

TERMS OF USE

Welcome to www.digitech/GroupM.com (the “**Database**”). This database is owned and operated by GroupM (“**we**”, “**us**”, “**our**”). Your use of this Database (and any other feature, content or application offered from time to time by the Database) is subject at all times to these Terms of Use (as the same may be modified by us from time to time) and all applicable laws, rules and regulations. Please read these Terms of Use carefully and contact us with any questions.

1. Acceptance of Terms

By accessing, participating in, or populating this Database, you, a technology vendor authorized by GroupM to use this Database (“Vendor”) or member of GroupM Personal (including contractors) (“Employee”) (collectively, “Users”) agree that you have read, understand and agree to be legally bound by the terms and conditions set forth below. If you do not agree to be bound by these Terms of Use, or you are not a Vendor or an Employee, please do not access or use this Database, which is intended to be used to support GroupM’s internal business operations only. These Terms of Use may be modified, changed or altered by us at any time without prior notice. In agreeing to these Terms of Use, you are responsible for periodically checking for changes and/or updates to these Terms of Use. Notwithstanding the foregoing, we will endeavor to notify you of any changes by posting such changes on the Database. Your continued access of the Database after such changes are made conclusively demonstrates your acceptance of such changes. You may request a copy of these Terms of Use by emailing us at: digitech@GroupM.com. Please include the subject, “Terms of Use Agreement.”

2. Use of the Database

Use of and access to the Database is void where prohibited. By accessing and using the Database, you represent and warrant that (a) you are 18 years of age or older and have attained the age of majority in the state in which you are located; and (b) your use of the Database does not violate any applicable law or regulation. By using the Database, or tools or applications for communicating, posting or creating content, you agree to post material that is proper and related to the forum presented by the particular area of the Database.

3. Permitted Uses

This Database is not intended for, and we have no intention of collecting personally identifiable information from, persons under the age of 18. The content and information posted on this Database are provided as information to interested persons and may be used for informational and personal purposes, or any other purposes authorized by us at our sole discretion.

Employees may not copy, distribute, republish or transmit any materials from this Database to third parties unless such use falls within the authorized course of business. Any unauthorized use or violation of these Terms of Use immediately and automatically terminates your right to use this Database and may subject you to legal liability. You agree not to use the Database for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another’s privacy, abusive, threatening or obscene purposes) and you agree that you will comply with all laws, rules and regulations related to your use of the Database. Appropriate legal action will be taken for any illegal or unauthorized use of the Database.

4. No Warranty

Your use of the Database and any reliance you place on its content, together with your interpretations of that content, is at your sole risk. The content and information posted on

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the Database is provided to you “as is” without warranties or representations of any kind. We disclaim and exclude any express or implied warranties or representations, including any warranties as to merchantability or fitness for a particular purpose of the Database to the broadest extent permitted by law. We make no warranties or representations, express or implied, as to the timeliness, accuracy, quality, completeness or existence of the content and information posted on the Database. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Database or that it will be free from bugs or viruses. We make no warranties or representations that your use of content and information posted on this Database will not infringe rights of third parties.

If you download any content from the Database, we will not be responsible in any way for any damage to your computer system or loss of data that results from the download of any such content.

5. Links to Third Party Sites; Advertisers

The Database may provide Employees with links or other access to other websites, services, products or content of third parties. We have no control over, nor do we endorse any, such websites, services, products or content. You acknowledge and agree that you access such third party websites, services, products or content at your own risk and are wholly responsible for making your own independent judgment regarding your use or interaction with the same. We recommend you read the privacy and terms of use policies of each third party’s website that you access.

6. Privacy Policy

Please see our “Privacy Policy” for additional details with respect to how we maintain and respect the privacy of your personal information. Vendors may view or download the Privacy Policy at dt.groupm.com, and Employees may view or download the Privacy Policy at digitech.groupm.com. You agree to our collection, use and sharing of your information as set forth in our Privacy Policy.

7. Content

In general, much of the content contained on the Database is supplied by third parties and other Users. In no event will anything contained in these Terms of Use or any area of the Database be construed as a representation or guaranty with respect to any of the content. We do not guarantee the accuracy, completeness or usefulness of any content. Furthermore, we do not endorse, nor are we responsible for, the accuracy and reliability of any opinion, advice or statement made on the Database by any third party. We assume no responsibility and no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any Content (defined below) posted by you, or to restrict, suspend, or terminate your access to all or any part of the Database at any time, for any or no reason, with or without prior notice, and without liability. We expressly reserve the right to remove or revoke your registration and/or restrict, suspend, or terminate your access to the Database if we determine, in our sole discretion, that you pose a threat to the Database and/or its Users.

Users may be able to post or provide content to certain areas on the Database. You are solely responsible for any content, photos, artwork, videos, text, graphics, articles and other information you upload, post, display or otherwise provide to the Database (“Content”). You represent and warrant that: (i) you own the Content provided by you to the Database or otherwise have the right

to grant the license set forth in this Paragraph 7; (ii) your Content does not violate the privacy rights, publicity rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Content on the Database does not result in a breach of any contract between you and a third party. You agree to pay for all royalties, fees and other monies owing to any person by reason of any Content you post on the Database. Content that is prohibited to provide on or through the Database includes, but is not limited to Content that promotes information that you know is false or misleading.-

In addition, Vendors agree to upload only product or technology information that is, to the best of their knowledge, complete, accurate and correct. Vendors agree to honor, to the best of their ability, the information, specifications, product guidelines, or any other factual assertions contained in the Content that they provide to the database.

By supplying Content to any area of the Database, you automatically grant to us for purposes of maintaining the Database, making Content available, and for other business purposes determined by us in our sole discretion, and you represent and warrant that you have the right to so grant, an irrevocable, transferable, perpetual, non-exclusive, fully paid up, worldwide license to use, copy, perform, reproduce, display, edit, modify and distribute such information and Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sub-licensees of the foregoing through multiple tiers. Additionally, we shall be free to use any ideas, concepts, know-how or techniques contained in such Content for any purpose whatsoever, including without limitation, developing, manufacturing and marketing products and services which incorporate such Content. Essentially, when you supply any content to the database, we retain the unrestricted right to use and exploit such content.

This Database is protected by copyright, trademark, and other laws and we own and retain all rights in our content on the Database. We hereby grant you a limited, revocable, non-sublicensable license to reproduce and display our content (excluding any software code) solely for your individual use in connection with viewing and utilizing the Database for its intended purposes, namely to support GroupM's media planning and buying activities.

8. No Content Monitoring. We are under no obligation to screen or monitor Content, but may review Content from time to time at its sole discretion to review compliance with these Terms of Use. We will make all determinations as to what Content is appropriate in our sole discretion. We may include, edit or remove any Content at any time without notice.

9. Termination of Access. In addition to any right or remedy that may be available to us under these Terms of Use or applicable law, we may suspend, limit or terminate your access to the Database, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including your identity, to the proper authorities.

11. Indemnity

You agree to defend, indemnify and hold us, our subsidiaries, and affiliates, and each of our respective officers, agents, clients, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, issued by any third party due to or arising out of your use of the Database in violation of these Terms of Use and/or arising from a breach of these Terms of Use (including, without limitation, any breach of your representations and warranties set forth herein).

12. Confidentiality

(a) In connection with these Terms of Use, we may disclose, or you may learn of or have access to, certain confidential or proprietary information owned by us or our business partners (“Confidential Information”). Confidential Information includes, but is not limited to, any data, information or designs, oral or written, that relates to us or any of our business partners or any of their respective business activities, developments, designs, methods, trade secrets or information.–

(b) You shall maintain the Confidential Information in strict confidence and shall not disclose, publish or copy any part of the Confidential Information. You shall use the Confidential Information solely for the purpose of performing your obligations under these Terms of Use. You shall take all necessary precautions in handling the Confidential Information and limit disclosures on a strict need-to-know basis. However, you may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that you give us reasonable prior notice to contest such order or requirement.

(c) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at digitech@GroupM.com.

13. Term.

These Terms of Use shall remain in full force and effect while you use the Database or are registered with the Database. You may terminate your registration at any time, for any reason. We may terminate your registration at any time, without warning. Even after your registration is terminated you continue to remain bound by these Terms of Use to the extent you continue to access the Database in any capacity.

15. Limitation on Liability.

EXCEPT WHERE OUR LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO US FOR YOUR REGISTRATION, OR ONE (1) US DOLLAR.

16. U.S. Export Controls.

Software made available to you by the Database (the "Software") is subject to United States export controls. No Software may be downloaded from the Database or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

17. Arbitration/No Class Action. Except where prohibited by law, as a condition of using the Database, you agree that any and all disputes, claims and causes of action (collectively, “Claim”) arising out of or connected with the Database, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such

arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. Payment of all filing, administration, arbitrator and/or mediator fees will be governed by the rules of the American Arbitration Association. In the event that you conclusively demonstrate that your payment of such fees is cost-prohibitive, we will consider in good faith paying all or a portion of such fees on your behalf. An award rendered by the arbitrator(s) may be entered and confirmed by the State and Federal courts of the State of New York, County of New York. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the State and Federal courts of the State of New York, County of New York. You agree that you must assert all claims against us within one (1) year from the date the claim first accrued.

18. Miscellaneous

Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use and your account on the Database are personal to you and may not be transferred or assigned. These Terms of Use are governed by U.S. federal law and the laws of the State of New York, U.S.A., regardless of your location, without regard to its conflicts of law provisions; and you hereby consent to the non-exclusive jurisdiction of and venue in the federal and state courts located in New York County, New York, U.S.A. in all disputes arising out of or relating to the Database. Use of the Database is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions. Our performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Database or information provided to or gathered by us with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect. These Terms of Use, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to various parts of the Database), constitutes the entire understanding between you and us.

Please contact us at: digitech@GroupM.com with any questions regarding these Terms of Use.

We may give you notice of certain events from time to time and may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Database or (if we choose to do so in our sole discretion) delivering them to you through email if you have provided us with your accurate email address.

These Terms of Use are effective and were last updated on February 27, 2014.