s prior written approval.

6. Google Information. The parties agree that Google and/or a Google Group Company shall: (a) own all rights to any and all Google Information; and (b) to the extent applicable, retain and use the Google Information in accordance with the Google Group's privacy policies. Without limiting any member of the Google Group's rights in the Google Information, Google shall procure that the Google Group shall not disclose Identifying Information to any third party (except to any of the Google Group's advisers, agents or contractors who are under written confidentiality obligations) unless: (i) a member of the Google Group has obtained Your prior written consent; (ii) a member of the Google Group concludes that the disclosure is required by law or has a good faith belief that the disclosure is reasonably necessary to protect the rights, property or safety of any member of the Google Group, its users or the public; or (iii) such Identifying Information has been aggregated so that no third party could identify You or a specific advertiser as the subject or source of the information.

7. Your use of the Identifying Information. Google hereby grants You a non-exclusive, royalty-free, irrevocable, worldwide, perpetual and non-sublicensable licence to retain and use the Identifying Information. You may not disclose any Identifying Information except to the advertiser to which the content directly relates and/or the agency appointed by such advertiser provided that such disclosure is subject to written confidentiality obligations.

8. Confidentiality. Except as set out in clause 7, You may not disclose Confidential Information without Google's prior written consent, unless such disclosure is required by law.

9. Inspection for Compliance. Google may from time to time carry out audits to ensure Your compliance with this Agreement and the proper functioning of Your technology, to reconcile discrepancies and to validate research methodologies and data practices. You shall provide Google with reasonable access to Your premises, technology and records for such purposes.

10. Prohibitions. Except as expressly permitted in writing by a member of the Google Group, You cannot use any automated means to access, query or otherwise collect data from the Google Services or any website owned or operated by a Google Partner. Except to the extent such action cannot be prohibited by law, You shall not modify, copy, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of the Google Services or create or attempt to create a substitute or similar service or product through use of or access to any of the Google Services.

11. Changes to Program. Google reserves the right to change, suspend or discontinue all or any aspect of the Program at any time and for any reason, without liability. If the Program is discontinued, the parties agree that this Agreement shall terminate automatically.

12. Suspension and Termination. Google may at any time suspend or revoke Your appointment by giving You written notice and the reasons for such suspension or revocation. You may at any time withdraw from the Program by giving Google written notice. If Google revokes Your appointment or You withdraw from the Program, this Agreement will terminate automatically. During any period of suspension of Your appointment, You may not participate in the Program. Any termination of this Agreement will not affect any other rights or remedies of the parties under this Agreement, at law or in equity, and shall not affect any accrued rights or liabilities of either party at the date of termination.

13. No Endorsement. The Google Group: (a) does not represent or endorse: (i) the quality, accuracy, reliability, integrity or legality of Your systems; or (ii) Your compliance with the Program; (b) is not obliged to review the content distributed by You; and (c) is not liable for Your acts or omissions.

14. No Representations or Warranties.

14.1 To the extent permitted by law, the Program and Google Group's and the Google Partner's web properties are provided "as is".

14.2 To the extent permitted by law, and except as specified in this Agreement, all express and implied terms, conditions, representations and warranties are hereby excluded.

14.3 You may not: (i) make any representations or give warranties to any advertiser or agency regarding the level of impressions, clicks or conversions for any ad or content associated with any of the Google Services; and/or (ii) represent or guarantee the timing of delivery of any impressions, clicks or conversions for any ad or other content displayed on any Google Group or Google Partner web property.

15. Representations and Warranties. You represent and warrant that: (a) all information provided by You to Google to enrol in the Program is correct, complete and current ; (b) You shall maintain throughout the term of this Agreement all rights required to permit the Google Group to use Your Brand Features pursuant to this Agreement ; (c) You shall not, as a result of Your acts or omissions, deliver malware, spyware or other code onto any Google Group or Google Partner web property which could alter or disrupt any program, product, service or device; and (d) You shall comply with all applicable laws in Your performance of this Agreement.

16. Limitations of Liability; Force Majeure.

16.1 Nothing in this Agreement shall exclude or limit Google's liability for: (i) death or personal injury resulting from the negligence of Google ; or (ii) fraud or fraudulent misrepresentation.

16.2 Subject to clause 16.1, Google shall not be liable under this Agreement (whether in contract, tort or otherwise) for: (i) any loss of profits or goodwill ; or (iii) any special, indirect or consequential losses; in any case, whether or not such losses were within

the contemplation of the parties at the effective date of this Agreement.

16.3 Subject to clauses 16.1 and 16.2, Google's total aggregate liability arising from or in connection with this Agreement (whether in contract, tort or otherwise) shall be limited to €30,000 (thirty thousand Euros).

16.4 Without limiting the foregoing, neither party shall be liable for any failure or delay resulting from any circumstance beyond the reasonable control of such party.

17. Indemnification. You shall indemnify the Indemnified Persons against all loss, damage and expense incurred as a result of all third party claims brought against such Indemnified Persons arising out of, or related to, Your Brand Features, Your participation in the Program and/or Your breach of the Agreement. After receiving a third party claim, the Indemnified Persons shall: (a) promptly notify You of such claim; (b) provide You with reasonable information, assistance and cooperation in defending the claim; and (c) give You full control and sole authority over the defence and settlement of such claim.

The Indemnified Persons may appoint its own supervising counsel of its choice at its own expense. You shall not be liable under this indemnity to the extent that such liability arises as a result of Google's breach of this Agreement.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement. Nothing in this Agreement limits Google's right to obtain preliminary and interim relief against You to protect the Google Group's Brand Features or to enforce any obligation of confidence in any other court of competent jurisdiction or concurrently in more than one court of competent jurisdiction. This Agreement and the documents referred to in it constitute the entire agreement between the parties relating to the subject matter of this Agreement and supersede any previous oral or written understanding, commitments, contracts or representations relating to the subject matter of this Agreement. Each party acknowledges and agrees that in entering into this Agreement it has not relied, and will not rely, on any representation, warranty, collateral contract or other assurance made by or on behalf of any party before entering into this Agreement, except for those set out in this Agreement and the documents referred to in it. The parties agree that they are independent contractors and that this Agreement does not create an agency, partnership or joint venture of any kind. Except in respect of the Google Group Companies and the Google Partners, nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the parties to this Agreement. Google shall remain liable for any breach of this Agreement caused by an act or omission of a Google Group Company. All notices must be in writing and addressed to the other party's legal department and primary business contact set out in Schedule 3. Notice shall be deemed given when received or, if sent by email, when receipt is verified. Failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such (or any other) right or remedy. The invalidity, illegality or

unenforceability of any provision (or part of a provision) of this Agreement shall not affect the continuation in force of the remainder of the provision (where applicable) and this Agreement. You shall not sub-contract, assign or otherwise transfer Your rights or obligations under this Agreement, in whole or in part, without the prior written consent of Google. Google may assign or transfer any of its obligations or rights under this Agreement in whole or in part at its sole discretion to a Google Group Company.

Signed by the parties on the dates shown below.

YOU:

By:
Name:
Title:
Date:
Address:

GOOGLE IRELAND LIMITED:

By:
Name:
Title:
Date:
Address:

Schedule 1

DEFINED TERMS

"Brand Features" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of a party.

"Confidential Information" means: (a) the Program and all related materials, the existence and content of the Agreement and any information provided pursuant to the Agreement ; (b) Google Information; and (c) any other information that is marked as confidential or would normally be considered confidential. Confidential Information does not include information that has: (i) become publicly known through no breach of this Agreement by You ; (ii) been independently developed without access to Confidential Information, as evidenced in writing; (iii) been rightfully received by You from a third party without such third party being in breach of any confidentiality obligation.

"Contact Persons" means the individuals listed in Schedule 3.

"Google Group" means Google and the Google Group Companies.

"Google Group Company" means: (a) any parent company of Google; (b) any corporate body of which Google directly or indirectly has control; and/or (c) any corporate body directly or indirectly controlled by the same person or group of persons as Google. A person or group of persons who are able directly or indirectly to control or materially to influence the policy of a corporate body, but without having a controlling interest in that body corporate, may be treated as having control of it. Reference to a person includes a legal person (such as a limited company) as well as a natural person.

"Google Information" means information collected by any member of the Google Group from Your use of the Program.

"Google Partner" means a third party publisher with whom a member of the Google Group has an arrangement or agreement (in whatever form) under which the third party publisher allows any member of the Google Group to display advertising on that third party publisher's, or another third party publisher's, web property(ies).

"Google Services" means the Program and any other Google Group program, product, service, website, documentation or software.

"Identifying Information" means any Google Information that identifies You or a specific advertiser whose content You provide or have provided to Google as part of the Program as

the source or subject of the information.

"Indemnified Persons" means Google, each Google Group Company and each Google Partner.

"Normal Business Hours" means Monday to Friday (inclusive) excluding statutory holidays in England and Wales from 09:00 to 17:00 GMT (inclusive).

"Program Policies" means program policies and guidelines that the Google Group makes available from time to time, including without limitation the Third-Party Ad Serving Policy available at <http://adwords.google.com/support/bin/answer.py?answer=94230>, Editorial Guidelines (<https://adwords.google.com/select/guidelines.html>), and Trademark Guidelines (www.google.com/permissions/guidelines.html).

"Service Levels" means the service levels set out in Schedule 2, and as updated by Google from time to time.

"Specifications" means any ad, technical, policy or content specifications provided by Google from time to time.

Schedule 2

SERVICE LEVELS

You shall:

- provide a primary and secondary business and technical contact as well as a contact for 24 hour, 7-day a week support as listed in Schedule 3.
- provide two hour resolution to any support query Google may make. If there is a discrepancy between Google-counted metrics and Your metrics that exceeds 10%, You shall: (a) identify the source of such discrepancy and provide resolution within 48 hours; and (b) provide Google with access to sufficient data to validate Your analysis.
- assist Google in resolving any dispute with an advertiser or an agency appointed by that advertiser relating to a discrepancy between Googlecounted metrics and Your metrics.

Schedule 3

CONTACT PERSONS

You shall provide Google with correct and up-to-date contact information for the following contact persons:

Business Contacts

Primary	
Name	
Title	
Phone	
Email	
Secondary	
Name	
Title	
Phone	
Email	
24x7 Support Contact	
Name	
Title	
Phone	
Email	

Technical Contacts

Primary	
Name	
Title	
Phone	
Email	
Secondary	
Name	
Title	
Phone	
Email	