

GENERAL TERMS AND CONDITIONS BETWEEN WIDEORBIT INC. AND BUYER

These General Terms and Conditions (these "GTC") form a part of that certain Service Order by and between WideOrbit Inc. ("WideOrbit") and Buyer.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Clause 25 of these GTC.

1. THE PLATFORM

- 1.1 General Description. WO Programmatic Digital (the "Platform") is a proprietary digital platform owned and operated by WideOrbit that connects buyers and sellers of advertising. Buyer may use the Platform to programmatically buy Advertising Slots for the placement of Advertiser Creative.
- 1.2 Platform Services. Details of specific Platform services provided to Buyer under the Agreement are provided in the Service Order and the Documentation.
- 1.3 Platform Security. Buyer acknowledges and agrees that WideOrbit may, in its sole and absolute discretion, take such action as it deems reasonably necessary or advisable to maintain Platform security, health and economic viability (collectively, "Platform Health"), including, without limitation, (a) utilizing third-Party anti-fraud software or services; (b) reviewing one or more Advertising Slots, Avail Requests, Proposals, and bid responses; and (c) reviewing one or more bids, Orders, or Advertiser Creative. Buyer further acknowledges and agrees that WideOrbit reserves the right to conduct such evaluations and request such information from Buyer as WideOrbit deems necessary to maintain Platform Health. If, in WideOrbit's discretion, WideOrbit determines that Platform Health may be negatively impacted, then Buyer acknowledges and agrees that WideOrbit has the right to remove from the Platform (i) any of Buyer's bids, Orders, and Advertiser Creative, and/or (ii) Buyer.
- 1.4 Platform Maintenance. Buyer understands that WideOrbit does not guarantee that the Platform will be available at particular times or for any certain uptime commitment, and further acknowledges and agrees that WideOrbit may be required to take the Platform down for routine or emergency maintenance from time to time. Notwithstanding the foregoing, WideOrbit shall use its reasonable commercial efforts to inform Buyer in advance of any planned Platform downtime for routine maintenance, and where possible, emergency maintenance.

2. PAYMENT

- 2.1 Payment Terms. Except as otherwise specified in the Service Order:

- 2.1.1 Buyer shall pay WideOrbit all Undisputed fees within 30 days of the date of invoice.
- 2.1.2 Payment not received within 30 days of date of invoice shall accrue interest at the rate of one and a half percent (1.5%) per month, or the maximum rate allowed under law, whichever is lower, from the date such payment was due until the date paid.
- 2.2 Taxes. WideOrbit shall be entitled to charge to Buyer all customs, duties, VAT, sales and use taxes, and other similar taxes that WideOrbit is required to account for and pay over on receipt of payment from Buyer or which are imposed upon any transaction hereunder.
- 2.3 Payment Delays and Other Adjustments. In the event a Seller alleges (or WideOrbit's internal Traffic Control group otherwise identifies) Invalid Activity by Buyer, WideOrbit and Buyer shall have the following rights and obligations: if WideOrbit reasonably concludes that Buyer has engaged in Invalid Activity, WideOrbit may, in its discretion (i) deactivate all Buyer's bids or Orders (ii) suspend Buyer's access to the Platform (iii) terminate the Agreement with immediate effect on notice or (iv) take any action it deems necessary to deal with the offence (and may do one or more of the foregoing in its discretion).
- 2.4 Currency Restrictions. WideOrbit reserves the right in its discretion to restrict payment currencies to EUR, NOK, GBP, USD, ZAR, PLN, RUB, CZK, HUF, ILS, TRY, SEK and DKK.
- 2.5 Assessment of Charges Payable and Payment Disputes.
- 2.5.1 If there is a discrepancy of more than 5% between WideOrbit and Buyer's Impression counts in a given month, the parties will work together in good faith to resolve such discrepancy. Where such discrepancy is not resolved within thirty days of notice of discrepancy either party may issue a Dispute Notice and thereafter proceed in accordance with the terms of Clause 31.
- 2.5.2 If there is a discrepancy of 5% or less between WideOrbit and Buyer's Impression counts in a given month Buyer agrees that WideOrbit's Impression counts shall prevail and, in the absence of fraud, willful misconduct or gross negligence on the part of WideOrbit, the Buyer hereby waives any right it may have in contract or in law to dispute such calculation.
- 2.5.3 Buyer must raise any disputes regarding an invoice in writing to WideOrbit within thirty (30) days of the date of the applicable invoice. Failure to timely raise an invoice dispute constitutes a complete waiver of any Buyer right to object to payment of such invoice and any such invoices shall be deemed to be Undisputed after such thirty-day period.

- 2.5.4 If Buyer disputes any portion of an invoice, Buyer must pay the Undisputed portion of the invoice and submit written notice of its claim (with sufficient detail of the nature of the claim, the amount and invoice in dispute and all information necessary to properly consider the claim) for the disputed amount. In the event the dispute is not amicably resolved within thirty (30) days of the date of delivery of written notice of its claim, either party may submit a Dispute Notice and the parties shall proceed in accordance with the terms of Clause 31.
- 2.6 Full Disclosure of WideOrbit Fees. Buyer acknowledges, understands and agrees that WideOrbit is entitled to earn fees (which may include revenue sharing, payable commissions, and/or other fees, charges and levies) in respect of providing the Platform and related services. Unless otherwise set forth in the Service Order, Buyer will not be responsible for additional payments to WideOrbit other than the price payable to WideOrbit in respect of a purchased Advertising Slot.
- 2.7 Additional Buyer Payment Obligations.
- 2.7.1 Buyer agrees that it is responsible for (i) providing and maintaining accurate contact and payment information for its account and (ii) for any charges assessed by its bank or payment provider.
- 2.7.2 Buyer shall send all inquiries regarding invoices to: accountspayable@wideorbit.com.
- 2.7.3 If Buyer has registered for VAT, Buyer shall notify WideOrbit immediately if Buyer (i) changes its VAT registration number, (ii) ceases to be VAT registered, or (iii) sells its business, assets or part of its business or assets.

3. PLATFORM ACCESS AND USE

- 3.1 Buyer Right to Access and Use Platform. Subject to and in accordance with the terms and conditions of the Agreement, WideOrbit grants Buyer a limited, non-exclusive, non-sub licensable, non-transferable, non-assignable, revocable right to access and use the Platform during the Term.
- 3.2 Platform Access. The Platform may not be accessed or used by Buyer or Buyer's Users for any purposes other than internal business purposes. Buyer will use only prescribed user interfaces or published Platform APIs specified by WideOrbit. Prescribed user interfaces and Platform APIs are made available to Buyer on written request of WideOrbit.
- 3.3 No Sub-Licensing. The Platform may not be sub-licensed by Buyer.
- 3.4 Compliance with Buyer Platform Use Policy. Buyer represents, warrants, guarantees and covenants that it shall comply with the Buyer Platform Use Policy.

- 3.5 Compliance with Platform Policy. Buyer represents, warrants, guarantees and covenants that it shall comply with the Platform Policy.
- 3.6 Breach of Buyer Platform Use Policy and/or Platform Policy. Buyer agrees that a breach by Buyer of either the Buyer Platform Use Policy and/or the Platform Policy shall constitute a material breach of the Agreement.
- 3.7 DSPQ. Buyer shall be solely responsible for and warrants that the statements set forth in the Pre-Signature DSP Questionnaire (DSPQ) which is incorporated into the Agreement by this reference are true, correct, accurate and complete.
- 3.8 Platform Suspension. WideOrbit reserves the right to suspend Buyer's access to the Platform at any time with immediate effect should WideOrbit believe, in good faith, that Buyer has committed a material breach of the Agreement or if Buyer has failed to pay any amounts to WideOrbit when due.

4. SERVICE OBLIGATIONS

- 4.1 Obligation to Provide Platform. WideOrbit shall provide the Platform as described in Clause 1.1 hereof and otherwise in accordance with the Documentation.
- 4.2 Industry standards. In its provision of the Platform, WideOrbit shall use its reasonable commercial efforts to work to commonly accepted industry standards.
- 4.3 Account management. WideOrbit shall appoint an account manager to the Buyer's account and shall use its reasonable commercial efforts to make the account manager available to the Buyer at reasonable times and on reasonable notice.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 No Assignment of IP. Each Party agrees that nothing contained in the Agreement constitutes or shall be construed to be an assignment or transfer of any Intellectual Property Rights held by the other Party.
- 5.2 WideOrbit Ownership of Platform. All ownership rights, title, and interest in and to the Platform, as such may be modified, upgraded, or enhanced from time to time (together with all Intellectual Property Rights therein or related thereto) shall remain with and belong exclusively to WideOrbit.
- 5.3 Publicity Rights. Buyer expressly grants permission for WideOrbit and its Affiliates to name Buyer as a user of the Platform in their advertising materials and on their websites and press releases, and to use Buyer's trademarks and logos in connection with such advertising materials, websites and press releases.

- 5.4 Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to WideOrbit by Buyer, its Affiliates or any of its or their workers in connection with the Platform shall be collectively deemed to constitute "Feedback," and Buyer hereby grants to WideOrbit a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.
- 5.5 Modifications. WideOrbit shall have sole and complete control over, and reserves the right at any time to make changes or modifications to the features and functionality of the Platform, and shall own any such modifications including all Intellectual Property Rights therein or related thereto.

6. DATA

- 6.1 The Parties acknowledge and agree that in the event that Buyer's access and use of the Platform entails the Processing of Personal Data:
- 6.1.1 each Party will comply with its obligations under Data Protection Law when Processing Personal Data as a Data Controller. In this respect, each Party acknowledges that: (a) WideOrbit will be the Data Controller of any Personal Data contained in WideOrbit Data (if any) and (b) Buyer will be the Data Controller of Buyer Data;
- 6.1.2 in the course of providing the services under the Agreement, WideOrbit will Process Buyer Data as a Data Processor on behalf of Buyer. WideOrbit shall Process the Buyer Data only for the purpose of providing the services under the Agreement, and in accordance with the Agreement and with Buyer's instructions from time to time;
- 6.1.3 WideOrbit shall seek to implement appropriate technical and organizational security measures for the Buyer Data that it Processes. Such measures shall aim to protect the Buyer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing (a "Data Breach");
- 6.1.4 in the event WideOrbit becomes aware of a Data Breach affecting Buyer Data, WideOrbit shall promptly notify Buyer and agree with Buyer (both Parties acting reasonably) what measures and actions are necessary to mitigate or remedy the effects of the Data Breach;
- 6.1.5 if WideOrbit receives any correspondence, enquiry or complaint from a Data Subject, regulator or any other person relating to its Processing of Buyer Data, it will promptly inform Buyer and provide it with details of the same. It will not respond to such correspondence, enquiry or complaint unless authorized by Buyer (not to be

unreasonably withheld or delayed), provided that WideOrbit shall have no obligation to do so on Buyer's behalf;

6.1.6 WideOrbit may Process Buyer Data outside of the European Economic Area ("EEA"). If (a) Processing by WideOrbit (or any third party on its behalf) of Buyer Data outside of the EEA is required for the purposes of the services under the Agreement and (b) Buyer is established in the EEA, WideOrbit will not Process any Buyer Data outside of the EEA unless and until it has taken such measures as are required to ensure adequate protection for that Buyer Data in accordance with Data Protection Law; and

6.1.7 WideOrbit may engage subcontractors to assist it in Processing Buyer Data in the performance of the services under the Agreement. Buyer hereby agrees to any such subcontracting provided that WideOrbit at all times ensures the subcontractor Processes the Buyer Data strictly in accordance with the terms of this Agreement and accepts liability for any breach that may be caused by any such subcontractor.

6.2 Buyer agrees and acknowledges that in its use of the services under the Agreement:

6.2.1 WideOrbit monitors use of the Platform and accesses data (including Buyer Data) in the Platform for the purposes of (i) monitoring auction processes and procedures, (ii) invoicing Buyer and Sellers for amounts due in connection with their use of the Platform, (iii) identifying Invalid Activity (which may involve sharing data with third party anti-fraud and other software providers), (iv) optimization and operation of the Platform, and (v) internal reporting. In making use of the Platform and the data contained therein, Buyer hereby consents to such monitoring and confirms that it has obtained all necessary consents to such monitoring, sharing and accessing of data, including such consents as may be required by Data Protection Law;

6.2.2 notwithstanding anything in the Agreement to the contrary, WideOrbit may use aggregated information and data obtained from monitoring the Platform in the preparation of reports, analytics or case studies and for making improvements or modifications to the Platform and for other lawful business purposes;

6.2.3 notwithstanding any provision of the Agreement to the contrary, upon termination or expiry of this Agreement, WideOrbit may retain data provided by Buyer for legal or compliance purposes and for the other purposes stated in this Agreement for such period as such data is reasonably required to be maintained by WideOrbit;

6.2.4 Buyer shall comply with the Platform Policy and the Buyer Platform Use Policy which are incorporated herein by reference and which

may be amended from time to time by WideOrbit in WideOrbit's sole and absolute discretion.

- 6.3 To the extent that Buyer employs the use of cookies and similar tracking technologies ("Cookies") in its use of the services under the Agreement, Buyer is responsible for maintaining appropriate notice and consent mechanisms as are required by Data Protection Law.

7. INDEMNIFICATION

- 7.1 Buyer Indemnification. Buyer hereby agrees to defend, indemnify and hold harmless WideOrbit and its directors, managers, officers, workers and Affiliates (collectively, the "WideOrbit Indemnified Parties") at its own expense against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential loss, loss of profit, and all interest, penalties and legal costs, and all other professional costs and expenses suffered or incurred by any WideOrbit Indemnified Party (collectively, "Losses") in respect of, in connection with or arising from:

- 7.1.1 any failure by Buyer, Buyer's Users, its workers or agents to comply with any of their obligations under the Data Protection Law;
- 7.1.2 any claim brought by a Data Subject or from any penalty imposed by any competent authority arising from any act or omission by WideOrbit, to the extent that such act or omission results directly from Buyer's instructions or use of the Platform;
- 7.1.3 any breach of the Agreement, including these GTC and any other WideOrbit policy or procedure incorporated herein by reference;
- 7.1.4 any breach of the Platform Policy; and
- 7.1.5 any breach of the Buyer Platform Use Policy.

7.2 WideOrbit Indemnification

- 7.2.1 WideOrbit hereby agrees to defend, indemnify and hold harmless Buyer and its directors, managers, officers, workers and Affiliates (collectively, the "Buyer Indemnified Parties") at its own expense against all Losses in respect of, in connection with or arising from any third party claim brought against Buyer Indemnified Parties alleging that Buyer's use of the Platform in accordance with the Agreement infringes any United States copyright, trademark or trade secret, and WideOrbit shall pay any final judgment awarded against Buyer or WideOrbit approved settlement amounts in such action to the extent that they are attributable to use of the Platform in accordance with the Agreement.
- 7.2.2 WideOrbit shall have no obligation to indemnify Buyer, nor shall WideOrbit have any liability to Buyer to the extent that the claim of infringement is caused by: (i) Buyer's modification or other use of

the Platform in violation of this Agreement; (ii) Buyer's failure to use corrections, updates or enhancements that WideOrbit provided to Buyer; (iii) Buyer's use of Platform in combination with any product or information not developed and provided by or on behalf of WideOrbit, except as authorized in writing by WideOrbit; (iv) Buyer's distribution, marketing or use for the benefit of third parties of Platform; or (v) a modification to Platform as a result of information, direction, specification or materials provided by any party other than WideOrbit.

7.2.3 If the Platform or any portion thereof is, or in WideOrbit's reasonable opinion is likely to be, held or alleged to be infringing, then WideOrbit shall at its option and expense, either: (i) procure the right for Buyer to continue using the Platform; or (ii) replace or modify the Platform with an equivalent functionality so that it becomes non-infringing. If neither of the foregoing alternatives is feasible without undue expense, in WideOrbit's sole discretion, WideOrbit may terminate this Agreement immediately on notice to the Buyer.

7.2.4 The foregoing states the sole liability of WideOrbit and the sole remedy of Buyer in the event of any claim of infringement, violation, or misappropriation of any copyright, trademark or trade secret arising from Buyer's use of the Platform in accordance with this Agreement.

8. DISCLAIMERS

8.1 Disclaimer Acknowledgment. Buyer hereby expressly acknowledges and agrees that:

8.1.1 the Platform and any related products are provided by WideOrbit on an "as is" basis only;

8.1.2 use of the Platform is at Buyer's sole risk;

8.1.3 all warranties of any kind capable of being disclaimed, whether express, implied, statutory, or otherwise, oral or written, including, the implied warranties of merchantability, fitness for a particular purpose and non-infringement, are disclaimed by WideOrbit;

8.1.4 WideOrbit shall not be liable for any harm that may be caused by Buyer's access to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms;

8.1.5 the terms of the Agreement may not be altered due to custom or usage or due to the Parties' course of dealing or course of performance under the Agreement; and

- 8.1.6 notwithstanding any provision of the Agreement to the contrary, WideOrbit shall not be responsible for any act or omission of the Sellers.

9. LIMITATION OF LIABILITY

- 9.1 **WIDEORBIT SHALL NOT BE LIABLE HEREUNDER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST BUSINESS, REVENUE, ANTICIPATED PROFITS, LOSS OF GOODWILL, BUSINESS WORK STOPPAGE, COMPUTER FAILURE, OR LOSS OF DATA OR COMPUTER MALFUNCTION, IN EACH CASE WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT WIDEORBIT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**
- 9.2 **WideOrbit shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages (including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like) that result from: (a) the use of or inability to use the Platform, (b) mistakes, (c) the Platform not meeting Buyer's requirements or expectations, (d) omissions, (e) hardware failures, (f) translations and system wordings, (g) functionality of filters, (h) migration issues, (i) interruptions, (j) deletion of files or directories, (k) unavailability of backups, (l) errors, (m) defects, (n) delays in operation, (o) delays in transmission, or (p) Invalid Activity regardless of whether WideOrbit has been advised of such damages or their possibility.**
- 9.3 **Liability Cap. In no event shall WideOrbit's liability under the Agreement, to expressly include liability under its indemnification obligations, exceed US\$100,000 (one hundred thousand United States' dollars).**
- 9.4 **Exceptions to Limitations. Nothing in the Agreement shall limit a Party's liability where such limitation would be a breach of applicable laws, including applicable laws prohibiting limitations of liability for death or personal injury arising from negligence or for fraud.**
- 9.5 **Time Bar to Claims. Buyer must present any claim for breach of the Agreement by WideOrbit within twelve (12) months of the occurrence of such breach, after which time it is agreed that all such claims shall be time-barred.**

10. CONFIDENTIALITY

- 10.1 **Protection Obligation. Each Party shall use commercially reasonable measures to protect Confidential Information of the other Party and undertakes that it shall not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers**

of the other Party or of that Party's Affiliates, except as permitted by Clause 10.2, during the term of the Agreement and, regardless of the cause of termination, for a period of five (5) years after termination of the Agreement. Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Agreement.

- 10.2 Exceptions. For the period stated in Clause 10.1, neither Party shall disclose to any third party Confidential Information obtained from the other Party unless (i) required to do so by law or pursuant to any order of Court or (ii) prior written consent is received from the disclosing Party or (iii) the Confidential Information enters the public domain other than as a result of a breach by a Party of this Clause 10 or (iv) a Party needs to disclose in order to fulfil its obligations under the Agreement.
- 10.3 Representatives. Each Party may disclose the other Party's Confidential Information to its workers, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement; provided, however, that prior to such disclosure such Party shall procure that anyone to whom Confidential Information is disclosed keeps such Confidential Information confidential to the same extent as the Parties under the Agreement.

11. TERM AND TERMINATION

- 11.1 Term. The Agreement shall enter into force when the Service Order is signed by both Parties, or automatically and immediately by Buyer upon its use of the Platform whichever is the sooner, and shall continue until the expiration or earlier termination of the Agreement (the "Term").
- 11.2 Termination for Convenience. Either Party may terminate the Agreement upon thirty (30) days' prior written notice for any or no reason.
- 11.3 Termination for Cause. Either Party may immediately terminate the Agreement if the other Party commits a material breach of any of the terms of the Agreement and, where capable of remedy, does not cure such material breach within ten (10) days' of notice of breach from the non-breaching Party; provided, however, that WideOrbit reserves the right to terminate the Agreement immediately (without any cure period) in the event that (i) Buyer's use of the Platform results in, or is the subject of, actual or potential legal action or threatened legal action against WideOrbit or any of its Affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit; or (ii) Buyer is found or reasonably suspected to have violated the Platform Policy, including by engaging in Invalid Activity.
- 11.4 Termination on Liquidation. In addition, WideOrbit may immediately terminate the Agreement in the event Buyer enters into liquidation, either

voluntary or compulsory, suffers a Bankruptcy Event or suffers any other form of financial distress.

11.5 Return of Confidential Information. Upon termination of the Agreement for any reason, each Party shall return to the other Party or destroy any Confidential Information of the other Party in its possession or control.

11.6 Post-Termination Obligations.

11.6.1 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force, including any payment obligation, on or after termination or expiry of the Agreement shall remain in full force and effect.

11.6.2 On termination or for any good reason at any time during the term of the Agreement Buyer shall promptly comply with any request it receives from WideOrbit (acting on its own behalf or on behalf of another WideOrbit customer, such as a Seller) requiring Buyer to amend, transfer or delete any Personal Data, other than Buyer Data, from the Platform.

11.6.3 The termination of the Agreement shall not affect the accrued rights of the Parties.

12. NO RIGHT OF SET OFF. All amounts due under the Agreement from Buyer to WideOrbit shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). WideOrbit and Buyer may be parties to other agreements related to Buyer's business (the "Other Agreements"). WideOrbit and Buyer agree that this Agreement and the Other Agreements are independent agreements. No breach or default under this Agreement shall affect the Other Agreements or payments due thereunder, and neither party shall have the right to set-off or deduct claims for damages under this Agreement against payments due under any of the Other Agreements.

13. INADEQUACY OF DAMAGES. Without prejudice to any other rights or remedies that WideOrbit may have, Buyer acknowledges and agrees that damages alone shall not be an adequate remedy in respect of any breach of the Agreement in respect of, in connection with or arising from WideOrbit's Intellectual Property Rights, use or misuse thereof. Accordingly, WideOrbit shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of such terms of the Agreement.

14. FORCE MAJEURE. Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (each, a "Force Majeure Event"). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two (2) weeks, the Party not affected may terminate the Agreement by giving five (5)

Business Days' written notice to the affected Party. A Force Majeure Event shall not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect one Party's obligation to make timely payment of money due to the other Party.

- 15. ASSIGNMENT.** Buyer may not assign this Agreement without the prior written approval of WideOrbit, such approval not to be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, representatives, and successors.
- 16. ANTI-CORRUPTION COMPLIANCE**
- 16.1 Buyer represents, warrants, and covenants that: Buyer and any of its owners, Affiliates, officers, directors, workers and agents shall comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the anti-corruption laws of any other applicable jurisdiction (Anti-Corruption Laws); and that to the best of its knowledge no government is investigating or has in the past five years conducted, initiated or threatened any investigation of Buyer or any of its owners, Affiliates, officers, directors or workers for alleged violation of Anti-Corruption Laws.
- 16.2 In the event of a breach of any of the representations, warranties, and covenants in Clause 16.1, the Agreement may be terminated immediately by WideOrbit issuing Buyer a written notice of termination.
- 16.3 In no event shall WideOrbit be obligated under the Agreement to take any action or omit to take any action that WideOrbit believes, in good faith, would cause it to be in violation of any Anti-Corruption Laws.
- 16.4 Buyer shall cooperate in good faith in any investigation by WideOrbit or its auditors, lawyers or representatives. Such cooperation includes providing WideOrbit and its representatives with prompt and complete access to Buyer's records for audit.
- 17. ANNOUNCEMENTS.** Subject to Clause 5.3 no Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), or any Court.
- 18. ENTIRE AGREEMENT**
- 18.1 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

- 19. COSTS.** Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of the Agreement and any documents referred to in it.
- 20. PRECEDENCE.** If there is an inconsistency between any of the provisions of these GTC, the schedules, referenced linked documents and the Service Order respectively, the provisions of the Service Order shall prevail in preference to these GTC, and the provisions of these GTC shall prevail in preference to the provisions of the schedules, and the schedules shall prevail in preference to the provisions of the referenced linked documents. However, no Service Order shall override any term or condition of the GTC unless it expressly overrides the conflicting provision of these GTC by clause number reference.
- 21. VARIATION.** No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.
- 22. WAIVER.** No failure or delay by WideOrbit to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other of its rights or remedies, nor shall it prevent or restrict the further exercise of that or any other of its rights or remedies. No single or partial exercise of such right or remedy by WideOrbit shall prevent or restrict the further exercise of that or any other right or remedy.
- 23. SEVERANCE.** If, in the opinion of the Court, any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Agreement.
- 24. NO PARTNERSHIP OR AGENCY**
- 24.1 Nothing in the Agreement is intended to, nor shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party the agent of the other Party, or authorize a Party to make or enter into any commitments for or on behalf of the other Party.
- 24.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 25. DEFINITIONS AND INTERPRETATION**
- 25.1 The following definitions and rules of interpretation apply in the Agreement:
- 25.1.1 Advertiser Creative: advertisement material; formats may include but are not limited to: display, rich media, video, audio, linear broadcast (regardless of OTA, cable, or IP-delivered);
- 25.1.2 Advertising Slot: a placement for advertisement on a website;

- 25.1.3 Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- 25.1.4 Agreement: a Service Order subject to these GTC signed by both Parties together with any document referenced in or attached to either the Service Order or GTC;
- 25.1.5 Avail Request: a request from Buyer sent to Seller for information about inventory types, price, and availability;
- 25.1.6 Bankruptcy Event: the occurrence of any one or more of the following events with respect to Buyer: (i) it ceases to carry on its business; (ii) a receiver or similar officer is appointed for its business, property, affairs or revenues and such proceedings continue for 45 days; (iii) it becomes insolvent, admits in writing its inability to pay debts generally as they come due, is adjudicated bankrupt, or enters composition proceedings, makes an assignment for the benefit of its creditors or another arrangement of similar import; or (iv) proceedings under bankruptcy or insolvency laws are commenced by or against it and are not dismissed within 45 days;
- 25.1.7 Business Day: a day other than a Saturday, Sunday or public holiday in the United States when banks in the United States are open for business;
- 25.1.8 Business Hours: the period from 9 am to 5 pm United States Pacific Time on any Business Day;
- 25.1.9 Buyer: the party entering into the Agreement to bid, order, and buy Advertising Slots through the Platform and named as Buyer on the Service Order;
- 25.1.10 Buyer Data: means any and all Personal Data provided to WideOrbit by Buyer, including any and all Personal Data uploaded to the Platform in connection with the services under the Agreement;
- 25.1.11 Buyer Platform Use Policy: WideOrbit's policy for Buyer Platform use, which policy may be amended from time to time in the discretion of WideOrbit and is by this reference incorporated into these GTC (a copy of the extant Buyer Platform Use Policy is at <http://www2.wideorbit.com/WOPD/BuyerPlatformUsePolicy>);
- 25.1.12 Buyer's Users: only those workers or agents of Buyer that Buyer has granted express permission to access the Platform in accordance with the Agreement and for whose actions Buyer agrees to be liable;
- 25.1.13 Confidential Information: all confidential information which the disclosing Party or its representatives directly or indirectly discloses to the recipient Party. This includes: the fact that discussions and

negotiations are taking place concerning the Platform and the status of those discussions and negotiations; the terms of the Agreement; all confidential or proprietary information relating to: the business, affairs, customers, clients, and suppliers, of the disclosing Party or its Affiliates and the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party, or of the disclosing Party's Affiliates any information, findings, data or analysis derived from Confidential Information; and any other information that is identified as being of a confidential or proprietary nature;

- 25.1.14 Court: a court within the United States;
- 25.1.15 Data Controller: has the meaning set out in the Data Protection Law;
- 25.1.16 Data Processor: has the meaning set out in the Data Protection Law;
- 25.1.17 Data Protection Law: all applicable data protection laws including the EU Data Protection Directive 95/46/EC and the Privacy and Electronic Communications (EC) Directive Regulations 2003 (each as amended or superseded from time to time);
- 25.1.18 Data Subject: an individual who is the subject of Personal Data;
- 25.1.19 Documentation: One or more of the following documents, which documents are as amended or withdrawn from time to time, and which may be provided to the Buyer by WideOrbit: Service Order, credit check, and Pre-Signature DSP Questionnaire (DSPQ);
- 25.1.20 Impression: metric for counting the number of times a user has viewed a particular Advertising Slot;
- 25.1.21 Invalid Activity: any activity by Buyer or its agents, or representatives in breach of or not in compliance with the Platform Policy or Buyer Platform Use Policy;
- 25.1.22 Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world;

- 25.1.23 Order: a specification sent by the Buyer to Seller through the Platform to reserve an Advertising Slot;
- 25.1.24 Party: a party to the Agreement and Parties shall be collectively the parties to the Agreement;
- 25.1.25 Personal Data: has the meaning set out in the Data Protection Law;
- 25.1.26 Platform Policy: WideOrbit's Platform policy, which policy may be amended from time to time in the discretion of WideOrbit and is by this reference incorporated into these GTC (a copy of the extant Platform Policy is at <http://www2.wideorbit.com/WOPD/PlatformPolicy>);
- 25.1.27 Processing, Process and Processed: have the meaning set out in the Data Protection Law;
- 25.1.28 Proposal: a set of potentially available inventory sent from Seller to Buyer in response to an Avail Request;
- 25.1.29 Seller: a seller of Advertising Slots through the Platform;
- 25.1.30 Service Order: an order form for WideOrbit services substantially in the form appended hereto at schedule 1 and containing, amongst other things, a description of the WideOrbit services to be provided under the Agreement; the charges for those services; and any agreed amendments to these GTC;
- 25.1.31 Undisputed: something which is not the subject of
- (i) reasonable, and
 - (ii) good faith, dispute;
- 25.1.32 WideOrbit Data: all data Processed by WideOrbit that is not Buyer Data, including data
- (i) relating to any issue or enhancement to the operation or use of the WideOrbit Platform; and/or
 - (ii) that WideOrbit would otherwise collect and Process independently of Buyer's use of the services pursuant to this Agreement; and
- 25.1.33 VAT: value added tax or any equivalent tax.
- 25.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 25.3 The Agreement shall be binding on, and enure to the benefit of, the Parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 25.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made thereunder.
- 25.5 A reference to writing or written does not include email unless otherwise stated herein.
- 25.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 25.7 Any words following the words 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 25.8 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

26. COUNTERPARTS. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27. THIRD PARTY RIGHTS

- 27.1 A person who is not a Party to the Agreement shall not have any rights to enforce any term of the Agreement, including any rights under the UK Contracts (Rights of Third Parties) Act 1999.
- 27.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

28. NOTICES

- 28.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be:
 - 28.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case);
 - 28.1.2 if to WideOrbit, sent by email to wopdsupport@wideorbit.com; and
 - 28.1.3 if to the Buyer, sent by email to the email address provided in the Service Order for the Buyer.

28.2 Any notice shall be deemed to have been received:

28.2.1 if delivered by hand, on signature of a delivery receipt;

28.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; and

28.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

28.3 This Clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. GOVERNING LAW. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of laws principles. The Uniform Computer Information Transaction Act, however designated, shall not apply to this Agreement. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

30. ARBITRATION. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in San Francisco, California under the American Arbitration Association rules and procedures by three (3) arbitrators appointed in accordance with said rules. Judgment on the award of the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

31. DISPUTE RESOLUTION

31.1 If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (Dispute) then the Parties shall follow the procedure set out in this Clause 31. Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, an executive officer of WideOrbit and an executive officer of Buyer shall attempt in good faith to resolve the Dispute for a period of thirty (30) days (or such period as may mutually be agreed between the Parties). Should the Parties fail to resolve the Dispute within the thirty (30) day period either Party shall be at liberty to seek resolution of the Dispute in accordance with Section 30. Nothing shall preclude an executive officer of either Party from nominating an alternative employee within that Party to liaise as necessary with the other Party's nominee.

31.2 Notwithstanding Clause 31.1 hereof either Party may apply to any court of competent jurisdiction for injunctive relief at any time.

