

2021



Managed Service Operating Agreement

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STATEMENT

This document is designed to help clients of Pontiac Intelligence understand the SLAs, account management expectations and reporting expectations for business executed through our trading desk.

TIMING

Client has SIGNED a CONTRACT to work with Pontiac Intelligence. Typically, an Insertion Order. If the reader of this document has NOT signed an insertion order, we are demonstrating the rules of engagement in this written material.

ONBOARDING

We welcome you to the Pontiac Family! Thank you for engaging with our team and listening to our approach to media buying on the behalf of our clients. We are confident in our techniques, and we are in business because we deliver results. When you get a chance, please fill out the brief Client portion of **Appendix C**.

The Sales Representative who introduced you to our company is your point of escalation and in charge of ensuring your media placement success. You should feel confident they will be here to always help, but they will not be your day-to-day contact.

With each contract we provide two specialists who will help navigate the business from start to finish. The Account Analyst and the Trader. Together, we consider them to be your 'Trading Team', as you will see referenced throughout this document.

PRE-LAUNCH

During the 'Pre-Launch' period you will be introduced to your Trading Team. These will be your additional points of contact throughout your time at Pontiac, supplementing the Sales Representative.

After receiving a signed IO, we can go live in a minimum of 48 hours.

Here are the things needed to go live:

- Creatives (adhering to the specs sent on the IO/Proposal, and including the click through URL)
 - Ads sent our way must be uploaded and audited. This audit is conducted by our DSP and ensures branding matches the destination URL and is brand-safe. That process takes up to 48 hours.

- Pixels (if applicable)
 - Pixels are pieces of code that will be added to your website. They are very light and do not slow down the loading of your page, but will fire when someone lands there, helping us to track the campaign.
 - Pixels will be created and provided to you by your Pontiac Trading Team. You will then need to place them on the relevant web pages as needed for campaign execution.
 - Segment pixels are placed on the homepage and utilized for remarketing. Your remarketing audience will not start growing until the pixel is placed and properly firing. Remarketing campaigns cannot go live until these pixels are confirmed to be placed and we see loads in our console.
 - Conversion pixels are placed on 'Thank you' pages and utilized to record the desired action, such as a purchase or a form fill-out. If conversion pixels are in play in the campaign, we cannot go live until these are confirmed to be placed and we see loads in our console.
- Any other specific pieces to your campaign including custom audiences, site lists, etc. – aka if we're onboarding data, we need the CRM list. These nuances will be discussed on a case-to-case basis and could potentially increase the lead time needed prior to launch.
 - Specifically, we recommend a two-week lead time when working with LiveRamp.
- The Pontiac Trading Team and Sales Representative may schedule a kick-off call with you to ensure that all pieces have been collected, that your goals are clear and attainable, and to set a reporting cadence. This call should happen at least 48 hours prior to the launch of the campaign. If the campaign is a quick-start, the call will take place after the IO is signed if needed.
- If you wish to pay on Net Terms, instead of Credit Card Daily or Credit Card Prepay, you will need to fill out the Credit Application in **Appendix B**. Note we need a minimum of 7 business days to process Credit Apps and if credit is not approved prior to launch, one of the other aforementioned methods must be utilized in the interim.

LAUNCH PROCESS

The Trader and the Account Analyst always work together as a team, and for any questions or issues, always reach out to both the Trader and the Account Analyst.

As we approach launch, expect the following:

- Final fixes to any bugs or issues that arise with the creatives, and more frequently the pixels.
- An email with the messaging of "We're live!" confirming the reporting cadence discussed in the kickoff call or otherwise indicated.

REPORTING

Congratulations – you’re now live with us! We’re so happy to have you and can’t wait to forge a deeper partnership.

In terms of reporting, here is what you can expect:

- Weekly tracking document with delivery and performance broken out by day and by strategy, along with an email, offering insights into the campaign and its nuances / optimizations. Your trader is responsible for creating and updating the tracking document, while the update email is a collaboration between your Account Analyst and your Trader. They’re both highly involved in the performance of your campaign.
- Upon completion of a campaign, and upon request, Pontiac will provide a wrap up report in either excel, email, or PowerPoint format, within 7 business days. This will encompass all trends seen, optimizations made, and general comments on the campaign’s performance.
- Screenshots will be sent, upon request, and delivered within 5 business days after campaign is launched, or 5 business days after request is submitted, whichever is sooner. Additional screenshots can also be requested if/when launching new creatives mid campaign.

Our team is happy to customize your reports to suit your individual needs. We understand that each client is different, so we’ll work together to ensure these are perfect for you.

If you supplied us with tags, we’ll ask you to set up daily automated reporting so that we can work off your numbers for delivery and performance.

CAMPAIGN EXECUTION AND WEEKLY MEETINGS

The campaign will be executed to hit the given KPIs. Pontiac is fully transparent about ways to optimize the layout and the general campaign in order to ensure this happens. Often this will manifest in changing the structure of the original IO – moving budgets, ending line items, etc. – in order to push the best-performing strategies. All these things are done in partnership with you, and with your approval.

If you’d like, we’re happy to set up weekly check-in phone calls or meetings to discuss performance and these tweaks.

Aside from scheduled check-ins, your Trading Team will be highly responsive, committing to confirming receipt of your email within the same business day for all emails sent before 4pm EST, and working swiftly to get all questions comprehensive responses.

If you have any issues with your Trading Team, you should feel comfortable reaching out to your Sales Representative or the Vice President of Operations, Heather Arouh, harouh@pontiac.media

BILLING

For clients who have completed the Credit Application and have been extended Net Terms, invoices are prepared after the close of the month and are emailed out by the Finance department before the 10th of every month. This will generally go to the billing contact on the IO, unless otherwise specified.

All clients are billed on your third-party numbers if daily reporting is set up on the client side to accounts@pontiac.media. These numbers will be included in the weekly tracking document and will be used to create the invoice. If we are not using tags, we will bill off our first-party numbers. These will also be on the weekly tracking document, aligning the client with the projected spend throughout the campaign.

INVOICE ADJUSTMENTS

After receiving your invoice, if you feel it is incorrect, you can do one of two things:

1. Reach out to your Trading Team/Sales Representative to question the invoice. The Pontiac team will investigate and either provide reasoning or work with Finance to fix the error.
2. Reach out to the Pontiac Finance VP, who sent the invoice, with questions. Pontiac will solve internally and get back to you via Finance.

DOING MORE BUSINESS

If you have campaigns from the same advertiser to run, you are encouraged to reach out to your Trading Team for additional Insertion Orders or to discuss the offerings.

If you have campaigns for additional advertisers, you are still encouraged to reach out to your Trading Team, who will bring in the Sales Planning Team or the Director of Client Services to explain the possibilities and the best ways to reach the Advertiser's audience and goals. Of course, an overarching option is always your Sales Representative, who is a great point of contact for any future campaigns.

APPENDIX A

Pontiac Intelligence LLC Terms and Conditions of Service

The following terms and conditions govern the services provided by Pontiac Intelligence LLC (“Pontiac Intelligence”) and are applicable to the provision of all services (“Services”) by Pontiac Intelligence except to the extent we explicitly agree otherwise in writing. By placing an insertion order (“IO”) with Pontiac Intelligence you agree to be bound by these terms and conditions with respect to same.

IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less Applicable. Insertion orders and media buys shall be governed by the most recent iteration of the IAB Standard Terms and Conditions for Internet Advertising to the extent applicable, including with respect to the rights and responsibilities of Advertisers, Agencies and Media Companies. Defined terms in the IAB Standard Terms and Conditions shall have the same meanings here.

Insertion Order Terms. Services will be provided according to the terms set forth in an IO. Pontiac Intelligence shall have the right to rely on the IO in all respects. To the extent there is an express conflict between the terms in an IO and these terms, the IO shall govern. Nothing in an IO, however, shall be interpreted as invalidating these Terms and Conditions, which shall continue to apply except to the extent of an express conflict.

Billing and Payments. Payment to Pontiac Intelligence is due within thirty (30) days of invoice. Invoices may be supplied in digital format. Overdue balances shall accrue interest at a cumulative rate of 2% per month. Pontiac Intelligence reserves the right to suspend services if invoices are not paid in a timely manner. On occasion, Pontiac Intelligence may require an advance or retainer with respect to a proposed media purchase. You understand that you are responsible for all media buys acquired for your benefit by Pontiac Intelligence pursuant to an IO, and agree to indemnify, defend and hold harmless Pontiac Intelligence in the event of non-payment. You understand that in the event of non-payment third party platforms and publishers shall have the right, and may attempt, to collect from you directly.

Invoices you receive from Pontiac Intelligence will be accompanied by a report that is based either on first-party data from Pontiac Intelligence or third-party data from a third-party ad server, as stated in the IO. If the IO does not state the source of data that will be used for invoicing purposes, then Pontiac Intelligence shall make such determination in its reasonable discretion. If an IO provides that invoicing will be based on data from a third-party ad server provided by you, then you shall bear the cost of such service and shall provide such data, in a standard and reasonable format, to Pontiac Intelligence no less frequently than once a day. Either party may audit data used for invoicing purposes at its own expense during reasonable business hours, provided that if an audit uncovers a discrepancy in the party’s favor of greater than 10%, then the party that provided the data shall bear the cost of the audit. Pontiac Intelligence shall have no responsibility or liability for the accuracy of data provided by any third-party

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and relied upon by Pontiac Intelligence in good faith, including without limitation if such data forms the basis of invoices delivered to you.

Termination. All IOs are terminable by either party upon one (1) business day's written notice, for any reason or no reason, or immediately upon mutual consent. Upon termination, payment shall be due for Services provided through termination and otherwise neither party shall have any liability to the other party except as explicitly set forth in an IO. We shall deliver a final invoice upon termination.

Independent Contractor. Services are provided on an independent contractor basis. Neither party is an employee, partner, fiduciary, or co-venturer of the other party, and neither party is entitled to participate in any benefit, insurance, or social welfare program of the other party. Each party is solely responsible for its own taxes and for the payment of any payroll taxes or related expenses due in connection with its own employees and consultants.

Confidentiality. We take confidentiality very seriously. We will keep confidential, and treat with the same degree of care with which we treat our own confidential information, all of the non-public information that you supply to us. The contents of any IO shall be kept confidential by both parties, except as required by Pontiac Intelligence to provide the requested Services. Notwithstanding the other provisions of this paragraph, we will disclose confidential information or materials as required by law (such as pursuant to a subpoena or court order), but only after first notifying you and giving you a reasonable opportunity to quash the request or obtain an appropriate protective order. You understand and agree that third-party platforms (such as AppNexus) will have access to certain data in connection with the Services we provide on your behalf, and that other users of those platforms may be able to discern otherwise confidential information through review of the transactions that have been executed on your behalf.

Client Materials; Intellectual Property. It is understood and agreed that Advertiser and/or Agency are wholly responsible for the content of all Ads and Advertising Materials. All Ads and Advertising Materials must be compliant with the creative specifications, ad guidelines, statements of rights and responsibilities, and other policies applicable to Ads and Advertising Materials promulgated by third party platforms, including without limitation AppNexus, Facebook, AOL, Google and similar providers. Pontiac Intelligence shall have no obligation to, and does not intend to, review Ads or Advertising Materials for accuracy, infringement, disparagement, false advertising, regulatory or policy compliance, infection, or otherwise. You represent and warrant that Ads and Advertising Materials subject to an IO will not violate or infringe upon: (a) any applicable law or regulation; (b) any obligation you or any of your Affiliates owes to any third party; (c) the rights of any third party, including without limitation any third party's intellectual property rights and rights of publicity, or (d) any third-party platform's policies and specifications applicable to Ads and Advertising Materials. For purposes of clarity, it is your sole obligation to obtain any rights, licenses, authorizations or approvals necessary for Pontiac Intelligence to distribute, publish, reproduce, place or use any Client Materials you provide to us for use in the Services. You further represent and warrant that the activities for which we are being asked

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to provide Services do not violate any applicable laws. You agree to defend, indemnify and hold harmless Pontiac Intelligence, our subsidiaries, employees, owners, predecessors, successors, affiliates and assigns (the “PM Parties”) from and against any claims, causes of action, demands and the like (including, without limitation, reasonable attorneys’ fees and costs) arising from Ads or Advertising Materials or any breach of your representations and warranties in this paragraph. The provisions of the foregoing paragraph shall survive the termination or expiration of our provision of Services or any IO.

Pontiac Intelligence’s trademarks, trade names, and service marks (the “PM Marks”) shall remain our sole property, and no goods or services shall be distributed under the PM Marks (or under the name of any of our personnel) without our advance consent. Pontiac Intelligence’s algorithms, tools, methodologies and processes are proprietary, constitute trade secrets of Pontiac Intelligence, and shall, together with any modifications or improvements, remain our sole property. All intellectual property rights therein shall vest solely in Pontiac Intelligence. Pontiac Intelligence shall have the right to continue to use and develop all know how, data and information about the programmatic trading market accrued during the provision of Services.

Privacy Policies; Data Usage. You shall be solely responsible for your compliance with all privacy laws and regulations applicable to you and any Sites connected to any Ads or Advertising Materials. All Advertising Campaigns must comply with applicable law and any Network policies or statements of rights and responsibilities. You shall ensure that all Sites have privacy policies consistent with applicable law and the requirements of third-party platforms. Your use of any data obtained in connection with the Services provided by Pontiac Intelligence shall comply in all respects with applicable law and regulations and shall not infringe the rights of third-parties (including without limitation data providers and consumers). You agree to defend, indemnify and hold harmless the PM Parties from and against any losses arising from your failure to comply with the subject matter of this paragraph.

Pontiac Intelligence will not share any data obtained through your site (including customer data), whether obtained via cookies, pixel integration, or otherwise, with other publishers or advertisers. Nothing, however, shall prevent Pontiac Intelligence from using, in the operation of its business generally, techniques or targeting practices that have been improved or modified through interaction with your data and the provision of Services on your behalf.

Creative Specs. Creative specs will be presented in connection with an IO and it shall be your obligation to comply with them when you deliver Ads and Advertising Materials. Among other things, you will insure that units you deliver are not malicious and do not carry any type of malware. We reserve the right to overcharge, or to pass along overcharges, for creative elements that do not comply with the delivered creative specs.

Restrictions and Targeting Instructions. We will make reasonable commercial efforts to comply with restrictions on media placement that you deliver, including by passing along such restrictions to any platform through which we work. However, it is understood and agreed that we cannot

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guarantee that every Ad served will adhere to such restrictions, including because of the nature of programmatic buying and because of the unreliability of third-party data. Similarly, we will make reasonable commercial efforts to target Ads as instructed, but we cannot guarantee the correctness of all of the data we rely on to do so. Third-party data used for targeting purposes is either unverifiable or incorrect on occasion, and we make no representations regarding, and are not liable for, and Ads targeted based on data that we relied on reasonably and in good faith.

Non-Solicitation of Our Employees and Personnel. Except with our advance consent, you shall not employ, retain, or engage, or solicit for employment or services, or obtain services from, any of our employees or personnel, directly or indirectly, for a period of eighteen (18) months subsequent to the termination or expiration of Services or any IO. You understand that we will be providing our employees with valuable and proprietary information in connection with their provision of Services to you and that the above restriction is reasonable under the circumstances.

Standard of Performance. We will provide Services in a professional manner and in accordance with prevailing law. We make no other warranties, express or implied, with respect to the Services. You specifically acknowledge that we do not and will not guarantee any particular results from the Services.

Authorizations. Unless you specifically limit your authorized representatives in writing, we shall have the right to rely on an authorization, consent or approval from any of your employees, representatives, or personnel. If you provide us with a list of authorized individuals, we will only accept authorizations, consents and approvals from those individuals. Approval, for purposes of the Agreement, may be given orally or in writing, unless otherwise specified. Approval in writing shall include approval provided in any written digital format, such as, without limitation, a text or an email.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THE AGREEMENT OR THE PROVISION OF SERVICES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED OF THE LIKELIHOOD OR POSSIBILITY OF SAME.

Governing Law; Dispute Resolution. Our Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. The parties agree that they shall endeavor to settle any controversy or claim arising out of or relating to the Agreement through direct discussions, or, by the agreement of the parties, through mediation. If the controversy or claim is not otherwise resolved through direct discussions or mediation, the parties agree that any and all disputes, differences, controversies or claims arising under the Agreement or these terms and conditions shall be finally settled under the Streamlined Arbitration Rules and Procedures (the

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“Rules”) of JAMS (and under the auspices of JAMS) by a single arbitrator appointed by agreement of the parties in accordance with such Rules or, in the absence of such agreement, by JAMS in accordance with such Rules. The foregoing arbitration proceedings may be commenced by any party by notice to the other party. The venue for any such arbitration shall be New York, New York or any other venue mutually agreed to by us. Both parties hereby agree to exclude any right of appeal to any court on the merits of any dispute. The provisions of this paragraph may be enforced in any court having jurisdiction over the award or any of the parties or any of his, her or its respective assets, and judgment on the award (including, without limitation, equitable remedies) granted in any arbitration hereunder may be entered in any such court. In the event of a conflict between the Rules and this paragraph, the provisions of this paragraph shall govern. The prevailing party in any arbitration (or other legal proceeding) shall be entitled, in addition to any other rights and remedies it may have, to recover from the other party all court and arbitration costs, litigation- and arbitration-related expenses, and attorneys’ fees incurred by the prevailing party in connection with such arbitration (or other legal proceeding).

Assignment. Neither party may assign the Agreement without the consent of the other party, except to an affiliate or subsidiary under common control, or in connection with a corporate reorganization, merger or sale. We occasionally will employ subcontractors in the provision of aspects of Services.

Miscellaneous. No waiver by either party of any breach of these terms and conditions shall be deemed to be a waiver of any preceding or succeeding breach of the same. All rights and remedies accorded under these terms and conditions or by operation of law shall be deemed to be cumulative, and the pursuit of one right or remedy shall not be construed to be a waiver of any other right or remedy accorded to the parties. These terms and conditions shall bind and inure to the benefit of the parties and their respective successors, assigns and licensees. To the extent applicable law would limit these terms and conditions in any way, or invalidate any provisions hereof, any such limitations or invalid provisions shall not operate to invalidate these terms and conditions in their entirety. Rather, in any such instance, these terms and conditions shall be deemed to be effective to the maximum extent permitted by law. These terms and conditions may be amended from time to time by Pontiac Intelligence by provision of the changes to you in writing together with your IO or invoice and your continued acceptance of Services.

All documents and agreements between the parties may be executed in counterparts, and digital or facsimile signatures shall have the same force and effect as originals.

Terms & Conditions Accepted by the following parties on _____ of the month of _____, 20__.

APPENDIX A

Authorized Signature _____

Authorized Name _____

Agency _____

Date _____

Pontiac Intelligence Authorized Signature _____

Pontiac Intelligence Authorized Name _____

Date _____

APPENDIX B

Credit Application for a Business Account

CORPORATE BUSINESS AND CREDIT INFORMATION

Corporate name:

DBA Name:

Phone:

Fax:

E-mail:

Street address:

Number of Employees:

Country:

Website URL:

City:

State:

Postal Code:

Date business started:

Tax ID Number:

D&B Number:

Please Check (X) for type :

Sole proprietorship:

Partnership:

Corporation:

PRINCIPAL OWNER INFORMATION

Name:

Title:

Address/City/State/Zip:

Name:

Title:

Address/City/State/Zip:

BUSINESS CONTACT INFORMATION

Business contact
:

First Name :

Last Name :

Phone:

Fax:

Business contact e-mail:

BANK REFERENCE

Bank name:

Bank address:

Phone:

APPENDIX B				
City:		State:	Country:	Postal Code:
Type of account	Account number		E-mail:	
Savings:			Fax#:	
Checking:				
Other:				
BUSINESS/TRADE REFERENCES (MUST PROVIDE THREE REFERENCES)				
Company name:			Contact name:	
Address:				
Country:	City:	State:	Postal Code:	
Phone:	Fax:	Contact E-mail:		
Company name:			Contact name:	
Address:				
Country:	City:	State:	Postal Code:	
Phone:	Fax:	Contact E-mail:		
Company name:			Contact name:	
Address:				
Country:	City:	State:	Postal Code:	
Phone:	Fax:	Contact E-mail:		
AGREEMENT				
<ol style="list-style-type: none"> 1. I certify the information provided in this application is true and correct. 2. By submitting this application, you authorize Programmatic Mechanics to make inquiries into the banking and business/trade references that you have supplied. 				

APPENDIX B

SIGNATURE

Title:

Date:

Title:

Date:

(INTERNAL USE ONLY)

APPENDIX C

Pontiac Intelligence Billing and Payment Information

Client Section (please complete)	
Main Account Contact	Billing Contact
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

Pontiac Intelligence Billing Contacts:

Pontiac Intelligence General
billing@pontiac.media

Christina Zafiris, VP Finance
czafiris@pontiac.media, 646-279 -7738

Pontiac Intelligence Payment Information:

Pay by Check:

Pontiac Intelligence
 45 N. Broad St.
 Ridgewood, NJ 07450

Pay by Wire Transfer (US):

Account Holder Name: Pontiac Intelligence
 Bank: Bank of America, NA. 222 Broadway, New York, NY 10038
 Account #: 381032761654
 Routing/ABA #: 0260-09593

International Pay by Wire Transfer (US Dollars only):

Wire to: Bank of America, NA.
 Swift Code #: BOFAUS3N
 Credit to: Pontiac Intelligence Account #: 381032761654
 Bank Address: Bank of America, NA, 222 Broadway, New York, NY 10038

Credit Card Daily or Credit Card Prepay available directly in the Pontiac Platform

Our Billing Practices: We send invoices (one invoice per IO#) at the top of the month for the previous month’s media and send statements mid-month as a courtesy to our clients.