Fyber Master Service Agreement for Demand Partners

Preamble

This Master Service Agreement for Demand Partners ("**MSA**") applies to your usage of the Service(s) (as defined in the applicable Service Order entered between Fyber and you, together the "**Parties"** and each a "**Party**").

This MSA includes the following documents which, together with this MSA, form an agreement (the "**Agreement**") between the entity providing the Service and signed the applicable Service Order ("**Fyber**") and the entity whose details are set forth in such service order ("**Demand Partner**"):

- The Service Order(s) for the respective Service.
- The Fyber Privacy and Information Security Addendum attached as **Appendix B** ("**PISA**").
- The Local Addenda to the Master Service Agreement for Demand Partners that are applicable according to Section 11.8.1 to 11.8.3 and attached as **Appendix C**.
- The Fyber Business Credit Application attached as **Appendix D** ("**BCA**")
- Any guidelines, including content policies and/or guidelines, as mentioned herein and referenced in the Agreement.

Before using any Service, we ask that you read the Agreement carefully; by using and/or accessing the Service, you hereby agree and accept the Agreement in full. We recommend that you print out or save a local copy of the Agreement for your records. Capitalized terms used but not defined elsewhere in the Agreement will have the meaning ascribed to them in **Appendix A** attached hereto.

IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE ANY SERVICE. IF YOU ARE AN INDIVIDUAL WHO CONSENTS TO THIS AGREEMENT ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THIS AGREEMENT AND YOUR CONSENT TO THIS AGREEMENT WILL BE TREATED AS THE CONSENT OF THE BUSINESS. IN THAT EVENT, "BUSINESS", "YOU" OR "YOUR" WILL REFER AND APPLY TO THAT BUSINESS. YOU ALSO CONSENT TO THE USE OF: (A) ELECTRONIC MEANS TO CONSENT TO AND COMPLETE THIS AGREEMENT AND TO PROVIDE YOU WITH ANY NOTICES GIVEN PURSUANT TO THIS AGREEMENT; AND (B) ELECTRONIC RECORDS TO STORE INFORMATION RELATED TO THIS AGREEMENT AND YOUR USE OF ANY SERVICE.

FROM TIME TO TIME WE MAY CHANGE THIS MSA. FYBER WILL MAKE REASONABLE COMMERCIAL EFFORTS TO NOTIFY YOU OF ANY UPDATES TO THIS MSA BY MAKING SUCH UPDATES AVAILABLE ON THE FYBER WEBSITE AND/OR THE RESPECTIVE FYBER DASHBOARD. NOTWITHSTANDING THE FOREGOING, YOUR CONTINUED USE OF ANY SERVICE WILL BE DEEMED ACCEPTANCE TO ANY AMENDED OR UPDATED MSA.

1. General

1.1. Scope. Subject to the terms and conditions of the Agreement (including Demand Partner's payment obligations under Section 5 below), Fyber will provide to Demand Partner the Service(s) described in the applicable Service Order.

1.2. Conflict resolution clause. In the event of a conflict between a provision of this MSA and a provision of the applicable Service Order, the provision of the Service Order shall prevail.

2. Registration & Set Up

2.1. Account Registration. Where applicable under the respective Service Order, in order to access the Service, Demand Partner shall be required to register for an Account. In registering an Account with Fyber, whether directly or via a third party's dashboard provided on behalf of Fyber, Demand Partner shall: (i) provide accurate, truthful, current and complete information; (ii) maintain and promptly update its Account information; (iii) maintain the security of its Account by not sharing Account access data, including any log-ins and passwords, and restricting access to its Accounts and devices; (iv) promptly notify Fyber if it discovers or otherwise suspects any security breaches related to the Account, including if its Account information or access data has been compromised; and (v) take sole responsibility for all activities that occur under its Account and accept all risks of unauthorized access. In the event of a breach, Fyber reserves the right to close Demand Partner's existing Account and require Demand Partner to create a new Account and agree to all then-current Fyber terms and policies in place.

2.2. Business Credit Application. Prior to the commencement of the Service, Demand Partner will fill out and provide Fyber with the BCA and obtain Fyber's approval for its credit limit (if applicable).

2.3. Login Data. Demand Partner agrees to keep access information, such as user names and other login data, passwords, and other information required in order to access the Service(s) and the Account, strictly confidential, and will not disclose such information to any Third Party without Fyber's prior written (email suffices) approval or as otherwise agreed in the Agreement. Demand Partner must inform Fyber immediately upon becoming aware that any unauthorized Third Party has gained access to any such information or to Demand Partner's technology, systems, equipment, and/or property. Fyber reserves the right at its sole discretion to either change the access information or to block any Account at Fyber's own discretion and without prior notification. In such cases, Fyber will inform the Demand Partner without undue delay and will provide any such new access information upon request within a reasonable time.

3. Licenses and proprietary rights

3.1. License to use the Service(s). During the Term and subject to Demand Partner's compliance with the Agreement, Fyber will provide Demand Partner with a limited, non-exclusive, royalty-free (except as may be set forth otherwise in the respective Service Order), non-transferable, non-sub-licensable, revocable license to (a) access and use the applicable Service solely for the purposes of (i) buying Ad Inventory on the Property from Supply Partners, and (ii) to serve and deliver, or enable Fyber to serve and deliver (as applicable to the specific Service), Ads provided by Demand Partner on the Property via the SDK, Fyber API or Tag (as applicable to Demand

Partner's use of the Service); and (b) access and use the Fyber dashboard or third party's dashboard provided on behalf of Fyber (as applicable for the specific Service) for the purpose of reviewing Demand Partner's activity and use of the Service.

3.2. Demand Partner Ad Exchange Service License. Demand Partner hereby grants to Fyber and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide and royalty-free right and license to: (a) enable the serving of Ads (including their Content), including with respect to any Intellectual Property Rights therein, via the Fyber Exchange, on Supply Partner's Property; (b) use the Demand Partner Data for (i) providing the Service; and (ii) solely in accordance with the PISA Addendum attached hereto as Appendix B;; and (c) use the Engagement Data for (i) performance of Fyber's obligations hereunder, (ii) Fyber's reporting and analytics purposes; (iii) to be compliant with a court order, applicable law or other legal compliance; and (iv) to improve the Service.

3.3. Demand Partner's License to the Offer Wall Service. For the duration of the Term, Demand Partner hereby grants to Fyber and its Affiliates a non-exclusive, royalty-free, and worldwide right and license to (a) enable the intergradation individual ads on the Offer Wall available on the Property and use Demand Partner Data for: (i) providing the Service(s), and (ii) solely in accordance with the PISA Addendum attached hereto as Appendix B; and (c) use the Engagement Data for (i) performance of Fyber's obligations hereunder, (ii) Fyber's reporting and analytics purposes; (iii) to be compliant with a court order, applicable law or other legal compliance; and (iv) to improve the Service.

3.4. Demand Partner Direct Sales Service License. Demand Partner hereby grants to Fyber and its Affiliates a non-exclusive, worldwide, royalty-free right and license to use, modify, reproduce, display, create derivative works from, perform, and distribute the Ads (including any trademarks therein) on or in connection with the Fyber Service during the Term. Fyber shall have the right to make technical modifications (including resizing) as necessary to conform the Ads to Fyber's technical specifications and requirements.

3.5. Demand Partner Mediation Service and Programmatic Mediation Service License. Demand Partner hereby grants to Fyber and its Affiliates the right and license to: (a) access and use Demand Partner's API and/or SDK (as applicable) and any related documentation to enable Demand Partner to use the Service; and (b) use the Engagement Data for the purpose of (i) provide the Service and improve it; and (ii) for evaluation, testing, support, maintenance, demonstration and marketing. Fyber will have no right to use, reproduce, display or distribute the Demand Partner API and/or SDK and any related documentation for any other purpose. Demand Partner will not seek to impose any terms and conditions with respect to any such access or use by Fyber, other than as set forth in the Agreement, and any such terms and conditions imposed by Demand Partner will have no force or effect.

3.6. License limitation. Nothing contained in this Section 3 or otherwise in the Agreement shall transfer any right, title, or interest in or to any Service to Demand Partner. Except as expressly stated in Section 3.1 above, as between Fyber and Demand Partner, Fyber and its Affiliates retain all right, title, and interest in and to the Service(s). Except as expressly permitted under this Agreement, Demand Partner will not access, use, reproduce, reverse-engineer, modify, lend, distribute or otherwise make available or exploit the Services, the SDK or the API.

3.7. No Implied License. Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership interest, license, sale or other rights upon

Demand Partner or Fyber (as applicable) by implication, estoppel or otherwise as to any Intellectual Property Rights of the other Party or any Third Party.

3.8. Open Source Software License. The Service may include open source software ("**OSS**"). To the extent so provided by the license that governs each OSS ("**OSS License**"), the applicable OSS is subject to its respective OSS License, not this Agreement. If, and solely to the extent, an OSS License requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, provisions, prohibitions or restrictions, then such disclaimers, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding OSS which is governed by such OSS License. Fyber OSS attribution list is available at https://www.fyber.com/legal/opensource.

3.9. Open Source Disclaimer. Notwithstanding anything in the Agreement to the contrary, Fyber does not make any representation or warranty with respect to any OSS or free software that may be included in or accompany the Service. FYBER HEREBY DISCLAIMS ANY AND ALL LIABILITY TO DEMAND PARTNER OR ANY THIRD PARTY RELATED TO ANY SUCH SOFTWARE THAT MAY BE INCLUDED IN OR ACCOMPANY THE SERVICE.

4. REPRESENTATIONS AND WARRANTIES

4.1. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has all requisite power and authority to execute and enter into the Agreement and perform its obligations therein and hereunder and that the Agreement is a valid and binding agreement by such Party; (b) the execution of the Agreement, and its performance under it, will not constitute a breach or default of, or otherwise violate any agreement to which it is a party or violate any right of any third parties arising therefrom; and (c) the Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

4.2. Demand Partner Representation and Warranties. Demand Partner represents and warrants that:

4.2.1. the Ad does not and will not infringe upon or violate any Intellectual Property Right, right of publicity, privacy right or any other proprietary right of a third party;

4.2.2. its use of the Service and all Bid Requests will be in compliance with this Agreement;

4.2.3. the Ad will not contain Prohibited Content, violate applicable law, and/or otherwise fail to adhere to the Content Guidelines (available under www.fyber.com/legal/demand-content-guidelines) as updated by Fyber from time to time; and

4.2.4. its performance under this Agreement will not violate any applicable law or regulation, including where applicable, but not limited to, the U.S. Children's Online Privacy Protection Act of 1998 and its rules, as amended from time to time (collectively, "**COPPA**"), any agreement between Demand Partner and a Third Party, or cause Fyber to be in violation of any applicable law or any applicable terms of any application store.

4.3. Fyber representation and warranty. Fyber represents and warrants that: (a) the Service shall, in all material aspects, operate as set out in its respective Service

description set forth in the applicable Service Order; and (b) the Service shall be and is in compliance with any laws applicable to Fyber's provision of the Service and does not infringe any third-party Intellectual Property Rights.

5. Fees & Payment / Taxes / Netting clause

5.1. Payment. Unless otherwise specified in the applicable Service Order, Fyber will issue invoices to Demand Partner on a calendar-month basis, based upon the Ad Impressions count reported by Fyber.

5.2. Payment Terms. Unless otherwise specified in the applicable Service Order, Demand Partner will pay to Fyber the amounts specified in the applicable Service Order within thirty (30) days after the end of the month in which the Service was provided, subject to invoice. The Invoice shall be produced at the end of the calendar month according to Fyber's monthly reports generated as GMT (UTC) time zone.

5.3. Dispute resolution. Unless otherwise specified in the applicable Service Order, if Demand Partner does not dispute Fyber's invoice by written notice within thirty (30) days from receipt of the invoice, such invoice shall be deemed accepted by Demand Partner. The Parties shall cooperate in good faith to resolve any invoicing dispute prior to commencing any action in connection with such dispute hereunder.

5.4. Late payment. Any undisputed late payment shall bear interest at a monthly interest rate of 1.5% until payment date.

5.5. Currency. Unless otherwise specified in the applicable Service Order, all payments hereunder shall be made in US Dollars via wire transfer to Fyber's bank account, as specified in the Service Order.

5.6. Tracking. Fyber's tracking and reporting regarding Ad Impressions and other payable activities under the Agreement (if applicable) shall provide the basis to calculate the Ad Impressions for the invoice for the purpose of this Agreement, if not otherwise agreed between the Parties in the Service Order. Demand Partner shall duly examine the invoice and the amounts due when provided by Fyber and shall notify Fyber, in writing (email suffices) and without undue delay (but in no event later than thirty (30) days upon receipt of the applicable invoice from Fyber) of any inaccuracy of the amounts due to Fyber that could be reasonably identified in such examination. If Demand Partner fails to notify Fyber of any such identifiable inaccuracy within such time - period, the invoice and the amounts due to Fyber shall be deemed correct regarding such identifiable inaccuracy. Demand Partner further agrees and acknowledges that the determinations of Fyber with respect its reporting and invoices are final where the difference between the evidence provided by Demand Partner and the Account data is less than ten percent (10%), which is considered a deviation in tracking customary in trade and therefore reasonably acceptable by both Parties. If the deviation is 10% or more, the Parties will negotiate in good faith to find an amiable solution prior to commencing any action hereunder.

5.7. Taxes and Expenses. Unless expressly provided hereunder, each Party will bear its costs and expenses incurred by such Party in connection with the performance of its obligations under this Agreement. In addition, each Party shall bear its own taxes under applicable law. If the Fyber Service is subject to value-added tax ("**VAT**") in the meaning of the European VAT Directive or to any other similar non-European tax under the applicable tax jurisdiction, VAT in the amount applicable under statutory

law at the time of payment shall be added and paid on the agreed fees by the Demand Partner, provided that Fyber is the tax debtor of such VAT amounts.

6. Modification of Service

Modification of Service. The Service(s), by their nature, may be updated and developed continuously over time. Fyber may modify the Service(s) without prior notice but only with effect for the future (i.e., not retroactively) and provided that the modification is reasonable for the Demand Partner considering its interests. A modification is reasonable for the Demand Partner if it is necessary to adapt the Services to changed circumstances regarding technological developments, market requirements, and any changes of applicable law, and in case of any new features, functions, or services added to the Services. Accordingly, Demand Partner's right to use the Services under this Agreement is limited to the then-current version of the Services. If a modification of a Service is not reasonably acceptable for Demand Partner, Demand Partner has the right to terminate the Agreement with respect to such Service effective immediately upon notice. Demand Partner shall have no other claims against Fyber due to changes in and to the Services.

7. DISCLAIMERS; LIMITATION OF LIABILITY

7.1. SERVICE DISCLAIMER. FYBER PROVIDES THE SERVICES AND/OR ANY FYBER DASHBOARD AND/OR AD INVENTORY "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE AND SKILL OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, FYBER DOES NOT WARRANT THAT DEMAND PARTNER'S USE OF THE SERVICE AND/OR ANY FYBER DASHBOARD WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, NOR DOES FYBER MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE AND/OR ANY FYBER DASHBOARD. FURTHER, DEMAND PARTNER ACKNOWLEDGES THAT AD INVENTORY IS PROVIDED BY SUPPLY PARTNERS AND THAT FYBER DOES NOT ENDORSE NOR MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, TRUTH, QUALITY, SUITABILITY OR RELIABILITY OF ANY PROMISE, CLAIM OR STATEMENT CONTAINED IN ANY AD INVENTORY. FYBER IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES CONTAINED IN ANY AD INVENTORY. DEMAND PARTNER ACKNOWLEDGES THAT IT HAS RECEIVED NO ASSURANCES FROM FYBER THAT IT WILL EARN ANY PARTICULAR AMOUNT OF MONEY BY USING THE SERVICE OR THAT IT WILL RECOUP ANY EXPENDITURE MADE IN FULFILLMENT OF ITS OBLIGATIONS UNDER THIS AGREEMENT. FYBER IS UNDER NO OBLIGATION TO MONITOR SUPPLY PARTNERS COMPLIANCE, AND DEMAND PARTNER SHALL HAVE NO CLAIM AGAINST FYBER FOR ANY SUPPLY PARTNER'S BREACH OF, ANY TERMS AND CONDITIONS OR ANTI-FRAUD RULES APPLICABLE TO A SUPPLY PARTNER. FYBER MAKES NO WARRANTY AND/OR ASSURANCES IN RESPECT OF USERS' RESPONSE TO THE ADS.

7.2. LIMITATION OF LIABILITY. EXCEPT FOR BREACH OF CONFIDENTIALITY, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. FOR ALL CLAIMS RELATED TO THIS AGREEMENT NEITHER PARTY'S TOTAL AGGREGATE LIABILITY SHALL EXCEED THE AMOUNT OF TEN THOUSAND US DOLLARS (US$ 10,000). NOTWITHSTANDING ALL THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY FOR BREACHES OF SECTIONS 5, 8 AND 9.

7.3. Content Disclaimer. Fyber is not responsible for and does not provide any representation or warranty with respect to any Ad Inventory's content or the availability, the quality of Ad Inventory that is connected or related to any Service or the amount of any payment to be made or due hereunder. Fyber does not have any obligation to monitor the Ad Inventory content and is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Ad Inventory content. WHILE FYBER IS UNDER NO OBLIGATION TO DO SO, WITHOUT LIMITING ANY OTHER TERMS OF THIS AGREEMENT, FYBER RESERVES THE RIGHT TO REMOVE ANY AD CONTENT, AND SUSPEND PROVISION OF ITS SERVICE TO DEMAND PARTNER WITHOUT NOTICE IN THE EVENT THAT ANY AD CONTENT IS PROVIDED IN VIOLATION OF THIS AGREEMENT.

7.4. Mediation Disclaimers**.** In the case that Demand Partner uses the Fyber Mediation Service, the following shall apply: Fyber is not a party to advertising contracts and other legal relationships between Supply Partners and Demand Partner. Fyber merely offers the Service on an "AS-IS" and "AS-AVAILABLE" basis. Fyber does not assume any responsibility and is not subject to any liability regarding Demand Partner's relationships with Supply Parties, including under any advertising agreement to which Fyber is not a party.

8. Indemnification

8.1. By Demand Partner. Demand Partner (for purposes of this Section 8.1, the "**Indemnifying Party**"), shall indemnify, defend and hold harmless Fyber, and its directors, officers and employees, and its Affiliates and suppliers and their directors, officers and employees (collectively, the "**Fyber Indemnified Parties**") against any liability, damage, loss or expense, fines, penalties and interests (including reasonable attorneys' fees and costs) incurred by the Fyber Indemnified Parties as a result of any third-party claim, suit or other proceeding (collectively, **"Claims"**) brought or made against any of the Fyber Indemnified Parties alleging (a) that any Ad provided by or through Demand Partner to the Service infringes any Intellectual Property Right of any third party or is otherwise illegal; and/or (b) a breach by Demand Partner of any of its representations or warranties under Section 4 of this MSA.

8.2. By Fyber. Fyber (for the purpose of this Section 8.2 the "**Indemnifying Party**"), shall indemnify, defend and hold harmless Demand Partner, and its directors, officers and employees, and its Affiliates and their directors, officers and employees (collectively, the "**Demand Partner Indemnified Parties**" and together with the Fyber Indemnified Parties, each shall be referred to hereunder as an "**Indemnified Party"**) against any liability, damage, loss or expense, fines, penalties and interests (including reasonable attorneys' fees and costs) incurred by the Demand Partner Indemnified Parties as a result of any Claims alleging (a) that the Service as provided by Fyber to Demand Partner under the Agreement infringes any Intellectual Property Right of any third party or is otherwise illegal; and/or (b) a breach by Fyber of any of its representations or warranties under Section 4 of this MSA. In the event of any such threatened or actual Claim, in addition to its indemnification obligations herein, Fyber will have the right, in its discretion, to either (i) replace or modify the infringing or allegedly infringing

components of the Service, or (ii) immediately terminate this Agreement upon written notice to Demand Partner.

8.3. Indemnification Process and Conditions: The Indemnified Party shall: (a) give the Indemnifying Party prompt written notice of the relevant Claim; (b) provide the Indemnifying Party, at the Indemnifying Party's expense, with reasonable information, assistance and cooperation in the defense of such Claim; and (c) give the Indemnifying Party the right to control the defense and settlement of any such Claim, except that the Indemnifying Party will not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval, which shall not be unreasonably withheld or delayed, and provided further that the Indemnified Party shall not be required to allow the Indemnifying Party to assume the control of the defense of a Claim to the extent that the Indemnified Party determines (i) any relief other than monetary damages is sought against the Indemnified Party, (ii) there may be a conflict of interest between the Indemnifying Party and Indemnified Party in the conduct of the defense, or (iii) settlement of, or an adverse judgment with respect to, such claim could reasonably be expected to establish a precedential custom or practice materially adverse to the continuing business interests of the Indemnified Party, and in such events the costs of defense will be considered "Claims" as defined above. The Indemnified Party will have the right to participate in the defense of such Claim with counsel of its choice at its own expense.

9. Confidentiality

9.1. Confidentiality. Except as provided herein, neither Party shall disclose Confidential Information of the other Party, including, but not limited, to the terms or conditions of the Agreement (which shall be deemed the Confidential Information of each Party), to any Third Party, except as permitted by the Agreement. Notwithstanding anything to the contrary stated in the Agreement, Fyber may communicate the general nature of the Agreement and identify or announce Demand Partner as a customer of Fyber to Third Parties by name and logo, including in communications to existing and potential customers.

9.2. Handling Confidential Information. The receiving Party of any Confidential Information from the disclosing Party will use the same degree of care to protect the disclosing Party's Confidential Information as it uses for its own Confidential Information of similar nature, but in no event less than a reasonable degree of care, and will use such Confidential Information only for the purpose of exercising its rights or fulfilling its obligations under this Agreement. The receiving Party will promptly return or destroy the disclosing Party's Confidential Information upon request of the disclosing Party or upon termination of this Agreement (whichever occurs earlier), provided that the receiving Party shall have the right to retain a copy of the Confidential Information if and to the extent required (i) by applicable mandatory law for the required record retention period, or (ii) for the enforcement of any claims against the other Party that may arise under this Agreement until such claims become time-barred. In this event, the receiving Party shall return, destroy, or delete (as applicable) such copy upon the expiration of the applicable record retention or limitation period. Except as otherwise provided for in the Agreement, the receiving Party shall not disclose any Confidential Information to any person or entity other than to its employees, professional advisors and auditors and its Affiliates and their employees, professional advisors and auditors who have a strict business need to access such Confidential Information and who are bound by non-disclosure obligations as restrictive as the confidentiality obligations in the Agreement regarding the protection, use, and confidentiality of such Confidential Information.

9.3. Confidentiality Exception. Notwithstanding the obligations set forth in Section 9.1, each Party may disclose the other Party's Confidential Information to the extent that such disclosure is required pursuant to a duly authorized subpoena, court order, or government authority order, provided that the receiving Party shall (where reasonably practicable and without breaching statutory or regulatory requirements) provide prompt written notice to the disclosing Party prior to such disclosure, so that the disclosing Party may seek a protective order or other appropriate remedy.

9.4. Injunctive Relief. The Parties acknowledge that any breach of a Party's obligations arising under this Section 9 may give rise to irreparable harm to the other Party and that such breach may be inadequately compensable in monetary compensation. Accordingly, either Party may seek and obtain injunctive relief or other equitable remedies against such breach or threatened breach, in addition to any other legal remedies that may be available. The Parties acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests of the owners of the Confidential Information and are reasonable in scope and content.

10. Term & Termination

10.1. Term. The Agreement will enter into effect either upon (i) Fyber accepting Demand Partner's Account registration, where applicable (whereby such registration includes the acceptance of the Agreement by Demand Partner; or (ii) the signing of a Service Order between the Parties, which shall incorporate this MSA (the "**Effective Date**"). The Agreement shall continue in force thereafter, until terminated as provided herein (the "**Term**").

10.2. Termination for Convenience. Unless otherwise agreed in the applicable Service Order, either Party may terminate the Agreement at any time for any reason and without liability upon thirty (30) days prior written notice of termination (email shall suffice) to the other Party.

10.3. Termination for Cause. Fyber may suspend Demand Partner's access to and use of all or any part of the Service immediately, with or without notice, if Fyber believes in good faith that Demand Partner materially breached any part of this Agreement. Fyber may terminate this Agreement (a) for any curable breach, if Demand Partner fails to cure such breach within five (5) business days after receiving written (email sufficing) notice of such breach; and (b) for any incurable breach, immediately upon written (email sufficing) notice to Demand Partner. Demand Partner may terminate the Agreement for cause with immediate effect upon written notice to Fyber if Fyber is in breach of one of its material obligations under the Agreement, provided that Fyber has not cured such breach within five (5) business days after receipt of a written (email suffices) notice of the breach from Demand Partner.

10.4. Effect of Termination. Upon termination of this Agreement, all rights and licenses granted to Demand Partner under the Agreement shall immediately terminate and Demand Partner will promptly pay to Fyber any amounts due under the Agreement. Demand Partner shall discontinue all access to and use of the Service and shall have no rights in or to any Account data, which shall, as between Demand Partner and Fyber, be the exclusive property of Fyber and must be deleted by Demand Partner after settling any open amounts payable to Fyber. Termination of the Agreement will not release the Parties of any obligation accruing prior to such termination or amounts due to Fyber for Ads delivered up to the termination date.

10.5. Surviving Provisions. The rights and duties of the Parties under Sections 3.5 to 3.8, 5, 7, 8, 9, 10.4, 10.5 and 11 of this MSA will survive the termination of the Agreement.

11. Miscellaneous

11.1. Entire Agreement; Amendment; Severability. The Agreement supersedes all previous agreements between the Parties relating to the subject matter hereof. No provision of the Agreement will be deemed amended by either Party, unless such amendment or modification is made in writing and signed by both Parties. If any provision of the Agreement is found by a competent authority to be unenforceable or invalid under the applicable law, the enforceability and validity of the remaining provisions will not be affected. Such provision will be interpreted and enforced to best accomplish the objectives of the Parties within the limits of applicable law, including applicable court decisions.

11.2. No Waiver. Fyber's failure to act with respect to a breach by Demand Partner does not waive Fyber's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by Fyber under the Agreement shall be deemed effective unless delivered in writing and signed by a duly appointed representative of Fyber.

11.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or another similar format and will be deemed original.

11.4. Assignment. Demand Partner will not assign or otherwise transfer this Agreement or any right or interest thereunder to any Third Party without the prior written consent of Fyber, except if such assignment occurs (a) pursuant to a merger or a sale of all or substantially all its assets or capital stock; or (b) to any successor or assignee of all or substantially all its business. Subject to the foregoing terms and restriction on assignments, the Agreement will be fully binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Except as permitted by the foregoing, any attempted assignment, delegation or other transfer will be null, void and of no effect. Notwithstanding anything in this section to the contrary, Fyber may assign or otherwise transfer this Agreement without consent.

11.5. Force Majeure. Neither Party will be liable to the other Party for failure or delay in performing its obligations due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or degradation or failure of third-party networks or communications infrastructure.

11.6. Marketing. Demand Partner agrees that Fyber may identify Demand Partner, including by using Demand Partner’s name(s) and logo(s), as a customer of Fyber, including in Fyber’s website(s), newsletters, case studies, emails or promotional posts in social media; in the event that Demand Partner wishes to be excluded from a specific promotion/publication of Fyber, Demand Partner may notify Fyber in writing and Fyber will cease using Demand Partner’s name(s) and logo(s) in such publication, on a going-forward basis, provided that Fyber will not be required to cease such use in any printed material that has already been printed or ordered. Unless otherwise agreed by the Parties, Demand Partner will not be entitled to any compensation as a result of any such publication.

11.7. Arbitration. The Parties agree to arbitrate any dispute arising out of or relating to this Agreement or any Service, except that the arbitration provision does not prevent a Party from seeking equitable relief relating to unlawful use of Intellectual Property Rights from a court of competent jurisdiction. THE PARTIES AGREE THAT THIS ARBITRATION PROVISION PREVENTS SUITS IN COURT OR A JURY TRIAL. Fyber and Demand Partner agree: (a) to notify each other, in writing, of any dispute

within thirty (30) days of when it arises; (b) to attempt informal resolution prior to any demand for arbitration; (c) that any arbitration will occur in New York County, New York State, USA; and (d) that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of JAMS. The state or federal courts in New York County, New York State, have exclusive jurisdiction over any appeals of an arbitration award. Other than with respect to class procedures and remedies as discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the Parties will be governed by this Agreement and the laws of the State of New York and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, THE PARTIES WILL NOT COMMENCE AGAINST THE OTHER OR PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

11.8. Governing Law and Jurisdiction; Local Addenda. Unless otherwise stated in Sections 11.8.1 to 11.8.3 or otherwise agreed to by the Parties, this Agreement is governed by the laws of the State of New York, USA, excluding its conflict of laws principles, and the laws of the United States (including the Federal Arbitration Act). To the extent the arbitration provision in Section 11.7 does not apply, Demand Partner and Fyber agree that the courts located in New York County, New York State, USA shall have exclusive jurisdiction over any dispute between the Parties arising out of or relating to this Agreement, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

11.8.1. Germany. If Demand Partner has its Seat in the Federal Republic of Germany, the following shall apply:

(a) The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regards to their conflict of laws rules. To the extent the arbitration provision in Section 11.7 does not apply, Demand Partner and Fyber agree that the courts located in Berlin, Germany shall have exclusive jurisdiction over any dispute between the Parties arising out of or relating to the Agreement, or any non-contractual obligations arising out of or in connection with it, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

(b) The terms and conditions of the Local Addendum to the Master Service Agreement for Demand Partners – Germany in Appendix C shall be effective as an integral part of the Agreement and shall replace and supersede any conflicting provisions, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms thereof.

11.8.2. Europe. If Demand Partner has its Seat in the European Economic Area (other than the Federal Republic of Germany) or otherwise within Europe (including Armenia, Cyprus, Greenland, and the entire territory of Azerbaijan, Georgia, Kazakhstan, Russia, and Turkey), the following shall apply:

(a) The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales, without regards to its conflict of laws rules. To the extent the arbitration provision in Section 11.7 does not apply, Demand Partner and Fyber agree that the courts in England shall have exclusive jurisdiction over any dispute between the Parties arising out of or relating to the Agreement, or any non-contractual obligations arising out of or in connection with it, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

(b) The terms and conditions of the Local Addendum to the Master Service Agreement for Demand Partners – Europe in Appendix C shall be effective as an integral part of the Agreement and shall replace and supersede any conflicting provisions, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms thereof.

11.8.3. Asia. If Demand Partner has its Seat in Mainland China, Hong Kong, Macau, Taiwan, Indonesia or Singapore the following shall apply:

(a) The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, Hong Kong law, without regards to its conflict of laws rules.

(b) The terms and conditions of the Local Addendum to the Master Service Agreement for Demand Partners – Asia in Appendix C shall be effective as an integral part of the Agreement and shall replace and supersede any conflicting provisions, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms thereof.

11.9. Independent Contractors. The Parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create any agency, partnership or joint-venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other, nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

11.10. Third-Party Beneficiaries. It is not the intention of this Agreement to create any Third-Party beneficiary rights in any Third-Party individual or entity that is not a party to this Agreement and no such rights will be deemed to have been created.

11.11. Notice**.** Unless otherwise agreed herein, notices must be in writing and will be deemed given when (a) delivered personally, (b) delivered by recognized overnight courier (established by written verification of personal, certified or registered delivery from a courier or the postal service), (c) sent by fax (established by a transmission report), or (d) sent by email to the recipient at the most up-to-date email address provided by the other Party, provided that (i) the sending Party can confirm that the email was apparently sent successfully according to its ordinary technical records and that the Party did not receive an error notice and (ii) the email includes in the subject line “LEGAL NOTICE”. If sent by email from Demand Partner to Fyber, the following address must be copied: legal@fyber.com. Notices to a Party shall be sent to the postal and electronic mail addresses set forth in this Agreement, or such different address as a Party may designate in writing to the other Party during the Term from time to time.

Appendix A
Definitions

"**Ad**" means promotional content and creatives, including text, graphics, video or rich media provided by Demand Partner to Fyber or to the Service for placement on the Ad Inventory via the Service, and any landing page of such promotional content and creatives.

"**Account**" means an online, password-protected account provided by Fyber or third party on behalf of Fyber allowing Demand Partner to access and use the Service in accordance with the Agreement.

"**Ad Impression**" means when an Ad is fetched from its source and is countable.

"**Ad Inventory**" means the Ad space(s) made available via the Service for sale by a Supply Partner on its Property for the placement of Ads.

"**Affiliates**" means, with respect to a Party, all entities which, directly or indirectly, control, are being controlled by, or are under common control with such Party.

"**Bid**" means the price offer for a specific Ad Impression and an Ad sent by Demand Partner via the Service in response to a Bid Request of a Supply Partner.

"**Bid Request"** means an electronic request or notification for an Ad, sent or made available through the Service by Fyber, and any parameter or information transmitted and/or sent by Supply Partner to Fyber in connection with the Property and its Users.

"**Confidential Information**" means any proprietary, confidential and/or trade secret information of disclosing Party and/or its Affiliates and/or others possessed by disclosing Party, whether furnished before or after the Effective Date of Demand Partner's consent to this Agreement, regardless of the way it is furnished. Such information includes, without limitation, the following: (a) any information, artwork, designs, ideas, concepts, know-how, data, products, services, processes, techniques, drawings, programs, code, inventions, computer program, formulae or test data, work in progress, engineering, manufacturing, marketing, financial, sales, suppliers, customers, investors and/or business information, whether in oral, written, graphic, or electronic form; (b) any document, diagram, drawing, computer program and/or code or other communication; and/or (c) the conditions of this Agreement. Any information disclosed by the disclosing Party whether it is conspicuously marked "confidential", is known or if it should have been reasonably known by the receiving Party to be confidential in nature, shall be considered as Confidential Information. For purposes of this Agreement, Confidential Information shall not include any information that: (a) is, or subsequently becomes, publicly available without receiving Party's breach of any obligation owed to disclosing Party; (b) became known to receiving Party prior to disclosing Party's disclosure of such information to receiving Party; (c) became known to receiving Party from a source other than disclosing Party by means other than by a breach of an obligation of confidentiality owed to disclosing Party; or (d) is independently developed by receiving Party without the use of any of disclosing Party's Confidential Information. If a portion or aspect of the Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all the provisions of this Agreement.

"**Demand Partner Data**" means: (i) all data Demand Partner submits to Fyber in a Bid for a single Ad Impression, including the Ad's content, and (ii) all data Demand Partners

collects following the purchase of such impression (i.e. post Bid-win) by using its own technology independently of Fyber, excluding the Bid Request.

“**Engagement Data**” means information regarding User’s engagement with an Ad including any linkable pages thereto per User’ session.

"**Fraud**" includes, among others and without limitations, (a) any action taken by any person that is intended to inflate, either directly or indirectly, the payment due to a Supply Partner by Fyber; and/or (b) the generation of User activities by a mechanism not approved or acceptable by Fyber, including but not limited to (i) the use of unsolicited email (SPAM) to promote Supply Partner Properties; (ii) applying automatic redirecting of Users, blind text, or misleading links, forced and/or artificial clicks, bots, or any other automatic process or method that generates a User activity without a conscious and willful action of a User; (iii) creating fake impressions, clicks, views, or installs generated by a person, a robot, an automated program, or any equivalent or similar mechanism having an equivalent or similar effect; (iv) operation of or linking to Ad Inventory on Property that display no content for the sole purpose of generating User Activities; (v) implementation of 1x1 pixels to deliver invisible advertisement; or (vi) impersonating or misappropriating the identity of a Supply Partner and/or any other Third Party.

"**Fyber API**" means Fyber's application programming interface that specifies patterns of interaction between certain software components.

"**Intellectual Property Rights**" means any patent, copyright, neighboring right to copyright, including database right, right to trademarks, right to trade and business secrets, right to trade dresses, right to domain names, right to mask works, right to moral rights of authors of copyright protected works, right to publicity, right to privacy, and any other personal right, right of attribution, or integrity, or any other intellectual or industrial property right anywhere in the world, whether under statutory law, common law, or otherwise.

"**Prohibited Content**" means any content or other material that (a) violates any applicable law or regulation, including the criminal code, data protection, consumer law and youth protection provisions, or infringes any Third Party rights, including any Third Party Intellectual Property Rights; (b) is obscene, sexually explicit or defamatory, or related to sex trafficking; (c) contains depictions of violence or is threatening or harassing; (d) contains viruses, spyware, adware, pirated software, digital rights protection circumvention or hacking tools, spamming tools or any other harmful code or activity that could, in an impermissible manner, access or use, impair or injure any data, devices, computer systems, or software; (e) is false, misleading or deceptive; (f) includes references to gambling, alcohol, tobacco, drugs, or firearms, including without limitation ammunitions, fireworks and explosives; (g) endorses or encourages violence, hatred, revenge, racism, sexism, victimization, or discrimination of any kind; (h) results in consumer fraud, product liability, or breach of contract to which Demand Partner is a party, or causes injury to any Third Party; or (i) promotes any products and services that fall within any of the foregoing categories (a) to (h), or promotes any company, organization, person or brand that engages in or is associated with any of the conduct described in the foregoing categories (a) to (h).

"**Property**" means any website or an application, including a mobile application or a mobile website, owned, controlled and/or developed by a Supply Partner.

"**Seat**" means the place where the management of Demand Partner is based, as provided in the Service Order under the Demand Partner Information section.

"**Supply Partners**" means Third Parties that have entered a contract with Fyber to sell Ad Inventory via the Service to certain Demand Partners to enable them to serve Ads on that

Property. Such Supply Partners may be publishers, ad networks and supply side platforms (SSPs).

"**Third Party**" means any natural person or legal entity other than a Party or authorized agent of a Party.

“User” means a human end-user accessing a Property.

APPENDIX B:

Privacy and Information Security Agreement

This privacy and information security agreement ("**PISA**") forms part of the Agreement entered between Demand Partner and Fyber for the purchasing of ads inventory and serving of advertisement via Fyber's Services ("**Agreement**").
In case of any conflict between a provision of the PISA and the Agreement, the provision of the PISA shall prevail.
All capitalized terms not defined herein will have the meaning set forth in the Agreement.
Fyber's provision of the Services to Demand Partner entails the transmission and processing of data retrieved, sent and received by and from Fyber's Users, clients and other third parties ("**Data**"). Certain transmitted Data may constitute Personal Information, as this term is referred to under applicable Data Protection Legislation. Therefore, the parties agree to comply with the following provisions.

1. **Definitions.**

   1.1. "**Data Protection Legislation**" means data protection and privacy laws, rules and regulations applicable to Demand Partner in relation to the processing of Personal Information under or in relation to the Agreement.

   1.2. "**Individual**" means a natural person to whom Personal Information relates, also referred to as "Data Subject" pursuant to EU data protection laws and regulations.

   1.3. "**Personal Information**" means data about an identified or identifiable Individual, also referred to as "Personal Data" pursuant to EU data protection laws and regulations

   1.4. "**Process**" or "**Processing**" means any operation or set of operations which is or are performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

   1.5. "**Privacy Shield Principles**" mean the Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016, as may be amended, superseded or replaced.

   1.6. "**Services**" – Company's proprietary technology for enabling and optimizing publishers and advertisers' ability to sale and purchase advertising space inventory on certain mobile applications and mobile/desktop websites, including via programmatic auction (if applicable).

2. **Roles**. For the purposes of this PISA and the Agreement, the parties agree and acknowledge that Company provides the Services to its customers, including to Demand Partner and that Demand Partner uses the Services on behalf of Demand Partner's customers, or on Demand Partner's own behalf.

3. **Compliance with Laws**. Each party undertakes to comply with applicable Data Protection Legislation, including, but not limited, to exercising Individuals' rights, conducting impact assessments, taking commercially reasonable efforts to prevent and manage appropriately data breaches, maintaining confidentiality, recording processing activities, limiting the processing to permitted purposes, maintaining the ability to demonstrate compliance with the applicable Data Protection Legislation, implementing appropriate data retention and destruction procedures and adhering to data transfer requirements, including, where applicable, complying with the principles of the Privacy Shield Principles.

4. **Demand Partner's Processing.** Demand Partner will use the Services and process any Personal Information received by, from or through the Services for the sole purpose of placing

bids via the Services and may retain such Data only as necessary to fulfill its obligations under the Agreement. Any use, disclosure, transfer or other processing of Data without Company's prior written permission or as permissive under the Agreement, including by way of permitting access to, use by, or any other processing by Demand Partner's affiliates, agents, vendors, customers, partners and other third parties, is strictly prohibited.

5. **Fyber's Processing.** Fyber will process Data in compliance with applicable Data Protection Legislation, to provide the Services, including but not limited to for fraud prevention, bot detection, quality rating, analytics, enhancements, optimization, viewability, geo location services, ad security, ad verification services, and service misuse prevention. Where applicable, Fyber may process Data in anonymized and aggregated forms.

6. **Limitation of Access.** Each party will ensure that such party's access to Data is limited to those personnel who require such access only as necessary to fulfill such party's obligation under the Agreement.

7. **Demand Partner Personnel**. Demand Partner will ensure that Demand Partner's access to the Data is limited only to those personnel who require such access to perform the Agreement. Demand Partner will impose appropriate contractual obligations upon its personnel engaged in the Processing of Data including relevant obligations regarding confidentiality, data protection and data security. Demand Partner will ensure that its personnel engaged in the Processing of the Data are informed of the confidential nature of the Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements.

8. **Information Security.** Each party will maintain appropriate administrative, physical, organizational and technical safeguards aimed at maintaining an appropriate level of security, confidentiality and integrity of the Data, in accordance with official guidelines as provided by the competent authorities and good industry practice. Each party undertakes to regularly monitor compliance with these safeguards and will not materially decrease the overall security controls during the term of this PISA.

9. **Breach Prevention and Remediation.** Each party will maintain security incident management policies and procedures and will, to the extent required by applicable Data Protection Legislation, provide appropriate notices of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Personal Information, by such party or by any third party acting on such party's behalf, of which the party becomes aware of. To the extent that the security incident occurred on the information systems of a party, or on the information systems of any third party acting on such party's behalf, such party will make all reasonable efforts to identify and remediate the cause of the incident.

10. **Privacy Policy**. Fyber publishes its privacy practices at: http://www.fyber.com/legal/privacy-policy/ or at any other or additional location, as may be updated from time to time. Demand Partner undertakes to avoid and to have Demand Partner's affiliates, agents, customers, partners and any other third party acting on Demand Partner's behalf, avoid any act or omission that would violate Fyber's privacy policy.

11. **Assistance**. Demand Partner will provide Fyber all necessary assistance, in connection with any inquiries received from competent authorities and Fyber's clients, users or any entitled third party, and in connection with fulfilling of Fyber's obligations under applicable Data Protection Legislation.

12. **Audit**. Demand Partner will make available all information necessary to demonstrate Demand Partner's compliance with this PISA and will permit and contribute to any data audits reasonably required by Fyber upon Fyber's prior written request and advanced notice.

13. **Retention and Destruction**. To the extent that Fyber grants Demand Partner a right to extract, download or otherwise make copies of the bid requests or any Data included therein or related thereof, then Demand Partner may retain such bid request or Data for not more than 30 days upon receiving the bid request or the Data. Upon Company's written request, Demand Partner

will return all the Data and the copies thereof to Company or will destroy all the Data and certify in writing to the Company that it has done so.

14. **Term.** This PISA will commence upon the execution hereof and will continue until the later of: (i) the expiration or termination of the Agreement, pursuant to the terms therein, or (ii) As long as Demand Partner has possession of Data received by, from or through the Services. Fyber may terminate this PISA and the Agreement, by a written notice to Demand Partner with immediate effect, if Demand Partner breaches any of the provisions under this PISA, without limiting Fyber's rights and remedies under the Agreement and the applicable law.

15. **Compliance.** Each party is responsible to make sure that all relevant personnel of such party adhere to this PISA.

16. **Miscellaneous.**

Any alteration or modification of this PISA is not valid unless made in writing and executed by duly authorized personnel of both parties.

Invalidation of one or more of the provisions under PISA will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objectives.

Demand Partner acknowledges that Fyber may disclose this PISA and any relevant privacy provisions in the Agreement to any supervisory authority, regulator or other competent authority, to the extent required under the applicable law. Such disclosure will not constitute a breach of Fyber's confidentiality obligation under the Agreement.

Appendix C

Local Addenda to the Master Service Agreement for Demand Partners

Local Addendum – Germany

This Local Addendum to the Master Service Agreement for Demand Partners ("**Addendum**") shall only become effective as an integral part of the Agreement between Fyber and Demand Partner (i) to the extent the Parties explicitly agree upon its applicability in the applicable Service Order or (ii) if Demand Partner has its Seat in the Federal Republic of Germany, as stated in Section 11.8.1 of the MSA. In either case the provisions of this Addendum shall replace and supersede any conflicting provisions in the remaining Agreement, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms of this Addendum.

Capitalized terms used in this Addendum will have the meaning ascribed to them in the MSA unless otherwise defined herein.

1. Interpretation of "Warranty"

For the avoidance of doubt, the Parties agree that the words "to represent/representation", "to warrant/warranty" shall be understood as referring to an ordinary German law contractual representation (*Zusicherung*) and not to a German law guarantee with strict liability (*Garantie*).

2. Tax and VAT

Any legally owed German VAT for services supplied by Demand Partner in Germany shall be added to the due amounts in the respective statutory amount.

3. Late Payment

Section 5.4 of the MSA shall be deleted and replaced with the following:

"5.4 Late Payment. Without prejudice to any other rights Fyber may have in case of late payment under applicable law, any undisputed late payment shall bear interest at an annual rate of 9 percentage points above the then-current ECB rate, such interest beginning thirty (30) days after the receipt of the respective invoice by Demand Partner and ending on payment date."

4. Disclaimers; Limitation of Liability

4.1 Section 7.1 of the MSA shall be deleted and replaced with the following:

"7.1 Quality; Availability of Service(s).

7.1.1 Fyber provides the Service(s) in accordance with the recognized state of the art and the care of a prudent service provider.

7.1.2 If Fyber cannot supply the Service(s) to Demand Partner for reasons beyond the control of Fyber ("**Non-availability of Service**"), Fyber will inform Demand Partner without undue delay, at the same time indicating – if possible – when Fyber will be able to continue the supply of the Service(s). If the Non-availability of Service has continued for two (2) weeks, Fyber may terminate the Agreement upon written notice to Demand Partner with immediate effect. It is also deemed a case of Non availability of Service within the meaning of the above sentence in case the timely

provision of the Service(s) is prevented through force majeure, i.e., events which cannot be reasonably foreseen and averted by taking reasonable precautions by Fyber, such as war, acts of terrorism, internal unrest, forces of nature, sabotage, and attacks by third parties, strikes in areas for the functioning of which Fyber is not responsible and failure of communications networks or systems of a third party for which Fyber is not responsible (this also applies when such a case of force majeure occurs at one of Fyber's subcontractors or suppliers). Statutory rights of termination of each Party in the case of such Non-availability of Service remain unaffected.

4.2 Section 7.2 of the MSA shall be deleted and replaced with the following:

"7.2 Limitation of Liability.

7.2.1 Subject to Section 7.2.2, Fyber shall be liable for damages and futile expenses caused to or incurred by Demand Partner (collectively the "**Damages**") pursuant to applicable statutory law.

7.2.2 Fyber's liability for Damages of Demand Partner (irrespective of the legal nature of the claim, whether under contract, tort, or otherwise)

(a) caused by (i) a breach of material contractual obligations of Fyber under the Agreement with ordinary negligence (*einfache Fahrlässigkeit*), or (ii) a breach of non-material obligations by employees or vicarious agents of Fyber who are not legal representatives or executive officers (*leitende Angestellte*) of Fyber with gross negligence (*grobe Fahrlässigkeit*), shall be limited to those Damages foreseeable at the time of conclusion of the Agreement that typically arise in transactions of this nature;

(b) caused by a breach of non-material obligations under the Agreement with ordinary negligence shall be excluded; and

(c) caused by a defect of the Service(s) that already existed at the conclusion of the Agreement shall be excluded, provided that such Damages were not caused with negligence or willful intent of Fyber or a person for whose behavior Fyber is vicariously liable.

7.2.3 A material contractual obligation of Fyber according to the meaning of the foregoing Section 7.2.2 is an obligation, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the Agreement in the first place and on which the Demand Partner regularly relies and may rely.

7.2.4 Notwithstanding Section 7.2.2, nothing in the Agreement shall limit Fyber's liability for Damages arising from death or personal injury, from breach of a contractual guarantee as to the quality of goods or services or, in case of any other liability pursuant to applicable mandatory law, where such liability cannot be excluded or limited by agreement between the Parties in advance (e.g., under sec. 1 of the German Product Liability Act).

7.2.5 The above limitations to liability also apply to the liability of employees, executive officers, legal representatives and vicarious agents of Fyber."

5. Modifications to the MSA

5.1 Fyber reserves the right to change or amend the MSA at any time effective prospectively. Any change or amendment will be notified to Demand Partner in a suitable manner (including but not limited to by email or by display of the notice in the Account) at least four (4) weeks prior to its effective date

5.2 Demand Partner has the right to object to any change or amendment of the MSA within two (2) weeks after the date of the notification of the intended change or amendment. In case of a timely objection, each Party shall be entitled to terminate the Agreement for cause upon notice to the other Party, such termination to become effective upon the date that the intended change or amendment was to take effect. If Demand Partner does not object within two (2) weeks after the date of the notification, the change or amendment shall be deemed accepted by Demand Partner and become an integral part of the Agreement.

5.3 In its notification, Fyber will inform Demand Partner of Demand Partner's right to object within two (2) weeks, each Party's right to terminate the Agreement in case of objection, and the legal consequences of non-objection.

6. Arbitration

Section 11.7 of the MSA shall be deleted and replaced with the following:

"11.7 Arbitration. All disputes between the Parties arising out of or relating to the Agreement, including any non-contractual obligations arising out of or in connection with it, shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Berlin, Germany. The arbitral proceedings shall be held in the English language."

7. Governing Law and Dispute Resolution

7.1 Governing Law. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regards to their conflict of laws rules.

7.2 Jurisdiction. To the extent the arbitration provision in Section 11.7 of the MSA (as modified by Section 6 of this Addendum) does not apply, Demand Partner and Fyber agree that the courts in Berlin, Germany shall have exclusive jurisdiction over any dispute between the Parties arising out of or relating to this Addendum, the Agreement, or any non-contractual obligations arising out of or in connection with them, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

Local Addendum – Europe

This Local Addendum to the Master Service Agreement for Demand Partners ("**Addendum**") shall only become effective as an integral part of the Agreement between Fyber and Demand Partner (i) to the extent the Parties explicitly agree upon its applicability in the applicable Service Order or (ii) if Demand Partner has its Seat in European Economic Area (other than the Federal Republic of Germany) or otherwise within Europe (including Armenia, Cyprus, Greenland, and the entire territory of Azerbaijan, Georgia, Kazakhstan, Russia, and Turkey), as stated in Section 11.8.2 of the MSA. In either case the provisions of this Addendum shall replace and supersede any conflicting provisions in the remaining Agreement, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms of this Addendum.

Capitalized terms used in this Addendum will have the meaning ascribed to them in the MSA unless otherwise defined herein.

8. Disclaimers; Limitation of Liability

7.1 Section 7.1 of the MSA shall be deleted and replaced with the following:

"7.1 Service Disclaimer. Except as otherwise expressly provided in the Agreement and except for any implied warranties or conditions or terms that cannot be excluded as a matter of law, Fyber does not make any representations, covenants, conditions or warranties to the Demand Partner, whether express or implied, including warranties of title or implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or malware-free or uninterrupted operation."

7.2 Section 7.2 of the MSA shall be deleted and replaced with the following:

"7.2 Limitation of Liability.

7.2.1 Neither Party excludes or limits its liability to the other Party pursuant to the indemnities detailed in Section 8 or in respect of (i) death or personal injury arising as a result of a Party's negligence or that of its employees, agents or sub-contractors (as applicable), (ii) fraudulent misrepresentation by Fyber, or (iii) any other liability that cannot be excluded or limited as a matter of law.

7.2.2 In respect of losses not covered by Section 7.2.1 and subject to Section 7.2.3, to the extent permitted by law, each Party's aggregate liability to the other Party, whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty, contribution or otherwise pursuant to this Agreement in respect of all claims, losses, or damages suffered by the non-liable Party, shall not exceed an amount equal to €2,500.

7.2.3 To the extent permitted by law, Fyber shall not be liable to the Demand Partner for the following loss and damage (including costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence), breach of statutory duty, contribution or otherwise:

a. indirect loss, incidental loss, collateral loss or consequential loss;
b. exemplary, punitive or special damages;
c. lost revenue, profits, contracts or business;
d. lost anticipated savings;
e. lost goodwill or reputation;

f. loss of or damages to, and restitution of, records or data; and/or
g. lost management time,

even if Demand Partner has been advised of the possibility of such damages or loss. Fyber shall be excused from the performance of, and shall not be held liable for, any failure or delay in performing any of its obligations under the Agreement to the extent that such non-performance or delay is caused by any acts and omissions of Demand Partner or any party acting for or on behalf of Demand Partner."

9. Rights of Third Parties

Section 11.8 of the MSA shall be deleted and replaced with the following:

"11.8 No Third Party Rights. It is not the intention of this Agreement to create any third-party beneficiary rights in any third-party individual or entity that is not a party to this Agreement, and no such rights will be deemed to have been created.

11.8.1 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Agreement. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.

11.8.2 The right of the Parties to terminate, rescind or agree any variation, waiver or settlement relating to the Agreement is not subject to the consent of any person that is not a party to the Agreement."

10. Governing Law and Dispute Resolution

9.1 Governing Law. This Addendum, the Agreement, and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and Wales, without regards to their conflict of laws rules.

9.2 Jurisdiction. To the extent the arbitration provision in Section 11.7 of the MSA does not apply, Demand Partner and Fyber agree that the courts in England shall have exclusive jurisdiction over any dispute between the Parties arising out of or relating to this Addendum, the Agreement, or any non-contractual obligations arising out of or in connection with them, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

Local Addendum – Asia

This Local Addendum to the Master Service Agreement for Demand Partners ("**Addendum**") shall only become effective as an integral part of the Agreement between Fyber and Demand Partner (i) to the extent the Parties explicitly agree upon its applicability in the applicable Service Order or (ii) if Demand Partner has its Seat in Mainland China, Hong Kong, Macau, Taiwan, Indonesia or Singapore as stated in Section 11.8.3 of the MSA. In either case the provisions of this Addendum shall replace and supersede any conflicting provisions in the remaining Agreement, except for conflicting terms individually agreed upon between the Parties in the applicable Service Order, which shall take precedence over the terms of this Addendum.

Capitalized terms used in this Addendum will have the meaning ascribed to them the MSA unless otherwise defined herein.

1. Arbitration

Section 11.7 of the MSA shall be deleted and replaced with the following:

"11.7 Arbitration. Any dispute, controversy or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration rules in force when the a Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English. The arbitral award made by HKIAC shall be final and binding upon the Parties.

The arbitration tribunal shall consist of three (3) arbitrators. The claimant shall select one arbitrator, and the respondent shall select one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be jointly appointed by the claimant and the respondent. If either the claimant or the respondent fails to select an arbitrator or the Parties fail to agree on the choice of the third arbitrator, HKIAC shall make the appointment on their behalf.

Notwithstanding this Section 11.7, any Party may apply for a preservation order or seek other interim relief in any court of competent jurisdiction."

2. Rights of Third Parties

Section 11.10 of the MSA shall be deleted and replaced with the following:

"11.10 No Third Party Rights. It is not the intention of this Agreement to create any third-party beneficiary rights in any third-party individual or entity that is not a party to this Agreement, and no such rights will be deemed to have been created. The terms of the Agreement shall not be enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 632 of the laws of Hong Kong) by any person other than the parties stated in the Agreement. Notwithstanding any term of the Agreement, the consent of any person who is not a party is not required to rescind or vary the Agreement at any time."

3. Governing Law and Dispute Resolution

3.1 Governing Law. This Addendum, the Agreement, and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, Hong Kong law, without regards to its conflict of laws rules.

3.2 Jurisdiction. The second sentence of Section 11.8 of the MSA shall not apply.

APPENDIX D
BUSINESS CREDIT APPLICATION

Name/Address:

Legal Name of Business (Incorporation Name):
DUNS Number:
TAX ID Number:

Company Information:

Type of Business:			In Business Since:	
Legal Form Under Which Business Operates: Corporation ☐ Partnership ☐ Proprietorship ☐				
If Division/Subsidiary, Name of Parent Company:			In Business Since:	
Name of Company Principal Responsible for Business Transactions:			Title:	
Address:	City:	State:	ZIP:	Phone:
Billing Contact:		Payment Terms:		
Billing Email:				

Bank References

Institution Name:	Institution Name:
Checking Account #:	Savings Account #:
Address:	Address:
Phone:	Phone:

Trade References:

[YOUR COMPANY NAME]:	[YOUR COMPANY NAME]:	[YOUR COMPANY NAME]:
Contact Name:	Contact Name:	Contact Name:
Email:	Email:	Email:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I, the undersign, declare that the above information is true, correct and complete and is given to induce the Company to extend credit. I hereby authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. I hereby authorize all trade references, banks and credit reporting agencies to disclose to the Company all information concerning the financial and credit history of my company and myself:
I have read and hereby agree to the terms and conditions stated herein.

Last:	First:	Title:	Signature