

CLIENT INSERTION ORDER

Insertion Order Details:

IO Number: 55584-955294
Name: Redland Unified School District
Client Name / Consultant Name (hereinafter referred to as either "Client" or "Consultant"): The Lew Edwards Group
Total Contracted Spend: \$15,000.00

REVISIONS



Client Contact and Contact Information:

Name: Carianne Mackamul-Covey; Juan Cabril
Email address: carianne_mackamul-covey@redlands.k12.ca.us

Send Invoice To: Carianne Mackamul-Covey
Email address: carianne_mackamul-covey@redlands.k12.ca.us

Media Company:

Media Company Contacts: III - Interactive LLC d/b/a Division-D (hereinafter referred to as "Media Company" or "Division-D")

Sales Representative:

Name: Lindsey Yager
Email address: lyager@divisiond.com
Phone: 573-446-6135

Traffic:

Name: Mackenzie Helms
Email address:

Inventory Details:

Start date/End date	Package Name	Placement Targeting	Creative Unit	Quantity Impressions	CPM \$	Spend
6/24/2024 - 7/19/2024	Cross-Platform Standard Display	CRM Data Targeting to client-provided list; Above the Fold Traffic Only; Run of Cross-Device Inventory	300x250, 728x90, 300x600, 320x50 & 160x600	280,000	\$12.50	\$3,500.00
6/24/2024 - 7/19/2024	Rising Star Billboard	CRM Data Targeting to client-provided list; Run of Desktop & Tablet Inventory	970x250	131,579	\$19.00	\$2,500.00
6/24/2024 - 7/19/2024	In-Feed Native	CRM Data Targeting to client-provided list; Run of Cross-Device Inventory	1200x627, 627x627, 200x200 logo, ad title, ad description, CTA	138,889	\$18.00	\$2,500.00
6/24/2024 - 7/19/2024	Mobile Interstitials	CRM Data Targeting to client-provided list; Run of Mobile & Tablet Inventory	320x480, 300x250	131,579	\$19.00	\$2,500.00
6/24/2024 - 7/19/2024	Streaming Audio or Podcast & Companion Banner	CRM Data Targeting to client-provided list; Run of Cross-Device Inventory; Companion Banner Served Where Possible	:15, :30 AND 300x250, 640x640	88,889	\$45.00	\$4,000.00
ADDED VALUE PACKAGE						
6/24/2024 - 7/19/2024	Brand Safety/Account Management Added Value	Division-D: Brand safety verification included. Viewability reporting available upon request throughout flight per notice to Division-D prior to campaign launch; Dedicated account management team to monitor and report on campaign based on client's desired frequency	various	Added Value	Added Value	\$0.00
6/24/2024 - 7/19/2024	Division-D: Creative Services Added Value	Division-D Creative Team: Ability to build out and resize standard banners (including HTML5), high impact units, native images and copy, social media ads and audio production as needed at no extra charge. Agency/Client given final approval. Two rounds of edits provided free of charge for display/high impact builds & one round of edits provided free of charge for audio production; additional edits will incur fee. *Division-D retains right to creatives	various	Added Value	Added Value	\$0.00
Total				770,936		\$15,000.00

This Client Insertion Order (sometimes referred to as the "Insertion Order" or "IO"), and the IAB 4As standards v3.0 Terms and Conditions located at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-standards-FINAL.pdf and incorporated herein by this reference, are collectively referred to as the "Agreement." Said Agreement represents a binding agreement between Client and iii - interactive LLC d/b/a Division-D (hereinafter referred to as "Media Company" or "Division-D"), a Missouri limited liability company. Client and Division-D may be referred to herein individually as a "Party" or collectively as the "Parties."

General Terms:

Traffic:

Geotargeted as outlined above. Client acknowledges and agrees that the impression numbers specified in this Insertion Order are estimates only and the amounts due Division-D hereunder are calculated using the number of impressions actually delivered to Client. Client understands that Division-D cannot guarantee the number of impressions generated during the campaign nor does it guarantee any level of deliverables, and further acknowledges that no such guarantees have been made by Division-D.

Placement Targeting:

Division-D in its sole and absolute discretion, and without notification to, or consent of, Client, can adjust or reallocate the placement of creative units to achieve optimal campaign results and efficiency. We will shift budget between ad formats for full budget delivery as needed.

Payment Terms:

Amounts due to Division-D will be invoiced at the end of each month and payments shall be made within thirty (30) days of the date of the invoice. Notwithstanding any terms and conditions in the IAB 4As standards v3.0 Terms and Conditions to the contrary, Client acknowledges and agrees that the full amount of the invoice(s) shall be paid when due and not to withhold the amount due under the invoice, or any portion thereof, for any reason.

Out Clause/Early Termination:

At any time upon 7 days advance written notice by either Party to the other Party. Client shall timely pay Division-D all amounts due for services rendered hereunder as of, through, the effective date of termination of this Agreement.

Billing:

Amounts due Division-D under this Agreement shall be determined using Division-D's Third Party Ad Server(s). For purposes of this Agreement, "Division-D Third Party Ad Server" means Google Campaign Manager or any other ad serving technology company, hired by Division-D, to serve, track, measure, and count advertisements, clicks and impressions. Such Division-D Ad Serving Platform shall be selected by Division-D in its sole and absolute discretion. Notwithstanding any terms and conditions in the IAB 4As standards v3.0 Terms and Conditions to the contrary, even if both parties are tracking delivery, Division D's Third Party Ad Server's shall provide the measurement used to determine the amounts due to Division-D from Client under this IO.

In event that Client directs Division-D to use certain personal data and/or PII (e.g. email address, phone number) provided by Client (the "Provided Data") to: (a) provide people-based identity resolution and activation services via third party partners such as LiveRamp, and/or (b) to upload Provided Data onto advertising platforms operated by third-parties such as Facebook, The Trade Desk, Yahoo!, LinkedIn, TikTok and Google's DV360, then Client acknowledges and agrees that it will be bound by the following terms and conditions. Client represents and warrants: (i) that it has all necessary rights and permissions and a lawful basis to disclose and use the Provided Data as contemplated herein in compliance with all applicable laws, regulations, and industry guidelines and will ensure the provision all legally required privacy notices and (where required) obtain user consent for the use of data as contemplated herein; (ii) that Client is able to identify the original party that collected the Provided Data from the users to which the data relates (if not the Client); (iii) that Provided Data shall not contain sensitive information, which is defined as the following personal data about an individual: his or her financial account numbers, insurance plan numbers, precise information about health or medical conditions, and government-issued identifiers (such as a Social Security number), special categories of data (where defined under applicable data protection law), as well as data that may reasonably be used for the purposes of employment, health care, credit or insurance eligibility elements or data that Client knows or should reasonably know was collected from an individual under the age of 16; (iv) that it shall not knowingly provide Provided Data for data subjects that have exercised a right to opt-out from Client's sharing of such data with third-parties; and (v) that Provided Data does not relate to any individual who has exercised an option that Client has, directly or indirectly, committed to honoring with respect to creation or use of data for targeted audiences ("Opt Out").

Ad Serving and Onboarding Responsibilities:

Disclaimers; Limitation of Liability:

a. EACH PARTY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES FOR NON-INFRINGEMENT (IT BEING UNDERSTOOD THAT, FOR PURPOSES OF CLARIFICATION, THE FOREGOING WILL NOT LIMIT EITHER PARTY'S IP INFRINGEMENT OBLIGATION SET FORTH HEREIN) MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM:

i. EXCEPT (i) FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES UNDER THIS AGREEMENT AND (ii) WITH RESPECT TO BREACHES OF REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES AND LOST BUSINESS, HARM TO GOODWILL, OR THE COSTS OF PROCURING REPLACEMENT SERVICES), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE. THIS LIMITATION WILL APPLY TO ALL CLAIMS UNDER ALL THEORIES OF LAW AND EQUITY, EXCEPT WHERE PROHIBITED BY LAW; AND

ii. THE PARTIES ACKNOWLEDGE AND AGREE THAT DIVISION-D'S CUMULATIVE AND MAXIMUM LIABILITY TO THE OTHER PARTY TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID UNDER THIS AGREEMENT TO DIVISION-D BY THE OTHER PARTY DURING THE 12 MONTHS PRECEDING THE DATE OF THE CLAIM; AND

iii. CLIENT HEREBY FOREVER WAIVES, RELEASES, ABSOLVES, AND DISCHARGES DIVISION-D ITS PREDECESSORS, SUCCESSORS, ASSIGNS, AFFILIATES, RELATED ENTITIES, PARENTS, SUBSIDIARIES, AGENCIES, THIRD-PARTY ADMINISTRATORS, INSURERS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS FOR RELIEF, OR CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING FROM ACTS OR OMISSIONS OF ANY OF THE FOREGOING ENTITIES OR INDIVIDUALS OCCURRING AT ANY TIME BEFORE OR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT AND RELATED TO THE SERVICES PROVIDED BY DIVISION-D HEREUNDER.

Privacy/Data:

Both parties acknowledge and agree that: (a) Division-D is acting as the media buying agent for the Client, (b) as between Client and Division-D, all data collected pursuant to the campaign belongs to the Client; not Division-D, and (c) Client is responsible for any data it provides to Division-D (e.g., email addresses or pseudonymous data collected from Client's digital properties) under this Agreement, and (d) each shall adhere to (as applicable) the Digital Advertising Code located at <https://youradchoices.com/principles>; and b) the Data processing Addendum located at <https://divisiond.com/privacy-policy/> as they execute this IO.

Assignment:

Neither this Agreement nor any rights hereunder may be transferred or assigned by Advertising Agency or Advertiser without the prior written consent of Media Company which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Media Company may assign and transfer this Agreement and any rights and obligations hereunder without Advertising Agency's or Advertiser's consent to a third-party acquiring all, or substantially all, of the assets or business of Media Company, whether by sale, merger, or otherwise. Any attempt by either Advertising Agency or Advertiser to assign any of their rights or delegate any of its duties hereunder without the prior written consent of Media Company shall be null and void.

By signing below, Client acknowledges and agrees that it has read and agreed to the IAB 4As tsandcs v3.0 Terms and Conditions attached hereto and incorporated herein by this reference. In the event of any conflict or inconsistency between the IAB 4As tsandcs v3.0 Terms and Conditions and provisions in this Insertion Order, then the terms, conditions and provisions of this Insertion Order shall prevail and govern. By signing below, each Party, through its authorized representatives who are legally empowered to bind such Party, indicates that he or she has read and agreed to terms of this Agreement.

Client Signature: _____

Date: 6/1/24

Name: JASON HILL

Title: CEO

Division-D Signature: _____

Lindsey Yager

Date: 6/6/2024

Name: _____

Lindsey Yager

Director, Sales, West
Coast Region