

2016 TABLET TERMS + CONDITIONS

TIME INC. TERMS FOR INTERNET ADVERTISING

This Insertion Order incorporates by reference and is subject to the IAB/AAAA Standard Terms and Conditions For Interactive Advertising For Media Buys One Year or Less Version 3.0, which may be found at http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf (the "IAB Terms"), subject to the terms set forth below. Capitalized terms not otherwise defined below shall have the respective meanings set forth in the IAB Terms. To the extent any of the terms included herein conflict with the IAB Terms, these terms shall govern.

Payment and Invoicing: Advertiser and Agency are jointly and severally liable for payment of all invoices. Agency will make payment 20 days from receipt of invoice. Invoices will not be accompanied by proof of performance for the invoice period and failure by Media Company to send invoices within 180 days of delivery of all Deliverables will not waive its right to payment of Ads for which no invoice was sent during such period.

Ad Placement and Positioning: Media Company's obligation to create a reasonably balanced delivery schedule shall not apply with respect to sponsorships (e.g., site specials, roadblocks, etc.).

Ad Materials/Site Standards: Media Company shall retain complete editorial control over all elements of the Site. The Ads and Advertising Materials shall not be contrary to the public interest, shall conform to Media Company's then existing program and operating policy and quality standards and are subject to Media Company's prior approval and continuing right to reject, suspend the access of, or require editing of such materials.

Advertiser and Agency represent that (i) all Advertising Materials shall comply with any industry codes or rules by which Advertiser may be bound and all applicable laws, rules, regulations and governmental or administrative order (including, without limitation, OBA self-regulatory principles and the Children's Online Privacy Protection Act in connection with any information collected by Advertiser); (ii) the Advertising Materials shall not contain spyware, adware, or any other software designed to covertly gather user information or behavior or which collects or uses data, content or information from Media Company's systems; (iii) the Advertising Materials shall not contain unauthorized embedded interactive triggers or other software that automatically diverts users from any Media Company site/syndication location or service; (iv) all Ad Materials are accurate and that all claims contained therein have been substantiated; (v) any personally identifiable information ("PII") that Advertiser obtains, provides, uses or otherwise comes to possess under an IO shall be collected, stored, maintained, transferred, and discarded via adequate security protections, procedures and protocols, and will not be disclosed to the public or any unauthorized third parties; (vi) Advertiser shall comply with all applicable notification laws and requirements in the event PII in its possession is improperly disclosed to the public, or is otherwise affected by a security failure; and (vii) all email communications Advertiser creates or sends pursuant to or as a result of this IO shall comply with all state and federal privacy and other applicable laws and regulations.

Contribution to, creation or approval of the Advertising Materials by Media Company shall not limit Advertiser's indemnification.

Indemnification: Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of Section XII of the IAB Terms or of Advertiser's representations and warranties in Section IX(h) or XIV(a) of the IAB Terms, (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Agency or Advertiser at least 14 days prior to the violation giving rise to the Claim), (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO, or (iv) the pages and sites to which the Ads link.

Data Usage/Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein (except as set forth in the ultimate sentence of this Section XII(h)), the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning. Notwithstanding the foregoing, Agency may only use data identifying users as users of a Site in a form in which such user data is combined with data relating to users from numerous campaigns of numerous sites.

Miscellaneous Terms: For purposes of this Insertion Order, "force majeure" shall also mean major news events. The laws of the State of New York shall govern this Insertion Order and Media Company and Agency (on behalf of itself and Advertiser) agree that any claims, legal proceeding or litigation arising in connection with this Insertion Order will be brought solely in the state or federal courts sitting in New York, New York, and the parties consent to the jurisdiction of such courts.