Last Updated: October 11, 2023

This KPM Onsite Media Addendum to IAB 3.0 is an addendum to the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Versions 3.0 ("IAB 3.0" and, collectively with this KPM Onsite Media Addendum to IAB 3.0, the "Terms"), and govern orders/placements and Ads for KPM Onsite Media that Agency or Advertiser submits through Media Company's KPM Onsite Media online advertising portal (the "Kroger Ad Platform").

In the event of a conflict, the order of precedence is: (a) all Insertion Orders or Project Briefs (for campaign-specific terms and conditions except as expressly noted to the contrary) that have been accepted by KPM; (b) this KPM Onsite Media Addendum to IAB 3.0; and (c) IAB 3.0; provided however (a) will only take priority over (b) and (c) with respect to the specific services described in such Insertion Order or Project Brief.

KPM reserves the right, at its sole discretion, to modify these Terms at any time by posting such modifications here. To the extent KPM has modified the Terms, with respect to any IO or Project Brief placed prior to such modification, the Terms in effect on or before the effective date of the IO or Project Brief apply to such IO or Project Brief, provided that any changes addressing new products or services, or in compliance with applicable laws, rules, regulations, ordinances, and directives will be effective immediately when posted.

KPM Onsite Media Addendum to IAB 3.0
Effective October 11, 2023

This KPM Onsite Media Addendum to IAB 3.0 covers purchases of KPM Onsite Media made by Agencies or Advertisers from KPM. In cases of an Advertiser making a direct buy purchase of KPM Onsite Media from KPM: i) all references to "Agency" in the Terms should be replaced with "Advertiser"; ii) any and all references to "Project Brief" means "Insertion Order" or "IO"; and iii) any and all references to "Project Brief', "Insertion Order" or "IO" includes reference to orders/placements submitted through Kroger Ad Platform for KPM Onsite Media.

1. Definitions:
Capitalized terms not defined herein are defined in IAB 3.0.
"API" means any application programming interface and related services that KPM makes available for purposes of allowing API clients to exchange data and otherwise interface with the Kroger Ad Platform.
"Approved Management Tool" means any management tool that KPM has authorized to allow execution of KPM Onsite Media via an API connection established between Kroger Ad Platform and such management tool. A list of third parties that are currently authorized to provide Approved Management Tools is located under the KPM Onsite API Partner Policy at https://www.krogerprecisionmarketing.com/working-with-us.html.
"Campaign" means a series of advertising messages delivered within user-selected start and end dates.
"KPM Onsite Media" means media offerings published on Kroger digital properties.
"Kroger" means The Kroger Co. and its subsidiaries and affiliates, including 84.51 LLC, an Ohio limited liability company.
"Kroger Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Kroger.
"Media Company" is referenced in IAB 3.0 and, for the avoidance of doubt, means 84.51 LLC. Media Company and 84.51 LLC are also referred to herein as "Kroger Precision Marketing" or "KPM".
"Project Deliverables" means any reports, data, materials, physical media, goods, or other work product (which may include aggregated audience, targeting data, or sales data attributable to campaign impressions or clicks) provided by KPM to Agency and/or Advertiser in the performance of the Services. For the avoidance of doubt, Project Deliverables are the exclusive property of KPM and its affiliates, provided that Agency and/or Advertiser will have the perpetual right to use all Project Deliverables for internal business use of the Advertiser and/or Agency. For clarity, if Advertiser is

working with an Agency on a Campaign, then the Agency may use applicable Project Deliverables internally as needed to provide services to the Advertiser.

2. <u>Suspension of Kroger Ad Platform Access</u>: If an invoice is refused by Agency's accounting or accounts payable department for lacking a Purchase Order ("PO") number or IO number or not recognizing the PO number or IO number included by Agency in the submission of the order/placement, KPM reserves the right to suspend Agency's access to the Kroger Ad Platform until such time as the invoice is accepted by Agency's accounting or accounts payable department. KPM further reserves the right to suspend or delay a Campaign if an invoice is not accepted by Agency's accounting or accounts payable department for failing to include a PO number or IO number or not recognizing the PO number or IO number included by Agency in the submission of the order/placement.

3. <u>Cancellation Policy</u>: Agency may pause or cancel a Campaign at will. If a Campaign is paused or cancelled after the Campaign start date, Agency will be billed for any actual spend that occurred when the Campaign was live.

4. <u>Audit Rights</u>: KPM reserves the right to audit KPM Onsite Media Campaigns at any time.

5. <u>APIs and Approved Management Tools</u>: Agency and/or Advertiser may, if separately authorized by KPM, use APIs for the purpose of managing Campaigns. Any and all use of any API by any Agency or Advertiser will be subject to all such additional terms and conditions upon which KPM makes such API available. Agency and/or Advertiser may use Approved Management Tools for the purpose of managing Campaigns. Agency and/or Advertiser is solely responsible for verifying all data (including, but not limited to: Campaign start dates, Campaign end dates, rates, bids, budgets, audience and targeting, quantities, and other Campaign features) that relates to the Campaign when using an API or Approved Management Tool. The Kroger Ad Platform remains the authority (i.e., source of truth) for all Campaign-related data, information, budgets, and features and Agency and/or Advertiser must ensure that any changes to Campaign data made in or via an API or Approved Management Tool are verified in the Kroger Ad Platform. KPM shall not be held liable for the consequences of any interruptions, defects, or errors relating to Agency's and/or Advertiser's Campaign or any Project Deliverables which may occur as a result of Agency's and/or Advertiser's use or reliance on an API or Approved Management Tool.

6. <u>Destination URLs</u>: To the extent an Ad placed on KPM Onsite Media contains a URL, e.g. to click through and buy the advertised product, such URL may only direct to a click-through destination that is owned, operated, and/or controlled by Kroger or a Kroger Affiliate.

7. <u>No Tagging or Other Tracking Technologies</u>. No Agency, Advertiser, or third party tagging or tracking technologies of any kind are allowed or permitted on any KPM Onsite Media, including, without limitation, any of the following:
- Verification Tags
- Site Pixels
- Measurement Pixels

8. <u>No User Volunteered Data</u>. No User Volunteered Data (as defined in the IAB 3.0) will be collected by KPM.

9. <u>Competitive Separation</u>: KPM will not agree to or permit competitive separation on Kroger or Kroger Affiliate digital properties.

By clicking accept, you agree that you have read and have authority to agree to the foregoing.