

STANDARD TERMS AND CONDITIONS FOR ADVERTISING
FOR MEDIA BUY

These Standard Terms and Conditions for Internet Advertising for Media Buys (the “**Terms**”) are based upon the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys, Version 3.0 (the “**IAB Standards**”), modified to apply to an advertiser directly contracting with Delta and not through an agency, and are entered into between the Advertiser signing these Terms or any document that references these Terms or that accepts these Terms electronically (the “**Advertiser**”) and Delta Air Lines, Inc., a Delaware corporation having its principal place of business at 1030 Delta Boulevard, Atlanta, Georgia 30354-1989 (“**Delta**”). These Terms represent the parties’ common understanding for doing business and govern Advertiser's participation in Delta’s internet advertising program(s) and, as applicable, any IO (as defined below) executed by and between Advertiser and Delta. These Terms may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, but may be used as the basis for the media components of such contracts. These Terms and any applicable IO are collectively referred to as the “**Agreement**”. Delta and Advertiser hereby agree and acknowledge:

DEFINITIONS

“**Ad**” means any advertisement provided by Advertiser.

“**Advertising Materials**” means artwork, copy, or active URLs for Ads.

“**Affiliate**” means any entity that directly or indirectly, controls, is controlled by or is under common control with such party.

“**CPA Deliverables**” means Deliverables sold on a cost per acquisition basis.

“**CPC Deliverables**” means Deliverables sold on a cost per click basis.

“**CPL Deliverables**” means Deliverables sold on a cost per lead basis.

“**CPM Deliverables**” means Deliverables sold on a cost per thousand impression basis.

“**Deliverable**” or “**Deliverables**” means the inventory delivered by Delta (e.g., impressions, clicks, or other desired actions).

“**Delta Properties**” are websites, kiosks, gate information display screens or other channels specified on an IO that are owned, operated, or controlled by Delta.

“**IO**” means a mutually agreed insertion order that incorporates these Terms, under which Delta will deliver Ads for the benefit of Advertiser.

“**Network Properties**” means or other channels websites specified on an IO that are not owned, operated, or controlled by Delta, but on which Delta has a contractual right to serve Ads.

“**Policies**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Delta’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates. Policies may be modified at any time.

“**Representative**” means, as to an entity and/or its Affiliate(s), any officers, stockholders, directors, agents, contractors and employees.

“**Site**” or “**Sites**” means Delta Properties and Network Properties.

“**Third Party**” means an entity or person that is not a party to an IO; for purposes of clarity, Delta, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

“**Third Party Ad Server**” means a Third Party that will serve and/or track Ads.

1. INSERTION ORDERS AND INVENTORY AVAILABILITY

1.1 IO Details. From time to time, Delta and Advertiser may execute IOs relating to an Ad campaign (the “**Campaign**”) which will be accepted by Delta as set forth in Section 1.2. As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected. Each IO will be in the form attached hereto as Exhibit A, Insertion Order.

1.2 Availability; Acceptance. Delta will make commercially reasonable efforts to notify Advertiser within two (2) business days of receipt of an IO signed by Advertiser if the specified inventory is not available. Acceptance of an IO will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Delta, or (ii) the display of the first Ad impression by Delta, unless otherwise provided in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Delta and Advertiser. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

2. AD PLACEMENT AND POSITIONING

2.1 Compliance with IO. Delta will comply with the IO, including any Ad placement restrictions set forth therein, and, except as set forth in Section 6.3, will create a reasonably balanced delivery schedule. Delta will provide, within the scope of the IO, an Ad to the location specified on the IO. Any exceptions will be approved by Advertiser in writing. Advertiser agrees that all placements of

Advertiser's ads shall conclusively be deemed to have been approved by Advertiser unless Advertiser produces contemporaneous documentary evidence showing that Advertiser disapproved such placements.

2.2 Changes to Site. Delta will use commercially reasonable efforts to provide Advertiser at least ten (10) business days prior notification of any material changes to the Site , and, with respect Sites which are Network Properties, to the extent that Delta has written notice of such changes, that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, Advertiser shall have the right, as its sole remedy for such change, to cancel the remainder of the affected placement without penalty within such 10-day notice period. If Delta fails to provide such notification, Advertiser shall have the right to cancel the remainder of the affected placement within thirty (30) days of such modification and, in such event, Advertiser will not be charged for any affected Ads delivered after such modification.

2.3 Technical Specifications. Delta will submit or otherwise make electronically accessible to Advertiser final technical specifications within two (2) business days of the acceptance of an IO. Changes by Delta to the specifications of already-purchased Ads after such five (5) business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time (and without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) request that Delta resize the Ad at Delta's cost, and with final creative approval of Advertiser, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.

2.4 Editorial Adjacencies. Delta acknowledges that Advertiser may not want the Ad placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO (the foregoing being the "**Editorial Adjacency Guidelines**"). Delta will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Delta Properties, although Delta will at all times retain editorial control over the Delta Properties. For Ads shown on Network Properties, Delta and Advertiser agree that Delta's sole responsibility with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with these Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Advertiser with respect to violations of these Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Delta remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads or not bill Advertiser for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Advertiser and Delta will negotiate an alternate solution. After Advertiser notifies Delta that specific Ads are in violation of the Editorial Adjacency Guidelines, Delta will make commercially reasonable efforts to correct such violation within 48hours. If such correction materially and adversely impacts an IO, Advertiser and Delta will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Advertiser will not be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Advertiser or Advertiser is

aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the location that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Delta will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's sole remedy for Delta's breach of such obligation will be to submit written complaints to Delta, which will review such complaints and remove user-generated content that Delta, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

3. PAYMENT AND PAYMENT LIABILITY

3.1 Invoices. The initial invoice will be sent by Delta upon completion of the first month's delivery, or within thirty (30) days of completion of the IO, whichever is earlier. Invoices will be sent to Advertiser's billing address as set forth on the IO and will include information reasonably specified by Advertiser, such as the IO number, Campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within ninety (90) days of delivery of all Deliverables. Upon request from the Advertiser, Delta should provide proof of performance for the invoiced period, , subject to the notice and cure provisions of Section 4. Delta should invoice Advertiser for the services provided on a calendar-month basis based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

3.2 Payment Date. Advertiser will make payment thirty (30) days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO. If Advertiser's credit is or becomes impaired, Delta may require payment in advance. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Advertiser is responsible for paying (a) all taxes, government charges, and (b) reasonable expenses and attorneys' fees Delta incurs in collecting late amounts.

4. REPORTING

Confirmation of Campaign Initiation. Delta will, within two (2) business days of the start date set forth in the IO, provide confirmation to Advertiser, either electronically or in writing, stating whether the components of the IO have begun delivery.

5. CANCELLATION AND TERMINATION

5.1 Without Cause. Unless expressly stated in the IO as non-cancelable, Advertiser may cancel an entire IO, or any portion thereof, as follows:

(a) With fourteen (14) days' prior written notice to Delta, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of

example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables;

(b) With seven (7) days' prior written notice to Delta, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables; or

(c) With thirty (30) days' prior written notice to Delta, without penalty, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time-based or share-of-voice buys, and some types of cancelable sponsorships.

In all events of termination without cause, Advertiser will remain liable to Delta for amounts due for any custom content or development ("**Custom Material**") provided to Advertiser or completed by Delta or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Delta will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within thirty (30) days from receiving an invoice therefore.

5.2 For Cause.

(a) Either Party. Either Delta or Advertiser may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within ten (10) days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches.

(b) By Delta. If Advertiser violates the same Policy three (3) times, regardless of any cure by Advertiser, then Delta may terminate the IO or placements associated with such breach immediately upon written notice.

5.3 Multiple IO's. In the event that Advertiser and Delta have multiple IOs outstanding at any given time, each party's rights under this Section 5 exist with respect to each IO independently and the termination of an individual IO will not affect the validity and effectiveness of other IOs and these Terms will continue to apply to each outstanding IO; provided, however, that Delta will have the right to termination all outstanding IOs in the event of Advertiser's breach under Section 5.2(b).

6. **MAKEGOODS**

6.1 Notification of Under-delivery. Delta will monitor delivery of the Ads, and will notify Advertiser either electronically or in writing as soon as possible (and no later than fourteen (14) days before the applicable IO end date unless the length of the Campaign is less than fourteen (14) days) if Delta believes that an under-delivery is likely.

6.2 Makegood Procedure. With respect only to guaranteed Deliverables in an IO, if actual Deliverables fall below guaranteed levels, as set forth on the IO, and/or if there is an omission of any Ad (placement or creative unit), Advertiser and Delta will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, Advertiser may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If Advertiser has made a cash prepayment to Delta, specifically for the Campaign IO for which under-delivery applies, then, if Advertiser is reasonably current on all amounts owed to Delta under any other agreement for such Advertiser, Advertiser may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the Campaign. In no event will Delta provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Advertiser. Advertiser waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks or impressions) unless claimed in writing within sixty (60) days after the charge.

6.3 Unguaranteed Deliverables. If an IO contains CPA Deliverables, CPL Deliverables, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, credits and makegoods are not available.

7. BONUS IMPRESSIONS

7.1 With Third Party Ad Server. Where Advertiser uses a Third Party Ad Server, Delta will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Advertiser. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Advertiser will not be charged by Delta for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and Advertiser notifies Delta that the guaranteed or capped levels stated on the IO have been reached, Delta will use commercially reasonable efforts to suspend delivery and, within 72 hours of receiving such notice, Delta may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with over-delivery by more than 10% above such guaranteed or capped levels.

7.2 No Third Party Ad Server. Where Advertiser does not use a Third Party Ad Server, Delta may bonus as many ad units as Delta chooses unless otherwise indicated on the IO. Advertiser will not be charged by Delta for any additional Deliverables above any level guaranteed on the IO.

8. FORCE MAJEURE

8.1 Generally. Excluding payment obligations, neither Advertiser nor Delta will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes (“**Force Majeure event**”). If Delta suffers such a delay or default, Delta will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for

the transmission. If no such substitute time period or makegood is reasonably acceptable to Advertiser, Delta will allow Advertiser a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Advertiser will have the benefit of the same discounts that would have been earned had there been no default or delay.

8.2 Related to Payment. If Advertiser's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Delta, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

8.3 Cancellation. If a Force Majeure event has continued for five (5) business days, Delta and/or Advertiser has the right to cancel the remainder of the IO without penalty (but no Force Majeure event will relieve Advertiser of its obligations to make any due and outstanding payments hereunder).

9. AD MATERIALS

9.1 Submission. Advertiser will submit Advertising Materials pursuant to Section 2.3 and in accordance with Delta's then-existing Policies. Delta's sole remedies for a breach of this provision are set forth in Section 5.3, Section 9.2, and Section 10.2.

9.2 Late Creative. If Advertising Materials are not received in accordance with Section 9.1 (including if such materials are damaged, not in accordance with Delta's specifications, or otherwise unacceptable) by the date required in the IO, Delta will use commercially reasonable efforts to notify Advertiser within two (2) business days of its receipt of such Advertising Materials. If such failure by Advertiser to so deliver prevents Delta from reasonably meeting the start date set out in the IO, Delta will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Delta is not required to guarantee full delivery of the IO. Delta and Advertiser will negotiate a resolution if Delta has received all required Advertising Materials in accordance with Section 9.1 but fails to commence a Campaign on the IO start date.

9.3 Compliance. Delta reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Delta's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Delta reserves the right within its discretion to immediately reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Delta or any of its Affiliates, provided that if Delta has reviewed and approved such Ads prior to their use on the Site, Delta will not

immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.

9.4 Intentionally Omitted.

9.5 No Modification. Delta will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Advertiser's approval. Delta will use all Ads in compliance with these Terms and any written instructions provided on the IO.

9.6 Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.

9.7 Publicity. Neither party will use the name, trade name, trademarks, logos, or Ads of the other party or any of its Affiliates in any advertising, publicity or public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval, or represent, directly or indirectly, that any product or service provided by a party has been approved or endorsed by the other party or any of its Affiliates.

9.8 Advertiser's Obligations. Advertiser is solely responsible for all: (a) ad targeting options and keywords (collectively "**Targets**") and all Advertising Materials, whether generated by or for Advertiser; and (b) web sites, services and landing pages which Advertising Materials link or direct users to, and advertised services and products (collectively, "**Services**"). Advertiser shall not, and shall not authorize any party to: (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; or (ii) advertise anything illegal or engage in any illegal or fraudulent business practice. Advertiser represents and warrants that it holds and hereby grants Delta all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in Advertising Materials, Targets and Services needed by Delta to perform under the Agreement (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Advertising Materials, Targets or Services)(collectively, all such performance by Delta is "**Use**"). Advertiser represents and warrants that all Advertiser information is complete, correct and current and that any Use hereunder and the Advertising Materials, Targets and Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including without limitation intellectual property rights). Violation of any of the foregoing may result in immediate termination of any outstanding IOs without notice and may subject Advertiser to legal penalties and consequences.

10. INDEMNIFICATION

10.1 By Delta. Delta will defend, indemnify, and hold harmless Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party and resulting from (i) Delta's alleged breach of Sections 12 or (ii) Advertising Materials provided by Delta for an Ad (and not by Advertiser, and/or its Affiliates and/or Representatives) that: (A) violate any applicable law, regulation, judicial or administrative action, or the

right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Delta will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Delta's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser and/or its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Delta's serving such Ad in breach of such targeting.

10.2 By Advertiser. Advertiser will defend, indemnify, and hold harmless Delta and its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of Section 9.8, 12, 14.1, (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 Advertiser at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Delta in accordance with these Terms or an IO, including without limitation, any claims that the AD or Advertising Materials infringe on any patent, copyright, trade secret or other intellectual property right or that Service Provider did not have the right to grant the rights and license granted hereunder.

10.3 Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

11. LIMITATION OF LIABILITY

11.1 EXCLUDING DELTA'S AND ADVERTISER'S RESPECTIVE OBLIGATIONS UNDER SECTION 10, DAMAGES THAT RESULT FROM A BREACH OF SECTION 12, OR INTENTIONAL MISCONDUCT BY DELTA OR ADVERTISER, IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE, INCURRED BY ANOTHER PARTY ARISING OUT OF AN IO, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 DELTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. Unless specifically set forth in the IO, Delta disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii)

click through rates; (iii) availability and delivery of any impressions, Advertising Materials, Targets or Services on any Delta Properties or Network Properties, or section thereof; (iv) clicks; (v) conversions or other results for any Ads, Targets or Services; and (vi) the adjacency or placement of Ads. Advertiser understands that third parties may generate impressions or clicks on Advertiser's ads for prohibited or improper purposes, and Advertiser accepts the risk of any such impressions and clicks.

12. CONFIDENTIAL INFORMATION; DATA USAGE AND OWNERSHIP; PRIVACY AND LAWS

12.1 Definitions and Obligations. "Confidential Information" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.

b. Exceptions. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

12.2 Data Usage and Ownership.

a. Definitions. As used herein the following terms shall have the following definitions:

i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Delta during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

iii. **“Performance Data”** is data regarding a Campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.

iv. **“Site Data”** is any data that is (A) preexisting Delta data used by Delta pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Delta, Delta’s Site, brand, content, context, or users as such; or (C) entered by users on any Delta Site other than User Volunteered Data.

v. **“Collected Data”** consists of IO Details, Performance Data, and Site Data.

vi. **“Repurposing”** means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

vii. **“Aggregated”** means a form in which data gathered under an IO is combined with data from numerous Ad campaigns of numerous Advertisers and precludes identification, directly or indirectly, of a Advertiser.

b. Use of Collected Data.

i. Unless otherwise authorized by Delta in writing, Advertiser will not: (i) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; or (ii) disclose IO Details of Delta or Site Data to any Affiliate or Third Party without complying with Section 12.2(b)(iii).

ii. Unless otherwise authorized by Advertiser, Delta will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user’s recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under an IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under an IO.

c. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser’s posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

12.3 Privacy and Laws.

a. Privacy Policies. Advertiser and Delta will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by either party to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

b. Compliance with Law. Advertiser, and Delta will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

12.4 Third Parties. Advertiser and Delta (each a “**Transferring Party**”) will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those contained in these Terms on the Transferring Party, unless otherwise set forth in the IO.

13. **THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)**

13.1 Ad Serving and Tracking. Delta will track ad delivery and, provided that Delta has approved in writing a Third Party Ad Server to run on its properties, Advertiser will track delivery through such Third Party Ad Server. Advertiser may not substitute the specified Third Party Ad Server without Delta’s prior written consent.

13.2 Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (“**Controlling Measurement**”) will be determined as follows:

a. The Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the “**IAB/AAAA Guidelines**”).

b. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Delta in an electronic form that is approved by Delta; provided, however, that Delta must receive access to such interface in the timeframe set forth in Section 13.3.

c. If neither party’s ad server is compliant with the IAB/AAAA Guidelines or the requirements in 13.2(b) cannot be met, the Controlling Measurement will be based on Delta’s ad server, unless otherwise agreed by Advertiser and Delta in writing.

13.3 Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) business day after Campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the parties or as specified in Section 4.2 in the case of Ads being served by Delta. If both parties have tracked the Campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating Campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary.

13.4 Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the

parties will facilitate a reconciliation effort between Delta and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Advertiser reserves the right to either:

a. Consider the discrepancy an under-delivery of the Deliverables as described in Section 6.2, whereupon the parties will act in accordance with that Section, including the requirement that Advertiser and Delta make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or

b. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

13.5 Measurement Methodology. Delta will make reasonable efforts to publish, and Advertiser will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

13.6 Third Party Ad Server Malfunction. Where Advertiser is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Advertiser will have a one-time right to temporarily suspend delivery under the affected IO for a period of up to 72 hours. Upon written notification by Advertiser of a non-functioning Third Party Ad Server, Delta will have 24 hours to suspend delivery. Following that period, Advertiser will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until Delta is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and Advertiser has not provided written notification that Delta can resume delivery under the affected IO, Advertiser will pay for the Ads that would have run, or are run, after the 72-hour period but for the suspension, and can elect Delta to serve Ads until the Third Party Ad Server is able to serve Ads. If Advertiser does not so elect for Delta to serve the Ads until Third Party Ad Server is able to serve Ads, Delta may use the inventory that would have been otherwise used for Delta's own advertisements or advertisements provided by a Third Party. Upon notification that the Third Party Ad Server is functioning, Delta will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in Delta owing a makegood to Advertiser.

14. MISCELLANEOUS

14.1 Necessary Rights. Delta represents and warrants that Delta has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.

14.2 Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or by facsimile transmission ("fax"), or mailed by United States registered or certified mail, return receipt requested,

postage prepaid, and addressed to the appropriate party at its address or to its fax number, as appropriate, as set forth below the parties' signatures hereto. Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of transmission, as shown by confirmation of transmission if delivered by fax, or on the third day following the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given shall not affect the validity or the effectiveness of the notice, request or other communication. By giving prior written notice thereof, either party may from time to time and at any time change its mailing address or fax number hereunder.

14.3 Governing Law. All matters arising from or relating to the Agreement shall be governed and construed in accordance with the laws of the state of Georgia, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Federal or state courts situated in Fulton County, Georgia, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under the Agreement, and each party irrevocably submits to the personal jurisdiction of such courts.

14.4 Trademarks. Neither party may display or refer to the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols and/or brand names ("**Marks**") without the advance written approval of that party, which approval may be withheld with or without cause. Each party agrees that it will not assert, directly or indirectly, any right, title, or interest in, or to, the other party's Marks or register or attempt to register any trademarks, trade names or other proprietary indicia confusingly similar to the Marks of the other party. Neither party grants any rights in the Marks or in any other trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties. All uses of the other party's Marks shall inure to the benefit of such other party as owner, and the use of either party's Marks in conjunction with the other party's Marks shall not create a unitary or composite mark. Upon expiration or termination of an IO for any reason, each party shall immediately discontinue any and all use of the other party's Marks, and shall not thereafter use any expression in connection with any business in which such party may thereafter be engaged which, in the reasonable judgment of other party so nearly resembles its Marks as may be likely to lead to confusion or uncertainty on the part of the public.

14.5 Assignment. No party may assign any of its rights under the Agreement or delegate its performance under the Agreement, whether voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of the other party. Notwithstanding the foregoing, upon notice to Advertiser, Delta may assign its rights and delegate its performance under the Agreement to: (i) any entity that acquires all or substantially all of Delta's assets or substantially all of the assets of that portion of Delta's business that manages the Agreement; (ii) any Affiliate; and (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization. Delta also reserves the right to assign the Agreement and its rights hereunder, and to outsource all or any portion of its performance hereunder, to any third-party providing services on behalf and for the benefit of Delta or its Affiliates (an "**Outsourcer**"). Advertiser grants to Delta the right to permit Outsourcers to exercise all of the rights granted to Delta by Advertiser under the Agreement.

Delta shall remain liable to Advertiser and shall require Outsourcers to exercise such rights only on behalf of and for the benefit of Delta and its Affiliates under the Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

14.6 Successors and Assigns; No Third Party Beneficiaries. The Agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. No third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of the Agreement.

14.7 Relationship of the Parties. Nothing contained in the Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to grant either party the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, the other party.

14.8 Complete Agreement. These Terms and any IO constitute the final agreement between the parties and evidence the complete and exclusive expression of the parties' agreement on the matters contained in the Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. In entering into the Agreement, neither party has relied upon any statement, representation, warranty, or agreement by or from the other party except for those expressly contained in the Agreement. The terms of the Agreement may not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

14.9 Attachments; Precedence. Any and every exhibit and attachment to these Terms is an integral part of the Agreement and is incorporated into the Agreement. Later exhibits, attachment or amendments to these Terms may, by written agreement of the parties, be incorporated into the Agreement by a reference to the Agreement made in such exhibit, attachment or amendment. Should any term contained in any exhibit or attachment conflict with any provision of these Terms, the provision contained in the exhibit or attachment controls, unless the term contained in the Agreement expressly states otherwise. In the event of an express conflict between these Terms and the terms of IO, the IO will control.

14.10 Waiver. The failure of a party to enforce any of the provisions of the Agreement, or to exercise any option provided in the Agreement, or to require performance by the other party of any of the provisions in the Agreement, is not a present or future waiver of such provisions and does not affect the validity of the Agreement or the right of the party to enforce each and every provision of the Agreement thereafter. The express waiver (whether one or more times) by a party of any provision, condition or requirement of the Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

14.11 Remedies Cumulative. Except as specifically set forth in the Agreement, the rights and remedies set forth in the Agreement are cumulative and are not intended to be exhaustive. A party's cure of any failure to perform under the Agreement does not excuse liability for any delays or other damages the non-defaulting party may have incurred resulting from the failure.

14.12 Savings Clause. If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force if the essential terms and conditions of the Agreement for each party remain valid, binding and enforceable.

14.13 Counterparts. These Terms and/or an IO may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitutes a single enforceable agreement.

14.14 Survival. Sections 10, 11 and 12 will survive termination or expiration of the Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the Effective Date.

Delta Air Lines, Inc.
(“Delta”)

(“Advertiser”)

Signature: _____
Name: _____
Title: _____
Address: _____

Phone: _____

Signature: _____
Name: _____
Title: _____
Address: _____

Phone: _____

Exhibit A
Insertion Order Form