## PRODUCT SPECIFIC TERMS AND CONDITIONS



## Lead Generation

These Product Specific Terms apply only to Customer's purchase and use of certain Lead Generation services, such as content syndication and BANT, where listed on the IO. Unless expressly stated otherwise, capitalized terms contained in these Product Specific Terms shall have the meaning given them in the Standard Terms.

## **Asset Optimization**

All campaigns or services will only launch with Customer's copy approval. However, the Company reserves the right to make ongoing minor copy tweaks to aid audience optimization, response and delivery, without seeking prior approval. If Company creates any content in connection with the selected Services or Deliverables, Customer is limited to one round of requested revisions on the draft version of the content, and any edits requested by Customer after the final draft is delivered shall be strictly limited to fact-checking and correction of grammatical or typographical errors only.

## **Lead Generation**

For any Lead Generation, Customer must provide all necessary assets, scripts and/or applicable integrations to Company at least ten (10) days before the scheduled beginning of a Lead Generation campaign. If the necessary assets, scripts and/or applicable integrations are not received five (5) business days before the Lead Generation campaign is scheduled to begin, Customer will be charged as of the Lead Generation start date and on a pro rata basis on the full Lead Generation portion of the IO for each full day the necessary assets are not received. Any modifications (e.g. geographic location, qualifiers or filters) of a Lead Generation campaign must be agreed upon in writing and may incur additional costs.

<u>Use of Leads</u>. Customer will contact the Leads to solicit sales of the products and services that are consistent with the Leads' specified interests for Customer's internal use only. The Customer may not disclose the Leads or related information to any third party, unless approved by the Company in writing.

<u>Lead Program Optimization</u>. Customer will only be obligated to pay for Leads actually delivered to Customer up to any maximum lead quantity agreed to by Company and Customer. Customer agrees to pay for leads where delivery outpaces stated amounts herein based upon Customer's instruction. To enable lead program optimizations, Customer agrees to provide, as is commercially reasonable, specific lead by lead dispositions on the previous month's Leads, no later than thirty (30) days after the end of the month.

Lead Delivery Format. If the product or service set forth on the attached Order includes a lead-related campaign, Company will deliver any Leads which are part of the Deliverables to Customer via an encrypted or similarly secure transport methodology and in an encrypted format to be mutually agreed upon by the parties. If Customer chooses to have any Leads delivered through its or a third party's technology platform, Company shall have no liability for any delivery issues associated with such technology platform, including, but not limited to, Customer or the third party's system failures or outages. The Customer must notify the Company of all required Lead recipients. Company shall have no liability for any delivery failures should the Customer not notify Company of any recipient changes.

Requests for Replacement; Lead Disputes. Leads delivered to Customer that are not consistent (based on data provided to Company by the Lead) with the filters set with Customer prior to launch or incorrect contact information, which Company is unable to fix, are eligible for replacement. Leads provided by Company with blatantly false contact information (such as, for example, Mickey Mouse or 555-1212) may be returned for replacement. Notwithstanding the foregoing, value adds stated on the IO may not be disputed, and no replacements will be given in connection with such value adds. Customer acknowledges that despite Company's best efforts, Leads may provide purchasing intent/behavior information to Customer contrary to what Company reported. These differences are a normal part of Lead Generation, and do not qualify for lead replacements. All replacement requests must be made within ten (10) days of when the specific Leads were delivered to Customer, and Company reserves the right to verify the reasonableness of any replacement request. Any dispute regarding any item shown on the invoice is waived by the Customer unless made within ten (10) days after the invoice