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DIGITAL ADVERTISING PUBLISHER TERMS & CONDITIONS

These Publisher Terms & Conditions ("**Terms**") are entered into between Marathon Ventures, LLC ("**Marathon**") and the publisher entity identified in the applicable Insertion Order ("**Publisher**"). These Terms are effective as of the date the applicable Insertion Order is executed and govern all services provided by Marathon to Publisher in connection with that Insertion Order.

1. DEFINITIONS

For purposes of these Terms, the following terms shall have the meanings set forth below:

1.1 "Ad Inventory" means digital advertising inventory on the Publisher Properties made available for monetization in connection with the Services.

1.2 "Business Day" means a day other than a Saturday, Sunday, or public holiday in New York.

1.3 "Gross Revenues" means gross amounts actually received by Marathon from RTB advertising sold on the Publisher Properties, before deduction of Marathon Fees, but net of refunds, credits, chargebacks, and taxes collected on behalf of a taxing authority

1.5 "Onboarding Privacy Compliance Notice" means the publisher onboarding privacy and data compliance notice available at [WEBSITE], as updated from time to time.

1.5 "Prohibited Content" means any content that: (i) is illegal or promotes illegal activity; (ii) is offensive, defamatory, or discriminatory; (iii) infringes third-party rights; (iv) violates applicable laws or regulations; or (v) is prohibited based on flow down obligations in agreements with advertisers, demand partners, or other third parties.

1.6 "Publisher Properties" means the digital properties owned or operated by Publisher for which Marathon will provide Services as identified in the applicable Insertion Order.

1.7 "Publisher Revenue" means Gross Revenues less Marathon Fees.

1.8 "Marathon Fees" means the fee percentage specified in the applicable Insertion Order retained by Marathon.

1.9 "RTB" means real-time bidding transactions executed through programmatic advertising channels.

1.10 "Third-Party Technology" means any third-party platform, software, or service used in connection with the Services, including without limitation FreeWheel, SpringServe, and Magnite.

1.11 "Agreement" means these Terms together with any IO executed by the parties, each of which is incorporated into and forms part of the other. In the event of any conflict between these Terms and an IO, the IO shall control with respect to the specific commercial terms of that engagement, and these Terms shall control with respect to all other matters.

1.12 "Insertion Order" (or "**IO**") means a written ordering document executed by Marathon and Publisher that incorporates these Terms by reference, specifies the Publisher Properties to be monetized, the applicable fee terms, flight dates, and any other commercial terms specific to the applicable engagement. Each IO together with these Terms constitutes a binding agreement between the parties with respect to the services described therein.

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1.13 "Term" means, with respect to any IO, the period commencing on the start date specified in such IO and continuing until the end date specified in such IO, unless earlier terminated in accordance with Section 3 of these Terms. Where no end date is specified in an IO, the Term shall continue until terminated by either party in accordance with Section 3.

1.14 "Services" means the digital advertising monetization services provided by Marathon to Publisher as described in Section 2 of these Terms and as further specified in the applicable IO, including RTB monetization support, ad server configuration, and integration support, as applicable to the relevant engagement.

1.15 "Data Processing Addendum" or "DPA" means Marathon's standard data processing addendum, as published at [URL] and incorporated into these Terms by reference, which governs the processing of personal data by Marathon in connection with the Services

2. SERVICES

2.1 Engagement. By executing an Insertion Order incorporating these Terms, Publisher engages Marathon to perform the Services described herein and in the applicable IO, subject to the terms and conditions of these Terms.

2.2 Scope of Services. The specific Services to be provided in connection with a given engagement shall be as described in the applicable IO. The following describes Marathon's general service capabilities from which applicable Services will be drawn:

- a) **RTB Monetization Support.** Marathon will assist Publisher with the monetization of Ad Inventory through real-time bidding and programmatic advertising channels, including facilitating access to demand through Third-Party Technology platforms identified in the applicable IO.
- b) **Ad Server Configuration.** Where identified in the applicable IO, Marathon will configure and administer ad serving technology in connection with the Services, which may include SpringServe through its relationship with Magnite or such other ad serving platforms as are identified in the applicable IO.
- c) **Integration Support.** Where identified in the applicable IO as Publisher's primary ad server, Marathon will provide support to enable the connection and interoperability between Marathon's ad serving instance and Publisher's designated ad server, including coordination related to tags, APIs, identifiers, and testing, as reasonably necessary to support the integration. For the avoidance of doubt, Publisher remains solely responsible for its relationship with its designated ad server, including all associated fees, configurations, and compliance obligations.

2.3 Third-Party Technology. The Services may be provided in whole or in part through third-party technology platforms, which may include without limitation FreeWheel, SpringServe, and Magnite ("Third-Party Technology"). The Third-Party Technology applicable to a given engagement will be identified in the applicable IO or in a written notice from Marathon prior to the commencement of Services. By executing an IO, Publisher acknowledges and agrees that its use of the Services is subject to the terms and conditions of the Third-Party Technology providers identified in connection with that engagement, as may be updated from time to time by the applicable provider. Marathon shall have no liability for the performance, availability, or acts or omissions of any Third-Party Technology provider..

2.4 Publisher Obligations. Publisher shall cooperate fully with Marathon in connection with the performance of the Services and shall fulfill the following obligations:

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- a) Provide timely access to personnel, systems, and information reasonably necessary for the performance of the Services;
- b) Promptly review and approve technical requirements, configurations, ad stack integrations, modifications, and troubleshooting as reasonably requested by Marathon;
- c) maintain and provide to Marathon all access credentials, configurations, and technical information reasonably necessary to enable Marathon to connect with and administer Publisher's designated ad server and related technology platforms in connection with the Services;
- d) Ensure that any creative guidelines, brand restrictions, or compliance criteria are clearly communicated, complied with, and kept up to date;

2.5 Publisher Compliance. Publisher shall (a) comply with all applicable laws, rules, and regulations, including those relating to privacy and data protection; (b) implement and maintain the practices described in Marathon's Onboarding Privacy Compliance Notice, as published at [URL] and incorporated herein by reference; (c) ensure that Publisher Properties and Ad Inventory comply with demand partner requirements and industry best practices and do not include Prohibited Content; and (d) not engage in fraudulent or deceptive activity, misrepresent Ad Inventory, or take any action that violates applicable law, these Terms or any applicable IO, or third-party terms. Publisher is solely responsible for all costs associated with its compliance obligations, including fraud detection and industry certifications.

Publisher shall remain solely responsible for compliance with any obligations imposed by third parties or industry standards bodies that relate to Publisher Properties or Ad Inventory.

2.6 SpringServe / Magnite Flow-Down Terms. Where the applicable IO identifies SpringServe and/or Magnite as Third-Party Technology used in connection with the Services, the following terms apply in addition to Section 2.3:

- a) Publisher agrees to comply with all use restrictions, technical requirements, acceptable use policies, security obligations, and other terms applicable to SpringServe and/or Magnite that Marathon is required to pass through in order to provide the Services (the “**SpringServe Flow-Down Terms**”).
- b) The SpringServe Flow-Down Terms may be provided in an applicable statement of work, addendum, or written notice.
- c) Marathon may suspend or limit access to SpringServe if Publisher fails to comply with the SpringServe Flow-Down Terms.

3. TERM AND TERMINATION

3.1 Term. These Terms shall remain in effect until terminated by Marathon in accordance with Section 3.4. With respect to any individual engagement, the Term shall be as defined in the applicable IO. Termination of these Terms shall automatically terminate all then-active IOs, subject to the wind-down provisions of Section 3.5.

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3.2 Termination for Cause. Either Party may terminate these Terms or any active IO for cause upon written notice if the other Party: a) materially breaches these Terms or any applicable IO and fails to cure such breach, if capable of cure, within thirty (30) days after receiving written notice of such breach; or b) becomes insolvent, files for bankruptcy, or is subject to similar proceedings.

3.4 Termination for Convenience. Marathon may terminate these Terms at any time upon thirty (30) days' written notice to Publisher, which termination shall also automatically terminate all then-active IOs as of the effective date of such termination. Publisher may terminate an individual IO prior to its stated end date upon thirty (30) days' written notice to Marathon, subject to Section 4 with respect to fees earned through the termination date. Publisher may not terminate these Terms independently of any active IO.

3.5 Effect of Termination. Upon termination of these Terms: a) all rights and licenses granted in these Terms or any applicable IO shall immediately cease; b) Publisher shall promptly remove all Advertisements resulting from sales by Marathon from the Publisher Properties; c) Publisher shall immediately remove all ad tags provided by Marathon; d) Marathon shall promptly return or destroy all Publisher Materials in its possession; and e) Publisher shall pay Marathon for all amounts due under the Agreement. The following Sections shall survive termination or expiration of these Terms and any IO: Section 4 (Fees and Payment), Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation of Liability), and Section 10 (Data Protection and Privacy)."

3.6 Updates to Terms. Marathon reserves the right to update these Terms at any time upon thirty (30) days' written notice to Publisher. Any IO executed prior to the effective date of such update shall continue to be governed by the version of these Terms in effect at the time of IO execution, unless the parties agree otherwise in writing.

4. FEES AND PAYMENT

4.1 Marathon Fees. For any engagement executed in connection with the Services, Marathon will retain the fee percentage specified in the applicable IO as Agency Fees. Where no fee percentage is specified in the applicable IO, the parties shall agree on the applicable Agency Fee in writing prior to commencement of Services.

4.2 Revenue Reports. Marathon shall provide Publisher with a revenue report (the "Revenue Report") within fifteen (15) Business Days after the end of each calendar month detailing Gross Revenues and Publisher Revenue.

4.3 Objections. Publisher must raise any objections to a Revenue Report in writing within five (5) days of receipt, or Publisher forfeits its right to do so.

4.4 Payment. Marathon shall pay Publisher the applicable Publisher Revenue within sixty (60) days of receipt of a valid invoice from Publisher. Publisher shall submit invoices to the billing address or email designated by Marathon in the applicable IO or in a written notice to Publisher.

4.5 Minimum Threshold. If Publisher Revenue for a period is less than \$100, Marathon may roll the balance forward until the threshold is met, unless these Terms or the applicable IO are terminated, in which case any accrued balance shall be paid within sixty (60) days of the termination date.

4.6 Condition Precedent. All payment obligations are conditioned on Marathon's actual receipt of Gross Revenues from third parties. Marathon shall have no obligation to advance funds.

4.7 Taxes. Publisher is responsible for all applicable taxes, excluding taxes on Marathon's income.

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4.8 Payment Disputes. In the event of a good faith dispute regarding any payment amount, Marathon may withhold the disputed portion pending resolution, provided that Marathon pays any undisputed amounts by the applicable due date and notifies Publisher in writing of the basis for the dispute within the same timeframe. The parties shall negotiate in good faith to resolve any payment dispute within thirty (30) days of Marathon's dispute notice.

5. REPRESENTATIONS AND WARRANTIES

5.1 Mutual Representations and Warranties. Each Party represents and warrants that (a) these Terms and each IO executed hereunder. constitutes a valid and binding agreement enforceable against such Party in accordance with terms; and (b) such Party has all necessary rights, licenses, consents and authorizations to enter into these Terms or any applicable IO on behalf of itself and to perform its obligations, exercise its rights, and grant the licenses granted under these Terms or any applicable IO.

5.2 Marathon Warranty. Marathon further warrants that: a) It shall perform the Services in a professional and workmanlike manner in accordance with industry standards; and b) It possesses the necessary expertise, personnel, and resources to perform the Services. Publisher's sole and exclusive remedy for breach of this warranty shall be re-performance of the deficient services.

5.3 Publisher Representations and Warranties. By executing any IO incorporating these Terms, Publisher makes the following representations and warranties as of the date of such IO execution, and on a continuing basis throughout the Term of such IO: a) It owns or has all necessary rights, licenses, and consents to provide the Publisher Materials and grant the rights contemplated herein, and that the use of such Publisher Materials in accordance with these Terms or any applicable IO will not infringe or violate the rights of any third party or applicable law or regulation; b) it has provided all necessary notice and choice, and obtained all necessary rights, consents, and authorizations required under applicable law in connection with the Services, including for the use of cookies and tracking technologies on Publisher Properties; and (c) it shall comply with Marathon's Onboarding Privacy Compliance Notice, as published at [URL], and all obligations under applicable Data Protection Laws, and shall not cause Marathon to violate any applicable law or third-party terms.

5.4 Disclaimer. Except as expressly set forth in these Terms, Marathon makes no warranties, express or implied, with respect to the Services, and expressly disclaims all other warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Marathon does not warrant that the Services will be error-free or uninterrupted, or that all errors can or will be corrected.

6. INTELLECTUAL PROPERTY

6.1 Publisher Materials. Publisher shall provide Marathon with access to all necessary materials, content, data, Ad Inventory, and intellectual property ("**Publisher Materials**") required for performance of the Services under the applicable IO. Publisher hereby grants Marathon a non-exclusive, royalty-free, worldwide license to use, reproduce, display, transmit, and distribute the Publisher Materials solely as necessary for providing the Services during the Term of the applicable IO.

6.2 Marathon Materials. Marathon shall retain all right, title, and interest in and to all tools, methods, techniques, processes, know-how, or other intellectual property owned, licensed, or developed by Marathon prior to or independent of these Terms ("**Marathon Materials**").

7. CONFIDENTIALITY

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7.1 Definition of Confidential Information. "Confidential Information" means any information disclosed by one Party to the other in connection with these Terms or any IO executed hereunder that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, including but not limited to business plans, financial information, technical information, marketing strategies, customer information, pricing information, and the terms of these Terms or any IO executed hereunder.

7.2 Obligations. Each Party shall: (a) use Confidential Information solely for performing its obligations under these Terms or any IO executed hereunder; (b) protect Confidential Information using at least reasonable care; (c) not disclose Confidential Information to any third party without prior written consent or as reasonably required to provide the Services under the applicable IO., except to employees, contractors, and advisors who need to know and are bound by confidentiality obligations; and (d) return or destroy all Confidential Information upon termination or upon request. These confidentiality obligations shall survive the termination of these Terms or any IO executed hereunder for a period of three (3) years.

7.3 Exclusions. The confidentiality obligations shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known prior to disclosure without breach of any obligation; (c) was independently developed without use of the Confidential Information; or (d) is required to be disclosed by law, provided that the disclosing Party is given prompt notice to seek a protective order.

7.4 Publisher Data. Notwithstanding anything to the contrary in this Section 7, Marathon's collection, use, and processing of personal data in connection with the Services shall be governed exclusively by Section 10 of these Terms and the Data Processing Addendum. In the event of any conflict between this Section 7 and Section 10 with respect to personal data, Section 10 shall control.

8. INDEMNIFICATION

8.1 Marathon Indemnification. Marathon shall defend, indemnify, and hold harmless Publisher and its officers, directors, employees, agents, successors, and assignees from any third-party claims, suits, actions, liability, loss, or expense (including reasonable legal fees) arising out of allegations that the Services infringe any patent, copyright, trademark, or trade secret of a third party. Marathon shall have no liability for claims arising from Publisher Materials or from Publisher's breach of these Terms or any applicable IO.

8.2 Publisher Indemnification. Publisher shall defend, indemnify, and hold harmless Marathon and its officers, directors, employees, agents, successors, and assignees from any third-party claims, suits, liability, loss, or expense (including reasonable legal fees) arising out of: (a) Publisher's breach of these Terms or any applicable IO; (b) allegations that Publisher Materials infringe any third-party rights; (c) Publisher's negligence or willful misconduct; (d) any Fraudulent Activity connected to Publisher's Properties; or (e) any content (other than Advertisements placed pursuant to these Terms or any applicable IO) appearing on Publisher's Properties.

9. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S PAYMENT OBLIGATIONS OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF ADVISED OF

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THE POSSIBILITY OF SUCH DAMAGES, AND (b) EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS AND ALL IOS EXECUTED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES (I.E. COMMISSIONS OR OTHER COMPENSATION) ACTUALLY RECEIVED BY MARATHON, EXCLUDING ANY ADVERTISER MEDIA SPEND OR AMOUNTS PASSED THROUGH TO CLIENT OR THIRD PARTIES, UNDER THESE TERMS AND ALL IOS EXECUTED HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10. DATA PROTECTION AND PRIVACY

To the extent Marathon receives access to personal data in connection with providing the Services, the parties shall comply with their respective obligations under the Data Processing Addendum, as defined in Section 1 and incorporated into these Terms by reference. Marathon shall maintain the current version of the DPA at the URL specified in Section 1 at all times. In the event of any conflict between these Terms and the DPA with respect to the processing of personal data, the DPA shall control.

11. GENERAL PROVISIONS

11.1 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing in these Terms or any applicable IO shall create a partnership, joint venture, or employment relationship.

11.2 Acknowledgement. Publisher acknowledges that it has been directed to review Marathon's Onboarding Privacy Compliance Notice, as published at [URL], and understands that the Notice is an informational resource and does not limit Publisher's independent obligation to assess and comply with applicable laws.

11.3 Force Majeure. Except for amounts owed by Publisher, neither Party shall be liable for delays or failures due to causes beyond its reasonable control, provided the affected Party provides prompt notice and uses commercially reasonable efforts to resume performance.

11.4 Assignment. Neither Party may assign these Terms or any IO executed hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that either Party may assign to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets. These Terms and all IOs executed hereunder shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

11.5 Notices. All notices required or permitted under these Terms shall be in writing and delivered by email with written confirmation of receipt, by overnight courier, or by certified mail. Notices to Marathon shall be sent to the address or email designated on Marathon's website or as otherwise specified in the applicable IO. Notices to Publisher shall be sent to the address or email specified in the applicable IO or as otherwise provided by Publisher in writing.

11.6 Governing Law and Jurisdiction. these Terms and all IOs executed hereunder shall be governed by the laws of the State of New York without reference to conflicts of laws principles. The Parties consent to the exclusive jurisdiction of the courts in New York County, New York.

11.7 Entire Agreement. These Terms, together with each IO executed hereunder and the Data Processing Addendum, constitute the entire agreement between the parties with respect to the subject matter thereof and supersede all prior agreements and understandings relating to the same subject matter.

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Each IO is a separate and independent agreement with respect to the engagement described therein and shall not be affected by the execution or termination of any other IO.

11.8 Severability. If any provision is held invalid, the remaining provisions shall remain in effect.

11.9 Counterparts. Each IO executed by the parties incorporating these Terms shall constitute a binding agreement. Electronic signatures shall be deemed original signatures for all purposes. These Terms are effective upon incorporation by reference into any executed IO and do not require separate execution.

11.10 Foreign Adversaries and Countries of Concern. Compliance Required. The following restrictions apply to all data exchanged in connection with the Services and constitute a material obligation of both parties. Neither Party, nor any of its personnel, shall permit any US Data (as defined below) provided by, or sourced from, the other Party as a result of these Terms or any applicable IO to be transferred to, or accessed by, any (a) “foreign adversary country” or any entity or person that is “controlled by a foreign adversary”, each as defined and determined under the Protecting Americans’ Data from Foreign Adversaries Act of 2024, as amended; or (b) “country of concern” or “covered person” as each is defined and determined under 28 C.F.R. Part 202 (as amended, the “DOJ Rule”), including as a result of a subsequent “covered data transaction” involving “data brokerage”, as each is defined in the DOJ Rule. “US Data” means any data (e.g., personal data, sensitive data, government-related data, device data, behavioral data, location data, etc.) with respect to a “U.S. person” (as defined in the DOJ Rule), regardless of whether or not such data has been anonymized, pseudonymized, de-identified, encrypted, or obfuscated in any manner. Any breach of this provision by a Party must be reported to the other Party as soon as practically possible, but within no more than fourteen (14) days from discovery of such breach.