



Rate Card

Dated 24 November 2021

1 Introduction

This rate card (the **Rate Card**) relates to the audience data for out-of-home advertising campaigns published by Route (the **Route Data**).

Except as expressly provided in this Rate Card, an organisation may only access or make use of Route Data if it has entered into a subscriber agreement with Route (a **Route Subscriber Agreement**).

The relevant Route Subscriber Agreement, together with this Rate Card, sets out the terms of access to Route Data, restrictions on its use, and associated fees (where applicable).

Any capitalised words used in this Rate Card which are not otherwise defined herein, shall have the meaning set out in the Route Subscriber Agreement.

If you are a software supplier and wish to have access to Route Data in order to develop software to become licensed by Route to offer the Route service (a **Licensed Route Provider**) please contact us to arrange a data licence. Software suppliers to underwriting entities must also be Licensed Route Providers.

For media owners/vendors only, the fee for Route Data includes the opportunity to submit their inventory for inclusion in the Route measurement survey.

Important note on usage:

- Entities falling within the scope of paragraph 2.4 of this Rate Card cannot share Route Data with or provide any services which make use of Route Data to third parties unless those third parties fall within paragraphs 2.1 to 2.3 or 3.1 to 3.3 of this Rate Card and have in place their own Route Subscriber Agreement, as detailed further below.
- Entities falling within the scope of paragraphs 2.1 to 2.3, 3.1 to 3.3, and 4 of this Rate Card cannot share Route Data with or provide any services which make use of Route Data to third parties unless those third parties are Clients (as defined in this Rate Card).

For the avoidance of doubt, this Rate Card is not intended to cause difficulties for any potential new models of provision and there is scope for individual negotiation with Route if your organisation does not fit squarely into the categories set out in this Rate Card. In addition, if you are unsure which category your organisation fits into, please contact Route to discuss further.

1.1 Fees payable

There are a variety of fees payable, depending on whether the Subscriber is an agency, media owner/vendor, aggregator/marketplace/platform or other third party and if the Subscriber is a member of one of the trade associations that underwrite Route being the Institute of Practitioners in Advertising Outdoor (IPAO) or Outsmart. (Given the underwriting guarantee of the trade associations there is a concomitant price advantage to their members in the cost of access to Route Data).

For the purpose of the Route Subscriber Agreement, the definition of “Declared Business” corresponds to a particular Subscriber category set out in this Rate Card and the subscription fee payable by the Subscriber is therefore in line with the fees for the particular Subscriber category set out in this Rate

Card. More than one fee may be payable. Subscribers may add “Additional Permitted Uses” to their subscription by listing an additional Rate Card Subscriber category under the definition of “Additional Permitted Uses” in the Route Subscriber Agreement, and the fees will be adjusted accordingly. Please contact Route to discuss fees payable for any type of usage not covered in this Rate Card. Where a business operates in more than one of the declared Subscriber categories set out in this Rate Card, it will be required to declare a main Subscriber category under “Declared Business” in the Route Subscriber Agreement and will also need to declare all other Subscriber categories as “Additional Permitted Uses” in the Route Subscriber Agreement.

From time to time, Route will update or amend the contents of the Rate Card. Any amendments to the Rate Card will be communicated to Subscribers directly in accordance with the Route Subscriber Agreement, as well as via the website, www.route.org.uk.

All fees quoted are for the calendar year.

The minimum fee is for twelve months, irrespective of the date of joining or period of membership.

The Subscriber categories are set out in sections 2, 3 and 4 of the Rate Card.

2 Agencies

2.1 Underwriting OOH (or outdoor) media specialist buying agencies – IPAO members

Description of Subscriber category:

A paragraph 2.1 entity is an IPAO member and is party to the funding agreement that underwrites Route and its activity includes ...

- The negotiation, purchasing and/or placement of OOH advertising space and airtime that reflects advice and scheduling, developed either by that organisation, or by others.

Fee:

Named members of the IPAO are jointly accountable for the underwriting of the agency portion of Route’s costs, after the deduction of income from other OOH specialist, media and other agencies. The IPAO is responsible for the apportionment of costs between the underwriters, based on a formula of its own devising.

Permitted use of the Route Data:

In terms of the use of Route Data, the buying agency function is permitted to use the Route Data to calculate the impacts, cover and frequency of a collection of frames from more than one media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames from more than one media owner/vendor.

2.2 OOH (or outdoor) media specialist buying or other media buying agencies – IPAO or IPA members

Description of the Subscriber category:

A paragraph 2.2 entity is an IPAO or IPA member and its activity includes ...

- The negotiation, purchasing and/or placement of OOH advertising space and airtime that reflects advice and scheduling, developed either by that organisation, or by others.

This subscriber category includes both specialist OOH agencies and media agencies in general who are engaged in such activities as listed above, whether they receive access to the Route Data from a Licensed Route Provider or via a paragraph 2.4 entity (as to which see below).

Fee:

OOH media specialist buying or other media buying agencies pay an annual base subscription fee of £41,200 plus a scaled subscription fee of £1,030 per £1million OOH media billing in order to use the Route Data as described above. By way of illustration:

OOH media billing	Annual Subscription (including base subscription fee plus scaled subscription fee)
£1,000,000	£42,230
£5,000,000	£46,350
£10,000,000	£51,500
£20,000,000	£61,800
£50,000,000	£92,700
£100,000,000	£144,200

OOH media billing is calculated for the year ending June 2021. The IPAO and/or the IPA supply the OOH media billing figures in respect of their members.

Permitted use of the Route Data:

In terms of the use of Route Data, such entities are permitted to use the Route Data to calculate the impact, cover and frequency of a collection of frames from more than one media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames from more than one media owner/vendor.

2.3 OOH (or outdoor) media specialist buying agencies or other media buying agencies – non-IPA and non-IPAO member companies

Description of the Subscriber category:

A paragraph 2.3 entity is an entity which would fall within paragraph 2.2 above save for the fact that it is not an IPAO or IPA member.

Fee:

There is an annual base subscription fee of £52,788 plus a scaled subscription fee of £1,056 per £1million OOH media billing. For example,

OOH media billing	Annual Subscription (including base subscription fee plus scaled subscription fee)
£1,000,000	£53,844
£5,000,000	£58,068
£10,000,000	£63,348
£20,000,000	£73,908
£50,000,000	£105,588
£100,000,000	£158,388

OOH media billing is calculated for the year ending June 2021. In accordance with the Route Subscriber Agreement, non-IPA and non-IPAO member companies shall supply OOH media billing information to Route.

Permitted use of the Route Data:

In terms of the use of Route Data, such entities are permitted to use the Route Data to calculate the impacts, cover and frequency of a collection of frames from more than one media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames from more than one media owner/vendor.

2.4 OOH (or outdoor) aggregators, marketplaces and platforms – non-IPA member companies

Description of the Subscriber category:

All aggregators, marketplaces, and platforms that (i) provide Route Data to other organisations (including buyers and/or vendors) and/ or (ii) provide services to other organisations using Route Data (including buyers and/or vendors), in each case in order to facilitate those organisations' scheduling or trading of OOH advertising and which do not fall within paragraphs 2.1 to 2.3 or 3.1 to 3.3 of this Rate Card.

- **Important note for organisations falling within the scope of paragraph 2.4 of this Rate Card:**

Paragraph 2.4 entities are not permitted to share Route Data with or provide any service which makes use of Route Data to any third party, unless: (i) that third party falls within the scope of paragraphs 2.1 to 2.3 or 3.1 to 3.3 of the Rate Card; and (ii) that third party has its own Route Subscriber Agreement in place. If the paragraph 2.4 entity fails to comply with this requirement it will be in breach of its own Route Subscriber Agreement and Route shall be entitled to terminate the Subscriber's access to Route Data immediately.

Moreover, paragraph 2.4 entities are required to provide Route with a list of all of the third parties to which they provide any service which shares, or makes use of, Route Data on a quarterly basis, as more fully set out in the Route Subscriber Agreement.

Fee:

Paragraph 2.4 entities are charged by reference to their total annual company revenues as set out below:

- Total annual company revenue of less than £1million - £32,496
- Total annual company revenue of £1million or more - £48,744

In accordance with the Route Subscriber Agreement, paragraph 2.4 entities shall supply revenue information to Route.

Permitted use of the Route Data:

In terms of the use of Route Data, such entities are permitted to use of the Route Data to calculate the impact, cover and frequency of a collection of frames from more than one media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames from more than one media owner/vendor. However, this is subject to the provision that, as noted above, paragraph 2.4 entities are not permitted to share Route Data with or provide any service

which makes use of Route Data to any third party, unless: (i) that third party falls within the scope of paragraphs 2.1 to 2.3 or 3.1 to 3.3 of the Rate Card; and (ii) that third party has its own Route Subscriber Agreement in place. If the paragraph 2.4 entity fails to comply with this requirement it will be in breach of its own Route Subscriber Agreement and Route shall be entitled to terminate the Subscriber's access to Route Data immediately.

3 Media owners/vendors

3.1 Underwriting media owners/vendors – Outsmart members

Description of the Subscriber category:

A paragraph 3.1 entity is an Outsmart member and is party to the funding agreement that underwrites Route and its activity includes ...

- The sale and marketing of OOH media that are measured by Route;
- Including the vending of media space that is either inventory owned by the organisation or owned by third parties and sold by the organization on behalf of third parties.

Fee:

Named members of Outsmart are jointly accountable for the underwriting of the media owner/vendor portion of Route's costs, after the deduction of income from other OOH media owner/vendors. Outsmart is responsible for the apportionment of costs between the underwriters, based on a formula of its own devising.

Permitted use of the Route Data:

In terms of the use of Route Data, the media owner/vendor function is permitted to use of the Route Data to calculate the impacts, cover and frequency of a collection of frames sold by that media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames sold exclusively by that media owner/vendor.

3.2 Media owner/vendors – Outsmart members

Description of the Subscriber category:

A paragraph 3.2 entity is an Outsmart member and its activity includes ...

- The sale and marketing of OOH media that are measured by Route;
- Including the vending of media space that is either inventory owned by the organisation or owned by third parties and sold by the organisation on behalf of third parties.

Fee:

Media owner/vendors are charged in direct proportion to their share of total revenue for the environments that are measurable by Route (we often refer to this as 'Route-able Revenue'). For example, a media owner/vendor with a revenue share of 1% will pay 1% of the total media owner/vendor contribution to Route. Outsmart provides this share data (currently audited by PWC) to Route for the purpose of subscription calculation.

There is a minimum annual subscription fee of £3,090 for Outsmart members with less than 0.1% share of 'Route-able Revenue'. Media owners / vendors with above 0.1% share are charged in accordance

with the Outsmart agreed funding model as noted above. Route will advise any new Outsmart subscribers with above 0.1% share of their subscription fee based on PWC data.

Revenue share is calculated to the year ending June 2021. Figures are supplied by Outsmart in respect of the revenue share of its members.

Permitted use of the Route Data:

In terms of the use of Route Data, the media owner/vendor function is permitted to use of the Route Data to calculate the impacts, cover and frequency of a collection of frames sold by that media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames sold exclusively by that media owner/vendor.

- **Note:** For each quarterly Route release, Route subscribing Outsmart members will receive a flat file detailing GB audiences (impacts) for individual assets in their inventory. This will be run for 1 week in March, with all digital assets being assigned 10s spot and 50s break. For any further analysis, media owners/vendors will need to access Route Data from a Licensed Route Provider or via a paragraph 2.4 entity.

3.3 Media owners/vendors – non-Outsmart members

Description of the Subscriber category:

A paragraph 3.3 entity is an entity which would fall within paragraph 3.2 above save for the fact that it is not an Outsmart member.

Fee:

Other media owners/vendors that are not members of Outsmart pay an annual subscription fee in addition to a scaled charge based on their revenue. The subscription fee is £1,084 per annum. The scaled charge is £3,900 per £1million OOH media revenue. For example,

Revenue	Subscription
<= £1,000,000	£4,984
£2,000,000	£8,884
£5,000,000	£20,584
£10,000,000	£40,084
£20,000,000	£79,084
£30,000,000	£118,084

In accordance with the Route Subscriber Agreement, non-Outsmart members shall supply revenue information to Route.

Permitted use of the Route Data:

In terms of the use of Route Data, the media owner/vendor function is permitted to use of the Route algorithm to calculate the impacts, cover and frequency of a collection of frames sold by that media owner/vendor; either to make recommendations based on that calculation or to allow their Clients to value combinations of frames sold exclusively by that media owner/vendor.

4 Other subscribers

A paragraph 4 entity is any entity which does not fall into paragraphs 2.1 to 2.4 or 3.1 to 3.3 of this Rate Card and which makes use of Route Data when providing its services to its Clients, e.g. media auditors, consultancies, post-campaign report platforms etc.

The fee for paragraph 4 entities is as follows ...

- Total annual company revenue of less than £1million - £32,496
- Total annual company revenue of £1million or more - £48,744

Please contact Route to discuss fees payable for any type of usage if you are not sure if it is covered in this Rate Card.

5 Annual rate review – IPAO, IPA and Outsmart members

The contribution will be adjusted each year based on the OOH media billing or revenue of the previous year to June. 2022 fees will reflect the position to the year ending June 2021. The relevant trade associations will determine the figures and advise Route.

5.1 Annual rate review – others

Each year, the annual fees will increase by the growth in wage inflation as measured by the ONS for the previous year to June.

Route reserves the right to make alternative or additional adjustments to the fees, as it may choose to do so from time to time.

6 Invoicing

All subscribers will be invoiced quarterly, one month in advance. For example, Q1 2022 will be invoiced on 1st December 2021.

Payment terms are strictly 30 days from invoice date.

7 Late payment

Route may charge late payment interest on any overdue amount in accordance with the Route Subscriber Agreement. In addition, late payment of the fees may result in disconnection to the service in accordance with the Route Subscriber Agreement. A reconnection fee of 5% of the annual subscription will be charged.

8 Right to audit

Route reserves the right to audit (in accordance with the terms of the Route Subscriber Agreement) the Subscriber's records and facilities, including (but not limited to) computer facilities, OOH media billing, revenue or turnover figures, in order to verify the Subscriber is complying with the terms.

9 Access to data

Entities falling within paragraphs 2.1 to 2.3 or 3.1 to 3.3 of this Rate Card may obtain Route Data:

- (1) From a Licensed Route Provider. The cost of such software services is not included in the subscription fees and is a matter for discussion and agreement between the parties concerned;
- (2) Via an entity falling within paragraph 2.4 of the Rate Card (aggregators, platforms and marketplaces) which itself obtains data from a Licensed Route Provider. If this approach is taken, both the entity which falls within paragraphs 2.1 to 2.3 or 3.1 to 3.3 of the Rate Card and the entity which falls within paragraph 2.4 of the Rate Card will need a Route Subscriber Agreement and will each be required to pay subscription fees for Route Data which shall be calculated as set out in this Rate Card; or
- (3) Directly from Route. This option is only available to underwriting entities. Underwriting entities and their appointed Licensed Route Provider may access all available outputs, including respondent data. The Licensed Route Providers are not permitted to resell functionality, afforded by respondent level data, to non-underwriting parties. It is the responsibility of the underwriting party to ensure compliance of the Licensed Route Provider, at the risk of withdrawal of access to the Route Data. A Licensed Route Provider may 'repackage' available outputs and sell to other parties; however, this defines them as a platform and renders them liable under paragraph 2.4 above.

Entities falling within paragraphs 2.4 or 4 of the Rate Card may obtain Route Data via option (1) above.

In addition, Route subscribing Outsmart members will, for each quarterly Route release, receive a flat file detailing GB audiences (impacts) for individual assets in their inventory. This will be run for 1 week in March, with all digital assets being assigned 10s spot and 50s break. For any further analysis, media owners/vendors will need to access Route Data from a Licensed Route Provider or via a paragraph 2.4 entity.

10 Usage Restrictions

The Subscriber shall ensure that any of its own Clients to which it provides Route Data or uses such Route Data in the provision of its services to such Clients, are aware of and comply with the usage restrictions in this Rate Card and the Route Subscriber Agreement with respect to such Route Data. Route shall be entitled to terminate the Subscriber's licence to the Route Data upon written notice with immediate effect if a Subscriber fails to comply with the obligations set out in this paragraph 10.

As noted above, paragraph 2.4 entities are not permitted to share Route Data with or provide any service which makes use of Route Data to any third party, unless: (i) that third party falls within the scope of paragraphs 2.1 to 2.3 or 3.1 to 3.3 of the Rate Card; and (ii) that third party has its own Route Subscriber Agreement in place. If the paragraph 2.4 entity fails to comply with this requirement it will be in breach of its own Route Subscriber Agreement and Route shall be entitled to terminate the Subscriber's access to Route Data immediately.

Also as noted above, entities falling within the scope of paragraphs 2.1 to 2.3, 3.1 to 3.3, and 4 of this Rate Card cannot share Route Data with or provide any services which make use of Route Data to third parties unless those third parties are Clients (as defined in this Rate Card).

If the Subscriber creates, issues, publishes or uses its own out-of-home audience measurement data for any purpose (whether or not it has used Route Data to verify, enhance or substantiate such data) the Subscriber shall not, and/or shall procure that its own clients do not, refer to or otherwise use the Route name or logo or any derivatives of the Route name or logo in any manner which might suggest or lead a person to believe that Route has provided or verified such Subscriber measurement data, without first obtaining the prior written consent of Route.

11 Definitions

11.1 OOH media billing

Out-of-home media billing means, in relation to paragraphs 2.2 and 2.3 of the Rate Card, all amounts invoiced by such a subscriber in consideration of securing advertising space with an out-of-home media owner/vendor or contractor in Great Britain.

11.2 Clients

“Clients” means:

- In relation to paragraph 2.1 to 2.3, 3.1 to 3.3 and 4 entities, any third party to which the Subscriber provides the services described in the applicable paragraph. For the avoidance of doubt, any such third party “Client” which itself also falls within the scope of another paragraph in this Rate Card (for example because it carries out the placement of OOH advertising space) must enter into a Route Subscriber Agreement and pay the applicable fee.
- In relation to paragraph 2.4 entities, any paragraph 2.1 to 2.3 or 3.1 to 3.3 entity to which the paragraph 2.4 entity provides the services described in paragraph 2.4.

If you are in any doubt as to whom your entity can provide Route Data or services making use of the Route Data please contact Route for further information.