

BEST BUY'S INSERTION ORDER ADDENDUM
[non-MDF Insertion Orders]

This is an Addendum (the "Addendum") to Insertion Order ("IO"). Bestbuy.com LLC ("Media Company" or "Best Buy") and Advertiser (or Agency, as agent for Advertiser) agree that the IAB Terms, as modified by this Addendum, shall govern the placement of advertising on any digital media property sold by Media Company to Advertiser pursuant to an IO signed by both Media Company and Advertiser (or its Agency). Media Company and Advertiser agree to be bound by the IAB Terms as modified by this Addendum. Capitalized terms used and defined in the IAB Terms shall have the same meaning when used in this Addendum unless otherwise stated herein.

A. Administrative.

1. **IAB v3 Terms Apply.** The parties agree Interactive Advertising Bureau's (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (IAB v3 Terms), located at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf, will apply to this IO subject to this Addendum.
2. **Vendor Support** – If Best Buy or its affiliates entered/enters into a Vendor Master Agreement (VMA) or Vendor Program Agreement (VPA) with Advertiser and the terms of VMA/VPA regarding Marketing Development Funds (MDF) conflict with the Insertion Order (including IAB v3 Terms and this Addendum), terms of VMA/VPA for MDF (including budgets and payment terms) will control.
3. **Offsite Conversion & Links.** No Ad will link (or permit conversions) off bestbuy.com or Best Buy's app, unless preapproved in writing by Best Buy. Ad user experience (and all links in Ads) must be preapproved in writing by Best Buy.
4. **Ownership.**
 - a. Advertiser owns all content and materials provided by it or its agency to Best Buy.
 - b. All materials and content created by BBY in connection with serving Ads will be used by Advertiser solely for purposes of Best Buy serving ads, and for no other purpose(s). All other rights in the materials and content created by Best Buy or its agents are reserved by Best Buy. Notwithstanding the foregoing or anything that may be to the contrary, Advertiser is responsible for its Ads and/or Ad template (including without limitation reviewing and approving final Ad content as well as the representations and claims made therein). Advertiser will provide its final approval in writing (email acceptable) for each Ad and Ad template (as applicable). If Advertiser fails to respond to the creative review by the deadline provided, Best Buy will assume creative is approved and proceed with launching campaign.
 - c. Ownership of all third-party code and tags (including without limitation code, script, data and information collected for fraud detection and prevention services or geo-verification services) remain the property of third-party service providers.

B. Additions/Changes to IAB v3 Terms.

1. Preamble and Sections X(c) and XII(h) are changed as follows: "IAB v3 Terms and this Addendum will apply to direct advertiser buys with publishers. For IOs entered directly between Advertiser and Best Buy, all references to "Agency" in the IAB Terms and this Addendum will refer to the Advertiser only."
2. The definition of "Media Company Properties" is revised as follows: "'Media Company Properties' are digital properties (including without limitation websites and apps) specified on an IO that are owned, operated, or controlled by Media Company."
3. The following is added to Definition of "Third Party": "Advertiser/Agency will be responsible for the acts, errors and omissions of any third party service providers used by them in connection with compliance with the IO and this Addendum (including without limitation collection, processing, and security of data from Media Company Properties)."
4. The following is added to Section I(a): "Advertiser/Agency signs IOs first; after Advertiser/Agency signs, Best Buy will sign IO."
5. Section II(a) is changed as follows: "Media Company and Advertiser/Agency will create a mutually agreed upon delivery schedule. If, for any reason, Media Company cannot fulfill inventory as originally planned, as Advertiser/Agency's sole and exclusive remedy, Advertiser/Agency may elect to accept alternatives/adjustments to campaign offered by Media Company (including without limitation extending campaign dates)."
6. Section II(d) is changed as follows: After Agency notifies Media Company that specific Ads violate Editorial Adjacency Guidelines, Media Company will use commercially reasonable efforts to correct such violation within 2 business days.
7. Section III(a) is deleted in its entirety and replaced with the following: "Invoices. Unless otherwise agreed upon in writing by Company and Media Company, Media Company intend to send (i) initial invoice upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier; and (ii) all other invoices will be sent within 35 days of end of each month. Advertiser/Agency acknowledges Third Party Ad Servers may take longer to finalize reporting. Media Company should invoice Agency 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 herein or the applicable IO."

8. Section III(b) is deleted in its entirety and replaced with the following: “Payment Date. Subject to Best Buy’s then-current credit review process, Advertiser (or Agency on Advertiser’s behalf) will make payment **60 days** from its receipt of invoice, or as otherwise stated in a payment schedule agreed upon by Media Company and Agency. Media Company may notify Agency that it has not received payment in such 60-day period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), below. If payment is not received when due, Best Buy may immediately suspend serving Ads. Best Buy reserves the right to change payment terms at any time upon written notice.”
9. The following is added to Section III(c): “If Advertiser’s or Agency’s credit is or becomes impaired, Media Company reserves the right to amend payment terms upon written notice to Agency, including without limitation require payment in advance. Best Buy reserves the right to (i) perform credit checks on Advertiser on an ongoing basis, (ii) revise payment terms at any time upon written notice, and/or (iii) suspend serving Ads, as applicable.”
10. The following is added as Section III(d): “Unless agreed upon in IO, Advertiser/Agency will be invoiced on, and agrees to remit payment to Best Buy as follows:
 - (a) Onsite Ads. Ads served onsite Media Company Properties (“Onsite Ads”) will be billed actual number of impressions delivered (as recorded based on Best Buy’s use of Best Buy’s Ad Server or Platforms Technology as Controlling Measurement), not to exceed budget amount approved by Advertiser/Agency in writing,
 - (b) Offsite Ads. Ads delivered to Network Properties (“Offsite Ads”) will be billed at actual amount spent by Best Buy for offsite media, not to exceed fixed budget amount(s) approved by Advertiser/Agency in writing.
 - (c) Quantity of impressions, views, clicks, leads, and acquisitions, if any, are not guaranteed, and estimates only. Best Buy makes no guarantees, promises, representations or warranties whatsoever regarding volume or quantity of impressions, views, clicks, leads, or acquisitions; and Best Buy will not bill (or provide any makegoods) based on acquisitions, clicks, leads, or viewability.”

The foregoing paragraph also changes Section VI, VII(a), and replaces Section XIII(b) in its entirety.

11. Section III(e) is added as follows: “Sales, use and other taxes, as applicable, are additional and will be billed at actual.”
12. Section IV(b) is deleted and replaced with the following: “b. Media Company Reporting. If Media Company is serving the campaign, Media Company will make reporting available. The frequency and level of detail within the reporting (i.e. by day, by creative execution etc.) varies by ad product and will be discussed between the Media Company and the Agency. Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company’s invoice for such period.”
13. Section IV(c) is deleted and replaced with the following: “c. Makegoods for Reporting Failure. If Agency informs Media Company that Media Company has delivered an incomplete or inaccurate report, or no report at all, Media Company will work to cure such failure as soon as possible.”
14. Section V(a)(v) is added as follows: “In the event of termination without cause, Advertiser/Agency will pay Media Company for all Onsite Ads actually delivered, actual spending for Offsite Ads, and other mutually agreed upon services performed prior to the effective date of termination.”
15. Section V(d) is added as follows: “Best Buy may suspend or terminate this IO without liability at any time upon written notice, and, in the event of termination, Advertiser/Agency will pay Media Company for all Onsite Ads actually delivered, actual spending for Offsite Ads, Custom Materials, and other mutually agreed upon services performed prior to the effective date of termination. If amounts owed Best Buy are less than amounts deposited or otherwise actually received by Best Buy from Advertiser/Agency, Best Buy will provide Advertiser a pro rata refund within 60 days of effective date of termination.”
16. The last sentence of VII(a) is modified as follows: “If a Third Party Ad Server is being used and Agency notifies Media Company that the guaranteed or capped levels stated on the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and Media Company 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 overdelivery by more than 10% above such guaranteed or capped levels.”
17. The following is deleted from Section X(b)(ii): “at least 14 days prior to the violation giving rise to the Claim”.
18. The following is added to Section X(b): “For information about Best Buy Policies, please see Policies referenced (including without limitation Section 21 below) and additional Best Buy Advertising Policies made available at <https://partners.bestbuy.com/documents/d/guest/advertising-policies-guidelines-pdf>, or its successor site(s). It is Advertiser/Agency’s duty to review Best Buy Advertising Policies on an ongoing basis as Best Buy may add, modify or update the Policies from time to time. If Advertiser/Agency does not agree to such additional, modified or updated Policies, Advertiser/Agency may terminate the IO upon written notice to Media Company and Advertiser/Agency will pay Media Company for all Onsite Ads actually delivered, actual spending for Offsite Ads, Custom Materials, and other mutually agreed upon services performed prior to the effective date of termination. If amounts owed Best Buy are less

than amounts deposited or otherwise actually received by Best Buy from Advertiser/Agency, Best Buy will provide Advertiser a pro rata refund within 60 days of termination.”

19. The following is added to Section XI: “Best Buy will not be liable for damages in excess of the amount paid or is payable by Advertiser/Agency to Best Buy for affected portion of the Deliverables or services under this IO.”
20. The following is added to Section XII(d): “Notwithstanding anything that may be to the contrary, Media Company may use and disclose Performance Data and or a user’s recorded view or click of an Ad for the purpose(s) of (i) preventing, detecting and identifying fraud or other illegal or improper activity; (ii) complying with any Law(s), order, subpoena or other legal process or request; (iii) complying with industry standard(s); (vi) protecting Best Buy or our customers; (v) complying with and/or enforcing applicable legal rights or contractual obligations; and/or (vi) general marketing purposes (as long as such use does not identify Advertiser or its Agency or use their respective trademarks).”
21. The following is added to Section XII as additional Policies concerning privacy, security, and third party terms:

(i) Additional Privacy Requirements

1. Deliverables. Best Buy will only provide to Advertiser/Agency (and Advertiser/Agency will only access, download and use) aggregated and de-identified information (e.g., impressions, clicks, etc.) in connection with any Ad and/or associated activities of this IO. Best Buy will not provide, and Advertiser/Agency will not have direct access to, identifiers or other personal information of Best Buy audiences.
2. Advertiser/Agency will not capture any personal information except those approved in writing by Best Buy’ (and then only in conformity with the IO and this Addendum).
3. No Sensitive Personal Information. In no event will Advertiser/Agency access, capture, process or sell personal information deemed ‘sensitive’ by the U.S. Federal Trade Commission, any Law (including without limitation California Consumer Privacy Act, as amended and subsequent Laws thereto (“CCPA”), or industry standard from Media Company Properties or users in connection with its Ads. Sensitive personal information includes without limitation: passwords; and precise location data (including without limitation physical location (e.g., GPS, longitude/latitude, WiFi signals, or cell tower triangulation) derived from device or mobile phone using satellite, cell phone tower, beacons, Bluetooth or near field communication protocols).
4. Advertiser/Agency will not derive, or attempt to derive, directly or indirectly, the identity of an individual of (or from) any Best Buy website or application or user. For purposes of clarification, Advertiser/Agency will not aggregate data collected into databases or engage in any other process that would result in the correlation or linking of the data such that the data in such combined form would provide sufficient detail to enable the identification of individual users even if such data was originally collected anonymously or in a de-identified form.
5. In no event will Ads or Advertiser or Agency’s actions or inactions collect personal information or track users/consumers or their device(s) except as expressly permitted: in this Agreement; applicable privacy policy(ies); and CCPA and all other applicable Laws.
6. Best Buy Privacy Policy. For all Ads served on bestbuy.com or in Best Buy’s app, Advertiser/Agency and their Ads served on Media Company Properties (and associated activities) will not violate Best Buy’s Privacy Policy, which is found at: <https://www.bestbuy.com/site/help-topics/privacy-policy/pcmcat204400050062.c?id=pcmcat204400050062>. In addition, Advertiser/Agency’s collection, storage, or use of personal information in connection with this IO will not render Best Buy in violation of any Law(s).
7. Cookies and other Tracking Technologies.
 - a. Media Company’s-selected verification partner (e.g., DoubleVerify or IAS) tags will be Controlling Measurement.
 - b. Advertiser/Agency will not place, use or add any code, cookie, tag, or integration to, or implement any user tracking technology in, any Ad or on Media Company Properties, except those reviewed and approved in writing by Best Buy (and then only in conformity with the IO and this Addendum). In order to obtain such approval, Advertiser/ Agency must provide Best Buy with the code and the following information: means of identifying such code; the specific data and personal information that such code will collect or track and if such code includes a function for setting cookies; creating or accessing “Flash Cookies”, local shared objects or HTML5 local storage; making operating system calls to obtain device IDs, advertising IDs, wireless IDs, user account information, geolocation, or address book data; or similar devices, and how long such cookies, objects, or other devices persist before expiring.
 - c. Advertiser/Agency is prohibited from placing any pixel or other tracking technology on Media Company Properties that remains on Bestbuy.com or Best Buy app or is separate or independent of Advertiser’s Ad(s).
 - d. Advertiser/Agency will not permit or enable any code, cookie, tag, integration or other tracking technology to attach or redirect to third party websites, apps, code, cookie, tag, integration or other tracking technologies that have not been placed directly on the Media Company Properties (e.g., “piggybacking”, “cookie synching”, etc.) without express written permission from Best Buy.

- e. Advertiser/Agency will provide users with clear and comprehensive information about cookies and other data and information stored or accessed on user device(s) in connection with Advertiser's Ads, including information about users' options for cookie management.
 - f. All Advertiser/Agency cookies must expire within 120 days from being placed on user's browser/device.
 - g. Advertiser/Agency will not use cookies or other tracking technology for the purpose of (i) collecting browsing history (excluding referral page); or (ii) re-targeting, segment categorization, or syndication related to Best Buy inventory or users.
 - h. Advertiser/Agency will not use any "Flash Cookies", "Locally Stored Objects", or device fingerprints in connection with any Ad without Best Buy's prior written approval. In no event will Advertiser /Agency use Flash Cookies, Locally Stored Objects, device fingerprint or any other mechanism for the purpose of circumventing any user privacy or security controls or settings.
8. Laws and Industry Standards. Advertiser/Agency will comply with CCPA and all other applicable Federal, state and local laws, rules and regulations (including without limitation law, rule or regulation pertaining to advertising, privacy, data security, internet, and online marketing as well as and any law, rule or regulation limiting the type of data that can be collected), codes and industry standards (collectively, "Laws"). Notwithstanding the foregoing:
- a. Advertiser will conspicuously make available on its website and mobile applications a clearly labeled and easily-accessible privacy policy and just-in-time notices that comply with all applicable Laws.
 - b. Advertiser and Agency will not use any Ad (or personal information derived therefrom) to make decisions related to an individual's eligibility for employment, housing, health care, credit, lending, or insurance, or make decisions solely by automatic means where the decision has a significant effect on the individual or in any way that does or may discriminate against any person or promote bigotry, racism or harm.
 - c. Advertiser/Agency will comply with Digital Advertising Alliance ("DAA") Self-Regulatory Principles for Online Behavioral Advertising (Principles).
 - d. Advertiser/Agency will not knowingly collect, store, use, or process data from users outside of the United States or provide such data to Best Buy.
 - e. California Consumer Privacy Act.
 - 1. Advertiser/Agency certifies that they will comply with the obligations and restrictions placed on it as a "Business" and "Third Party" under CCPA.
 - 2. Advertiser/Agency acknowledges that Best Buy will block personal information from being transmitted through Advertiser/Agency's Ad, code, cookie, tag, integration and other tracking technology for consumers that have opted-out of the sale of their personal information. This block will likely reduce the personal information received by Advertiser/Agency. Best Buy will not be liable or responsible for how this block affects the volume, functionality, performance or results of Advertiser/Agency's Ad, code, cookie, tag, integration, other tracking technology, or survey.
 - 3. Advertiser/Agency will not prevent, inhibit, work-around or circumvent (1) Best Buy's CCPA compliance tools from blocking personal information or otherwise effectively operating for their intended purpose(s) (including without limitation embedding or placing tags or other code in Ad content that may prevent, work-around or circumvent Best Buy's CCPA compliance tools); or (ii) any privacy or security control or setting of user.
 - f. Advertiser/Agency will honor user's requests of the following: the right to access to their personal information; right to opt out of the sale and sharing of their personal information; right to opt out of cross-contextual/targeted advertising; and right to have their personal information deleted, making it unusable, unreadable, irretrievable, and indecipherable.
 - g. Minors. In connection with any Ad served on Media Company Properties, Advertiser/Agency will not: (1) serve any Ad "made for kids" or otherwise intended for persons under 16 years of age; (2) market web sites, products or services primarily directed to persons under the age of 16 years as part of Ad content; (3) knowingly collect, process or sell (or enable any third party to collect, process or sell) personal information from persons under 16 years of age; (4) provide to Best Buy any personal information collected from persons whose age Advertiser/Agency know to be under 16 years of age; or (5) conduct any activities regulated by U.S. Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506), as amended, and any rules and regulations promulgated thereunder ("COPPA").

(j) Additional Security Requirements

- 1. Advertiser/Agency will ensure no Ad (including without limitation any code, cookie, tag or integration therein) served by it on Media Company Properties will interfere or impair (or attempt to interfere or impair) the proper working of (i)

- user's systems or devices; or (ii) Media Company Properties (including without limitation the security, privacy or other activities conducted on Media Company Properties or its servers or environments).
2. Advertiser/Agency will ensure the Ads (including without limitation any code, cookie, tag or integration therein) will not contain any code, routine, file, script, link, content, messages, programming instruction, agents or programs (1) capable or intended to do harm to (or capable of halting or impairing) Media Company Properties or operations (including without limitation back-end environments) or user devices; or (2) capable or intending to erase, alter, copy, lock, or execute unapproved programs or transfer of data (collectively "Harmful Code"). Harmful Code includes without limitation virus, malware, ransomware, malvertising, spyware, adware, ad-supported software, phishing or other social engineering, worm, time bomb, Trojan Horse, keylogger, rootkit, dialer, "back door", or other harmful, disabling, disruptive, destructive, illegal, or unauthorized mechanism existing now or in the future. If Advertiser/Agency becomes aware that an ad is compromised, Advertiser/Agency will notify BBY and stop serving ad(s) until incident is investigated and resolved.
 3. Advertiser/Agency will ensure no ad will direct (or re-direct) users to any harmful or improper sites, or sites containing Harmful Code.
 4. In no event will Ads or Advertiser or Agency's actions or inactions:
 - a. permit unauthorized access to user's devices, personal information, or Media Company Properties or other systems (including without limitation back-end environments);
 - b. disable or erase software, hardware, content, data or information; or
 - c. degrade or materially impact the availability, load, or performance of Media Company Properties.
 5. Advertising/Agency will employ up-to-date, industry recognized "best practices" with respect to technology and procedures to prevent and detect exfiltration, theft, piracy (as well as unauthorized access, copying, duplication, or distribution) of the data collected from or supplied in connection with Media Company Properties.
 6. Advertiser and Agency will promptly (but not later than one week) notify Best Buy of becoming aware of any actual or reasonably suspected Data Incident. "Data Incident" is defined as (1) breach of security of Advertiser or Agency system(s) containing personal information derived from Media Company Properties (including without limitation ransomware incidents); (2) unauthorized access to or acquisition, use, disclosure, modification, exfiltration, retention or destruction of personal information derived from Media Company Properties; or (3) violation of IO, this Addendum, or any applicable Law(s) which impacts the privacy or security of personal information.
 7. Advertiser/Agency will ensure secure coding practices are used in connection with collecting, using, storing, and transmitting data and in all interactions with Best Buy's users. Secure coding practices means coding practices capable of meeting Level 2 of the most recent Application Security Verification Standard (ASVS) published by the Open Web Application Security Project (OWASP).
 8. No code, script or other content ("Script") may exist on bestbuy.com or in Best Buy's mobile application outside of Best Buy's dedicated & segregated SecureFrame or other iframe sandbox without the prior written approval of Best Buy. Such approval is contingent upon: (1) Advertiser/Agency providing such Script (and any future updates and upgrades) for Best Buy to review (including without limitation conduct a security review) prior to deployment; and (2) if such Script is approved by Best Buy, Best Buy will self-host all such Scripts.
 9. Company may immediately, automatically, and unconditionally suspend and/or block any Ad(s) (and/or any code, cookie, tag, integration or tracking technology) from being served on Media Company Properties, in whole or in part, without liability and in Company's sole discretion in the event of any of the following occurrences:
 - a. in order to protect the privacy, security, confidentiality, integrity, and availability of Media Company Properties (or its back-end environments), and/or user systems, devices or information;
 - b. a Data Incident occurs in connection with Ads, Media Company Properties or back-end environment, or user's devices or information;
 - c. where Ad potentially endangers the security or integrity of Company's brand or any Media Company Properties or back-end environment, or the privacy of users; or
 - d. Company believes Advertiser, Agency or their Ad(s) fail to comply with (i) the Insertion Order, this Addendum, or Best Buy Policies; or (ii) any applicable Laws.

(k) Compliance with Third Party Terms

1. Compliance with Google's Terms, Policies and Guidelines. Advertiser/Agency will comply with the privacy, security, and advertising policies, guidelines, restrictions, rules, terms and agreements (including without limitation Personalized Advertising Platform Policies) of applicable Demand Side Platform(s) (e.g., Google, Yahoo, etc.) used by Media Company in connection with ad campaign.
2. Compliance with Network Property's Terms, Policies and Guidelines. Best Buy acts as agent for Advertiser/Agency in connection with placing ads and/or purchasing media or media services with Network

Property(ies), and Advertiser/Agency will comply with applicable terms, policies and guidelines provided by such Network Property (“Network Property Terms”). To the extent Advertiser is a direct indemnitee of any indemnification obligations contracted for by Media Company from the Network Property owner, Media Company, to the extent permitted, will pass-through such indemnity to Advertiser. Media Company will not be liable for any claims, damages or losses arising from a Network Property’s operation of its platform, including a Network Property’s serving of Ads or collection and/or use of data. Advertiser/Agency will indemnify and hold the applicable Network Property owner and Media Company harmless from and against any claims, losses and damages arising out of (i) Advertiser’s Ads (including without limitation Ad content), (ii) data collection practices, (iii) media or media services of Network Property; or (iv) any breach or alleged breach of Network Property Terms.

22. Notwithstanding Section XIII or any other provision that may be to the contrary, Media Company’s Third Party Ad Server will be Controlling Measurement.
23. Section XIII (d) is deleted in its entirety.
24. Per Section XIII(e), a summary of the impression measurement process employed by Google Ad Manager is currently found at: <https://support.google.com/admanager/answer/141811?hl=en> and for Google Campaign Manager found at: [How Campaign Manager 360 counts impressions and clicks - Campaign Manager 360 Help \(google.com\)](#). See applicable social media platforms terms, conditions and policies for their impression measurement process.
25. Section XIV(c) is deleted in its entirety and replaced with the following: “Entire Agreement. Each IO (along with this IAB v3 Terms, Best Buy Policies, and this Addendum) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. To the extent anything in this Addendum conflicts with the IAB Terms and/or any other terms included or referenced in the applicable IO, this Addendum shall control unless it is expressly noted in the IO that such terms supersede any conflicting terms in this Addendum. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. Each IO may be executed by electronic signature and exchanged by email in scanned or pdf format.”
26. Section XIV(d) is deleted in its entirety and replaced with the following: “Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO (including this Addendum) and IAB v3 Terms, the terms of the IO (including this Addendum) will prevail. All IOs will be governed by the laws of the State of Minnesota, excluding conflict of law provisions. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. Except as expressly stated, all rights and remedies hereunder are cumulative.”
27. The following is added to Section XIV(d): “Notices to Best Buy will be sent via overnight courier with proof of service, and sent to: Best Buy, Attn.: General Counsel, 7601 Penn Avenue South, Richfield, MN 55423, with a copy via email to: contractnotices@bestbuy.com.”
28. The following is added as Section XIV(h): “Best Buy (or its representatives) will have the right to verify Advertiser/Agency’s compliance with the IO (including this Addendum), provided that such inspection and review is conducted during reasonable business hours with at least five (5) business days prior notice.”