Open Measurement (OM) License for Web Video, V 1.0

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"Ad Verification" means methods and practices for determining whether ads appear on intended sites, reach the targeted audience, and/or are viewable.

"Approve" "Approved" and **"Approval"** means Licensor's written approval, which may be granted or withheld in Licensor's sole discretion.

"Creative Access" means a technical option for the Work wherein (a) the measurement vendor JavaScript tags load within a Window that has access to the ad creative, which enables the measurement tags to directly measure and verify ad creatives and (b) the JavaScript functions as a conduit to deliver the measurement vendor script to the video player.

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"Domain Access" means a technical option for the OM Works wherein (a) the measurement vendor JavaScript tags load into a sandboxed Iframe, (b) a small file ("**OM SDK Domain Loader**") hosted on a Publisher or Publisher Integrator domain is used to demonstrate a web page's domain to the JavaScript loaded in the sandboxed Iframe, and (c) measurement scripts that load into any such sandboxed IFrame cannot measure the ad creative directly and, as a result, require

the OM SDK JavaScript to pass measurement events to measurement scripts via the application programming interface (**"API"**) for the OMID Client Libraries.

"Evaluation Flag" means a flag provided with the OM SDK that is accessible to all third-party scripts included with the OM SDK and, when activated, communicates that the licensee's integration may not necessarily have successfully completed the associated testing requirements. For the avoidance of doubt, this Evaluation Flag may also be used: (a) by Publishers, Publisher Integrators and/or Integrators as a way to flag impressions to all parties that should not be included as valid measurement events in any access mode; or (b) in connection with other testing not related to testing in order to flag potential measurement concerns, including but not limited to concerns caused by software updates, integration testing, and staging server implementations among other use cases.

"HTML" means hypertext markup language, which is the standard markup language for documents designed to be displayed in a web browser.

"HTML5 or HTML 5" means (a) the fifth major version of HTML, including the associated software solution stack, that defines the properties and behaviors of web page content by implanting a markup based pattern to it and was initially released to the public on January 22, 2008 and (b) any subsequent HTML versions released to the public after HTML 5.

"IFrame" or **"Inline Frame"** means a HTML document embedded inside another HTML document on a website.

"Integrator(s)" means a company or other legal entity that provides the OM SDK as a service to Publishers thru their own software which provides additional advertising services.

"Legal Entity" means the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of more than fifty percent (50%) of the outstanding shares of such entity, or (iii) beneficial ownership of such entity.

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"Licensor Website" means https://iabtechlab.com/specifications-guidelines/open-measurement-sdk/ or any other website subsequently identified by Licensor.

"Limited Access" means a technical option for the Work wherein (a) the measurement vendor JavaScript tags load into a sandboxed IFrame and (b) measurement scripts that load into any such sandboxed IFrame cannot measure the ad creative directly and, as a result, require the SDK JavaScript to pass measurement events to measurement scripts via the API for the OMID Client Libraries.

"Object" form means any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, minified JavaScript, generated documentation, and conversions to other media types. For the avoidance of doubt, the "Object" form only includes minified JavaScript and does not include JavaScript that has not been minified.

"OMID Client Libraries" means the open measurement interface definition client libraries that may be used in conjunction with the Work that facilitate communication with measurement tags in a standard fashion and are made available under the open source Apache 2.0 license.

"OM SDK" means a software development kit to enable use of the Object form of the Work for Web Video Ad Verification purposes.

"OMWG" means the Open Measurement Working Group.

 "Publisher(s)" means the company or other legal entity that: (i) owns the fully qualified domain name where the advertising being measured by the OM SDK is being displayed; (ii) integrates an Integrator's advertising monetization SDKs for use in its Web Videos; and (iii) is not a licensee under this License.

"Publisher Integrator" means the company or other legal entity that: (i) owns the fully qualified domain name where the advertising being measured by the OM SDK is being displayed; (ii) integrates the OM SDK for use in its own Web Videos; and (iii) is a licensee under this License.

"Source" form means the preferred form for making modifications, including but not limited to software source code, non-minified JavaScript, documentation source, and configuration files. For the avoidance of doubt, the "Source" form only includes JavaScript that has not been minified and does not include minified JavaScript.

"Web Video" means the broadcast and exhibition of audiovisual content via Internet or mobile technology that supports Web Video applications that load and render all viewable content

exclusively through HTML5 including desktops, laptops, tablets and mobile phones, any connected TVs ("**CTV**"), over the top ("**OTT**") devices or gaming console (collectively "**Web Video Devices**"), but excluding any devices where HTML5 video delivery is not supported, or any application that uses device native UI frameworks for content, navigation, or advertising delivery.

"**Window**" or "**Window Object**" means a browsing context, as defined by W3C at https://html.spec.whatwg.org/multipage/browsers.html#windows (the **"W3C Site"**) or any subsequent website that is provided or identified by W3C as a replacement for the W3C Site, in a HTML environment.

"**Work**" or "**OM Work for Web Video**" means the OMWG Web Video application Ad Verification software and related SDK made available under this License in Object form (unless otherwise expressly stated herein).

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(i)   Creative Access Mode: An Integrator is required to: (a) follow the process described in the IAB Tech Lab Integrator Onboarding process, available at: https://iabtechlab.com/omsdk/web/integration_onboard, for Creative Access mode, and (b) subject to Section 2(b)(iv), obtain the IAB Tech Lab IVC Certificate, available at https://iabtechlab.com/omsdk/IVC_guide, to operate in Creative Access mode or offer its OM SDK to Publishers in Creative Access mode.

(ii)   Domain Access Mode:

(a)   For Integrators. An Integrator is required to: (a) follow the process described in the IAB   Tech   Lab   Integrator   Onboarding   process,   available   at

https://iabtechlab.com/omsdk/web/integration_onboard, for Domain Access mode, (b) subject to Section 2(b)(iv), obtain the IAB Tech Lab IVC Certificate, available at https://iabtechlab.com/omsdk/IVC_guide, to operate in Domain Access mode or offer its OM SDK to Publishers in Domain Access mode, and (c) Integrators shall communicate to Publishers that they must follow the process described in the IAB Tech Lab Publisher Onboarding process, available at https://iabtechlab.com/omsdk/web/publisher_onboard, for Domain Access mode and obtain the Publisher Validation described in Publisher Validation Guide, available at https://iabtechlab.com/omsdk/web/PVC_guide, to operate in Domain Access mode.

(b)　　For Publishers Integrators. A Publisher Integrator is required to (a) follow the process described in the IAB Tech Lab Publisher Onboarding process, available at https://iabtechlab.com/omsdk/web/publisher_onboard, for Domain Access mode, (b) obtain the Publisher Validation described in Publisher Validation Guide, available at https://iabtechlab.com/omsdk/web/PVC_guide, to operate in Domain Access Mode, and (c) obtain the IAB Tech Lab IVC Certificate available at https://iabtechlab.com/omsdk/IVC_guide to operate in Domain Access Mode.

(iii)　　Limited Access Mode: An Integrator is required to: (a) follow the process described in the IAB Tech Lab Integrator Onboarding process, available at https://iabtechlab.com/omsdk/web/integration_onboard, for Limited Access mode, and (b) subject to Section 2(b)(iv), obtain the IAB Tech Lab IVC Certificate, available at https://iabtechlab.com/omsdk/IVC_guide, to operate in Limited Access mode or offer its service to Publishers in Limited Access mode.

(iv)　　You must implement and/or cooperate with Publishers to use the Evaluation Flag at all times: (a) as set forth in the IAB Tech Lab Publisher Onboarding process; and (b) in a consistent and nondiscriminatory manner with respect to Ad Verification companies.

(c)　　In addition, this License shall also include use of the Object form of the Work in an Approved proprietary Web Video application plug-in, so long as it is either bundled within the official binary that is distributed by or under authority of Licensor, or is otherwise modular / additive to such official binary and does not require modification to the Source form of the Work (whether to the official binary or otherwise).

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