These **MASTER TERMS & CONDITIONS** (as amended from time to time, these "**Master Terms**"), together with the Order Form into which these Master Terms are incorporated by reference (as amended from time to time, the "**Order Form**"), form a part of the Agreement (as defined below) between the Mediaocean company signing the Order Form ("**Provider**") and the customer of Provider signing the Order Form ("**Client**"). Capitalized terms used but not defined in these Master Terms will have the meanings assigned to them in the Order Form. By signing the Order Form, each of Provider and Client (each, a "**Party**" and, together, the "**Parties**") acknowledges and agrees to the terms and conditions of the Agreement, including these Master Terms.

1.0 PURPOSE OF AGREEMENT; PRECEDENCE

1.1 Purpose. The Agreement establishes the terms and conditions to which the Parties have agreed with respect to the Services contracted for in the Order Form. Certain terms and conditions not set forth in these Master Terms are set forth in the Order Form or elsewhere in the Agreement.

1.2 Order of Precedence. In the event of conflict, the Order Form will prevail over these Master Terms. In the event of conflict, these Master Terms will prevail over the DPA, the SLAs or the Support Policies and the Business Continuity Policies, except to the extent that such other document clearly states that the other document will have precedence over these Master Terms and specifically identifies the provisions of these Master Terms that are superseded. All pre-printed or standard terms of Client's purchase order or other business processing document shall not modify, limit, terminate or supersede the terms of the Agreement.

2.0 SERVICES

2.1 Services Generally. During the Term, Provider will perform or otherwise make the Services contracted for in the Order Form available to Client and/or its Authorized Affiliates (as applicable) in accordance with the terms of the Agreement. Provider may delegate or subcontract any portion of the Services to its Affiliates or subcontractors. Services performed by Provider's Affiliates or subcontractors will be considered as performed by Provider. Provider will cause any such Affiliate or subcontractor of Provider to comply with all terms and obligations of Provider under the Agreement applicable to Services so delegated or subcontracted, and agrees that a breach by any such Affiliate or subcontractor under the Agreement shall be deemed a breach by Provider.

2.2 Updates to Services. Access to Services and/or other Provider IP is limited to the versions made available to Client in Provider Platforms. Provider and/or its Affiliates may from time to time make Updates to its Services and/or other Provider IP and reserve(s) the right to discontinue, add and/or substitute features in the event of product unavailability, end-of-life, changes to software or hardware requirements or changes required by applicable laws. Client is required to accept all Updates for the proper function and security of the Services as they are generally released by Provider and/or its Affiliates. Provider will not be responsible for performance or security issues encountered with the Services that result from Client's failure to accept or implement any such Updates.

2.3 Cloud Services. To the extent the Services contracted for in the Order Form include or require the provision of Cloud Services, then (a) such Cloud Services will be hosted on a server maintained by Provider, its Affiliates or its designated third party supplier or data center, and (b) Provider shall use commercially reasonable efforts to make the Cloud Services generally available in accordance with the system uptime availability provided in the SLA applicable thereto. Client shall provide its own equipment and communication means for accessing and utilizing the Cloud Services and shall be responsible for its own expenses associated with accessing and utilizing the Cloud Services. If any such costs or expenses are incurred by Provider or its Affiliates on Client's behalf, they shall be considered to be reimbursable out of pocket costs and expenses of Provider in accordance with Section 8.2.

2.4 Support Services; Other Services. During the Term, Provider will deliver Support Services to Client and its Authorized Affiliates (as applicable) in accordance with the Agreement. Except as otherwise expressly provided in the Agreement, Provider is under no obligation to provide Support Services with respect to: (a) Products and/or other Services altered or modified by anyone other than Provider or its licensors or Affiliates; (b) Products and/or other Services used contrary to applicable Documentation; (c) discrepancies that do not significantly impair or affect the operation of the Services; (d) errors or malfunction caused by Client failure to comply with the minimum system requirement documentation as provided by Provider; or (e) errors and malfunction caused by any systems or programs not supplied by Provider. Development Services, Production Services and/or Professional Services will be provided during the Term if and to the extent specified in the Order Form.

2.5 Cooperation; Reliance. Client shall, and shall cause its Authorized Parties to, follow the reasonable instructions established by Provider from time to time and communicated to Client, and provide Provider with good faith, diligent and timely cooperation and access to such information, facilities, personnel and equipment of Client and Authorized Parties as may be reasonably requested by Provider, its Affiliates and/ subcontractors from time to time to provide the Services and perform obligations pursuant to the Agreement, including providing security access, information, and software interfaces to Client's applications (including, as applicable

to the Services, social media, campaign or creatives management and/or media-buying accounts). Client acknowledges and agrees that Provider's performance is dependent upon the timely and effective satisfaction of Client's and Authorized Parties' obligations in the Agreement and timely decisions and approvals on behalf of Client and Authorized Affiliates in connection with the Services. In the event of any delay in Client's or Authorized Affiliates' performance of any obligation set forth herein or any other delays caused by Client or its Authorized Parties, the milestones, fees and date(s) set forth in the Order Form may be adjusted by the Parties as reasonably necessary to account for such delays. Provider shall be entitled to rely on all decisions and approvals of Client and Authorized Affiliates or their representatives.

2.6 Ordering Instructions. Client may provide one or more Ordering Instructions from time to time during the Term (either by Client making a selection via the applicable Provider Platform, or via email to Provider). Upon being acknowledged and accepted by Provider in writing, the Ordering Instruction shall be binding on both parties. Where Client requests to add any Service, feature, functionality or tool in its Ordering Instruction, Client agrees to pay all applicable fees and charges that were disclosed to Client before Client issued such Ordering Instruction, in connection with the requested additional Service, feature, functionality or tool.

3.0 THIRD PARTY PRODUCTS AND SERVICES

3.1 Third Party Providers, Products or Services; Links. Certain third party providers and/or their products and services (including, as applicable, Third Party Data), some of which may be listed or accessed on Provider's or its Affiliates' websites or by means of the Services, offer products and services related to or that work in conjunction with the Services. Except as otherwise expressly provided in the Order Form or DPA, Provider is not responsible for any exchange of data or other interaction or transaction between Client (or an Authorized Party) and any such third party provider, all of which is solely between Client (or an Authorized Party) and the relevant third party provider. Client acknowledges that any Third Party Data and/or other Third Party Products purchased, licensed or otherwise obtained for Client through Provider are obtained by Provider solely on behalf of Client and on a pass-through basis. Service levels, support services and other services for Third Party Data and other Third Party Products are provided by the respective vendors of such Third Party Products and are subject to the terms of such third party provider's acceptable use policy, support policies and other policies, terms or agreements. SLAs and Support Policies of Provider do not apply to Third Party Data or other Third Party Products. The Services may contain links to third party websites or resources. Client acknowledges and agrees that Provider is not responsible or liable for: (a) the availability or accuracy of such websites or resources; or (b) the content, advertising or products on or available therefrom. The inclusion of any third party link via the Services does not imply that Provider endorses the linked website or resource. Client uses and/or relies upon any such links at its own risk.

3.2 Third Party Data. If and to the extent that Third Party Data (including third party rating data) is required for the Services ordered by the Client in the Order Form, Client's access to Third Party Data is subject to Client (a) first procuring a license permitting Client and (to the extent required for the provision of Services or other performance of obligations by Provider in accordance with the Agreement) Provider and its Affiliates and subcontractors to use such data from the appropriate data provider and Provider having received prior written confirmation of such license from the data provider; or (b) instructing Provider to procure a license to access and use such data on Client's behalf (which instructions may be contained in the Order Form or DPA). In taking such actions, Provider is acting on behalf of Client and not independently or as a data broker. Client assumes sole responsibility and liability for compliance with the terms and provisions of any third party provider license, access, usage and/or other terms applicable thereto. In the event that any necessary Third Party Data is no longer available to Provider, Provider may terminate the affected portion of the Services upon written notice.

4.0 ACCESS AND USE OF SERVICES

4.1 Limited Rights to Access and Use Services. Subject to the terms and conditions of the Agreement, Provider grants Client and its Authorized Affiliates a worldwide, non-exclusive, non-assignable, non-sublicensable, limited right to access and use the Services specified in the Order Form for Client's and its Authorized Affiliates' own internal business purposes during the Term.

4.2 Limited Rights to Access and Use Software.

4.2.1 **Access and Use of Hosted Applications.** Subject to the terms and conditions of the Agreement, Provider grants Client and its Authorized Affiliates a worldwide, non-exclusive, non-assignable, non-sublicensable, limited right to access and use the Hosted Applications specified in the Order Form for Client's and its Authorized Affiliates' own internal business purposes during the Term.

4.2.2 **Access and Use of Ancillary Software.** Subject to the terms and conditions of the Agreement, Provider grants Client and its Authorized Affiliates a worldwide, non-exclusive, non-assignable, non-sublicensable, limited right to access and use the Ancillary Software specified in the Order Form (if any) for Client's and its Authorized Affiliates' own internal business purposes during the Term.

4.3 Reservation of Rights; Certain Restrictions. There are no implied licenses granted in the Agreement, and Provider hereby reserves all rights not expressly granted to Client and/or its Authorized Parties under the Agreement. During the Term and at all times thereafter, Client shall not, and shall cause its Authorized Parties not to, directly or indirectly: (a) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Services or other Provider IP; (b) decipher, decompile, disassemble, reverse

assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Services or other Provider IP, in whole or in part, for any purpose whatsoever; (c) allow access to, provide, divulge or make available the Services or other Provider IP to any user other than Authorized Parties; (d) write or develop any derivative works based upon the Services or other Provider IP; (e) adapt or tamper with or otherwise make any changes to the Services or other Provider IP or any part thereof; (f) create Internet "links" to or from any applicable Cloud Services, or "frame" or "mirror" any Service or other Provider IP; (g) disclose or publish, without Provider's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Services or otherwise access or use the Services or other Provider IP for a competitive purpose; (h) create or generate metrics on, or perform any statistical analysis of, the Services other than as permitted by features in the Services as made available to Client by Provider or its Affiliates; (i) act in a manner that could reasonably imply an endorsement or sponsorship between Client or any Authorized Party and Provider; or (j) use the Services or other Provider IP in a manner that impacts the stability of Provider's or its Affiliates' owned or licensed servers, systems or networks or impacts the use of the Services or other Provider IP by others.

4.4 Authorized Parties. Client may authorize access and/or use of the Services by an Authorized Affiliate or other Authorized Party, provided that: (a) in the case of an Authorized Affiliate, such Person is specifically identified as an Authorized Affiliate in the Order Form; (b) the combined use of the Services hereunder by Client and its Authorized Affiliates shall be taken into account in the calculation of the License Metrics and associated fees, costs and expenses payable to Provider under the Agreement, which must be agreed to in an Order Form; (c) Client remains responsible for payment of all fees, costs and expenses due pursuant to the Agreement with respect to itself and all Authorized Parties, and (d) Authorized Parties may only access or use the Services as expressly permitted by the Agreement and only for Client's and its Authorized Affiliates' own internal business purposes during the Term. Client shall cause its Authorized Parties to comply with all terms and obligations of Client and of Authorized Parties under the Agreement, including any applicable authentication requirements and agrees that any breach by any Authorized Party of terms or obligations of Client or otherwise applicable to Authorized Parties under the Agreement shall be deemed a breach by Client. All rights, permissions and/or licenses of a Person to access and use Services as an Authorized Party shall automatically terminate if such Person ceases to qualify as an Authorized Party for any reason. Client shall promptly take all necessary steps, and provide prompt written notice to Provider, to terminate access to and use of Client Data, the Services and other Provider IP (I) by any Person who ceases to qualify as an Authorized Party for any reason, or (II) by an Authorized Party who or which has engaged or is suspected to have engaged in any unauthorized use of Services or other Provider IP or another violation of the Agreement.

4.5 Acceptable Use Policy. Client and its Authorized Parties shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and Provider's policies and the terms of the Agreement. Client shall not, and shall cause Authorized Parties not to, post, upload or use in connection with the Services any Client Data or other information, statement or media which: (a) is libelous, defamatory, obscene, pornographic, fraudulent, deceptive, abusive, harassing or threatening, or promoting of hatred or discrimination; (b) violates the rights of others, such as data or content which infringes on any Intellectual Property or violates any right of privacy or publicity; (c) contains any viruses, worms, Trojan horses, malware, spyware or other contaminants; or (d) otherwise violates any applicable law and/or the terms of the Agreement (Provider may remove any violating content through the Services without notice to Client); or (e) is for the purpose of or in connection with employment eligibility, credit eligibility, health care eligibility or insurance eligibility underwriting or pricing. Client may not, and shall cause its Authorized Parties not to, obscure, alter or remove any copyright, patent, trademark, service mark or other proprietary rights notices on any Services, other Provider IP or other Provider property.

4.6 No Competitor Use or Access. Notwithstanding anything to the contrary in the Agreement, neither Client nor any of its Authorized Parties shall permit any Competitor to have direct or indirect access to or use of the Services or other Provider IP, including by means of granting them access as an Authorized Affiliate or Authorized Party.

4.7 Agency. Client may delegate all or part of its operations relating to use or receipt of the Services to a third party agency (an "Agency") on written notice to Provider, provided that Client shall remain liable for the acts or omissions of the Agency and for its compliance with this Agreement, including for making payment due under this Agreement, as applicable. Client represents and warrants to Provider that the Agency has full authority to bind Client. If Client is entering into the Agreement on behalf of another person or entity that Client represents (each, a " Customer"), Client represents and warrants that it is the authorized agent of each such Customer and that it is authorized to bind each such Customer to the terms of the Agreement, including the authority to manage the day-to-day aspects of each Customer's receipt and use of the Services. Client will be jointly and severally liable for all obligations in this Agreement with Customer.

5.0 OWNERSHIP

5.1 Provider Ownership. The Services and other Provider IP , and all equipment, systems, infrastructure, websites and/or other materials or property provided by or through Provider and/or its Affiliates in the performance of any Services, and all rights, titles and interests in and to all Intellectual Property embodied therein, are and will at all times be from inception and remain the exclusive, sole and absolute property of Provider (or, if applicable, its third party licensors). All rights, title and interest in or to any Intellectual

Property and/or proprietary rights relating to the Services and other Provider IP and the related logos, product names, etc., and all other rights not expressly granted in the Agreement, are reserved by Provider.

5.2 New IP. Except to the extent otherwise expressly provided in the Order Form, all rights, titles and interests in and to Intellectual Property resulting from the provision or use of the Services, other Provider IP or any other Provider property, including any Feedback (together with the Intellectual Property rights therein, "**New IP**"), are and will at all times be from inception and remain the exclusive, sole and absolute property of Provider. Except to the extent otherwise so expressly provided in the Order Form, Client hereby assigns, and will cause its Authorized Parties to assign, to Provider any and all right, title, and interest in and to the New IP. Client shall execute such documents and take such further actions as Provider may reasonably request to assist Provider in acquiring, perfecting and maintaining its rights, titles and/or interests and other legal protections in and to any New IP.

5.3 Client Data and Other Client Property. Provider and Client each acknowledges and agrees that Client is the controller and (other than licensed Third Party Data) the owner of any and all Client Data and reserves all rights to Client Data not expressly granted to Provider in the Agreement. Client hereby grants to Provider a worldwide, non-exclusive, fully paid-up, royalty free perpetual and irrevocable license, with right of sublicense solely to Affiliates and subcontractors in accordance with the Agreement, to (a) use equipment, software, Client Data or other Intellectual Property of Client solely for the purpose of performing the Services and other obligations under the Agreement during the Term, (b) copy, modify and use Client Data in connection with internal operations and functions of Provider and its Affiliates, including operational analytics and reporting, maintaining and improving products and services, internal financial reporting and analysis, audit functions, developing, enhancing, and optimizing internal methodologies, processes, and technologies, and archival purposes during and after the Term, and (c) copy, use, modify, distribute, display and disclose Client Data on an aggregate or anonymized basis during and after the Term. Provider and its representatives and suppliers may access Authorized Party accounts, including Client Data, to respond to service or technical problems or at Client's request. Provider and its Affiliates shall have the right to monitor access and/or use of any Services by Client and/or its Authorized Parties, and Provider and its Affiliates may compile, use and/or disclose any access and/or use data so gathered during and following the Term. Client further understands and agrees that its use of certain Third Party Products may require the storage and processing of Client Data by the third party supplier. Provider's use or disclosure of Personal Data contained with Client Data under this Section 5.3 is further subject to the terms of any DPA. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data. Client is solely responsible for providing Provider with all Client Data in conformance with the specifications of the Documentation, for determining the suitability of all Client Data for the intended use under this Agreement, and for verifying the authenticity and accuracy of same. Client acknowledges and agrees that Provider is not responsible for monitoring or verifying Client Data, and that Provider shall not be responsible for the content of any Client Data.

5.4 Services to Third Parties. Client acknowledges and agrees that Provider and its Affiliates may provide Products, other Services or other Provider IP to third parties and create work product for third parties that may appear similar to Services, Provider IP or other work product provided pursuant to the Agreement. Client agrees that (a) so long as such work does not embody and is not created with reference to any of Client's Confidential Information or Client Data, Provider will not be prevented from independently creating original, but similar, work product for the benefit of third parties or incorporating any similar works; and (b) Provider may collect, generate, obtain, provide or otherwise make available data to other clients, customers or third parties which may be the same or similar to data that Provider obtains for Client and/or its Authorized Affiliates (whether from the same or similar sources).

6.0 SECURITY

6.1 Provider Security Obligations. During the Term, Provider shall implement reasonable and appropriate security procedures to protect Client Data in the care or control of Provider from unauthorized access by physical and electronic intrusion and shall follow its archiving procedures for Client Data as set out in its Business Continuity Policy. Provider shall not be liable for any loss, destruction, alteration or disclosure of Client Data caused by a third party not under the control of Provider. In the event of any loss or damage to Client Data caused by any such third party and not otherwise resulting from a breach of Provider's express obligations under the Agreement, Client's sole and exclusive remedy shall be for Provider to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Provider in accordance with the archiving procedure described in its Business Continuity Policy. Provider will report to Client any unauthorized access to Client Data promptly upon discovery by Provider.

6.2 Client Security Obligations. During the Term and at all times thereafter, Client shall not and shall cause Authorized Parties not to: (a) breach or attempt to breach the security of the Services or other equipment, systems, infrastructure, websites and/or other materials or property provided by or through Provider and/or its Affiliates relating to or used in connection with provision of the Services, or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other customer, client vendor, supplier and/or service provider of Provider or any third party. Client shall and shall cause its Authorized Parties to: (x) take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Client Data and Services; and (y) protect the security of its login credentials using the standard of care required for Confidential

Information under Section 7. Client and its Authorized Parties shall comply with any and all user authentication requirements which Provider may from time to time stipulate for access or use of Services. Client is solely responsible for monitoring its Authorized Parties' access to and use of the Services. Provider has no obligation to verify the identity of any Person who gains access to the Services by means of an account, ID or equipment of Client or any Authorized Party. Client must promptly take all necessary steps, including providing prompt written notice to Provider, and provide commercially reasonable cooperation to Provider, if Client becomes aware of any compromise in the security of Client's or its Authorized Parties' accounts or access IDs.

7.0 CONFIDENTIALITY

7.1 Definition. As used herein, "**Confidential Information**" means, any and all information, regardless of whether it is in tangible or written form, disclosed by a Party or its Affiliate ("**Discloser**") to the other Party or its Affiliate ("**Recipient**") in connection with the Services or otherwise in connection with the Agreement that is (a) marked as confidential or proprietary, (b) identified or labeled in writing (email being sufficient) as confidential or proprietary within 30 days of disclosure, or (c) would be reasonably understood by Recipient as Discloser's Confidential Information at the time of disclosure. For the avoidance of doubt, the terms of the Agreement, any proposals or other documents shared between the Parties that preceded and relate to the Agreement or the subject matter of the Agreement, the Services, all user IDs and passwords to access the Services, and any Documentation, release notes, collateral materials, operating instructions and information related to system performance provided by or on behalf of Provider shall be deemed Confidential Information of Provider, regardless of whether it has been otherwise designated as such.

7.2 Protection of Confidential Information. Recipient shall not disclose Discloser's Confidential Information to any Person except as otherwise expressly permitted under the Agreement, and shall protect Discloser's Confidential Information using the same degree of care that it uses to protect its own Confidential Information (but in no event less than a reasonable degree of care). Recipient shall (a) not use any Confidential Information of Discloser for any purpose other than for purposes of performing the Agreement, and (b) except as otherwise expressly authorized by Discloser in writing, limit access to Confidential Information of Discloser to those of its and its Affiliates' (which, in the case of Client, shall be limited to Authorized Affiliates) respective employees, consultants and contractors that need such access for purposes consistent with the Agreement and that have either agreed to be bound by the terms of this Section 7 or have otherwise signed confidentiality agreements with Recipient with respect to such Confidential Information at least as restrictive as the provisions of this Section 7. Discloser's Confidential Information may also be disclosed if and to the extent required by law or valid order or demand of a court or other governmental authority; provided, that Recipient shall, to the extent permitted by law, provide prior written notice to Discloser of any such required disclosure, and, at Discloser's request and sole expense, use commercially reasonable efforts to cooperate with Discloser's attempt to obtain a protective order. In addition to the foregoing, Client shall not provide any information regarding the Services, other Provider IP or any other Confidential Information of Provider to any Competitor. Recipient shall cause its Affiliates and their respective employees, consultants, contractors and/or other representatives to comply with Recipient's obligations under this Section 7 and shall be liable and responsible for the actions of its Affiliates and their respective employees, consultants, contractors and/or other representatives in violation of this Section 7.

7.3 Exceptions. Notwithstanding anything to the contrary contained in the Agreement, the term "Confidential Information" shall not include (a) any Client Data (the protection of which shall be governed in accordance with the other provisions of the Agreement), or (b) any information that: (i) was already known by or available to Recipient without obligation of confidentiality prior to disclosure under the Agreement; (ii) is or becomes publicly known or generally available to the public without breach by Recipient, its Affiliates or its or their representatives; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is independently developed or learned by or on behalf of Recipient without use of or reference to Discloser's Confidential Information; or (v) is disclosed by Recipient with Discloser's prior written approval.

7.4 Return or Retention. Upon written request of Discloser, Recipient agrees to promptly return to Discloser, or destroy, all Confidential Information of Discloser that is in the possession of Recipient, its Affiliates or its or their representatives; provided, that if Recipient elects to destroy all of the Confidential Information, a duly authorized officer of Recipient must certify the destruction of all such Confidential Information to Discloser in writing. Notwithstanding the foregoing, Recipient may retain Confidential Information in accordance with its bona fide document retention policies or as otherwise required by applicable law; provided, that all such retained Confidential Information shall continue to be subject to the terms of this Section 7.

8.0 FEES AND PAYMENTS

8.1 Fees. As consideration for the access to and right to use the Services and (if applicable) other Provider IP in accordance with the Agreement, Client will pay the fees in the amounts and on the schedules set forth in the Order Form, plus reimbursable costs and expenses as outlined in the Order Form or otherwise provided in the Agreement.

8.2 Other Out-of-Pocket Costs, Expenses. In addition to fees, costs and expenses otherwise payable pursuant to the Agreement, Client will reimburse Provider for all fees, costs and expenses incurred by Provider on Client's or its Authorized Parties' behalf in the performance of Services, including costs and expenses for travel, lodging and meals related to performance of Services on Client's premises or other locations requested by Client or Authorized Affiliates (the cost for these items will be determined at the time travel

is booked and approved in writing by Client before travel is incurred), fees, costs and expenses related to any Third Party Data or other Third Party Products procured through Provider or its Affiliates on behalf of Client, and fees, costs and/or expenses related to off-line data restores, checks processing, printing and communication costs, private network connection costs and such other costs specifically attributable to Client or Authorized Affiliates as applicable. Additionally, in the event that Provider is required to pay any amount of tax or duty (except for taxes based on Provider's income), Client shall promptly pay to Provider such amount.

8.3 Third Party Data and Other Third Party Products. If the Services provided pursuant to the Agreement include access to and/or use of Third Party Data or other Third Party Products which are not procured through Provider or its Affiliates on behalf of Client, then Client shall timely pay in full any related fees, costs and expenses directly to the applicable third party provider.

8.4 Payments Generally. Except as may otherwise be expressly provided in the Order Form all such fees, costs and expenses payable to Provider or its Affiliates pursuant to the Agreement: (a) will be payable by Client to Provider, (b) shall be paid in full within 30 days after the date of the relevant invoice or other written demand therefor, (c) shall be paid without any setoff, deduction or withholding for any reason (other than any withholding as may be required by applicable law), and (d) shall be paid in US Dollars.

8.5 Late Payments; Suspension Periods. Without prejudice to its other rights, delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by applicable law, whichever is less, plus all expenses of collection. Client will continue to be charged any regularly scheduled or recurring fees, costs or expenses for Services, if any, during any period of suspension pursuant to Section 12, interruption or dispute. Provider reserves the right to impose a reconnection fee in the event Client's access is suspended and Client thereafter requests renewed access to the Services.

9.0 REPRESENTATIONS; WARRANTIES; DISCLAIMERS

9.1 Provider Warranties. Subject to the limitations in this Section 9, Provider hereby represents and warrants to Client that: (a) the Software, as updated from time to time and used in accordance with the Documentation, will operate in all material respects in conformity with the function and technical specifications described in the Documentation; (b) it will use commercially reasonable efforts to perform the Support Services in all material respects as described in the applicable SLAs and/or Support Policies; and (c) the Development Services, Production Services and/or Professional Services contracted for in the Order Form will be performed in a professional and workmanlike manner.

9.2 Client Warranties. Client hereby represents and warrants to Provider that Client and its Authorized Parties: (a) shall at all times during the Term use reasonable efforts to prevent unauthorized access to, or use of, the Services, other Provider IP and/or other property of Provider or its Affiliates and shall promptly notify Provider in writing in the event of any such unauthorized access or use; (b) shall at all times during the Term use commercially reasonable efforts to ensure that its network and information systems comply with any relevant specifications provided by Provider to Client in writing from time to time; (c) shall at all times during the Term comply with the terms of the Agreement; (d) own all Client Data, or have rights in all Client Data sufficient for use in the Services and for Provider and/or its Affiliates to provide the Services as contemplated in the Agreement, and shall comply with the terms of the license(s) or other agreements applicable thereto; (e) do not and will not infringe or violate the Intellectual Property, privacy or other rights of any third party and will comply with all applicable laws; and, (f) as applicable, shall contractually require each of the publishers or media partners on whose digital properties the Services are to be utilized ("Publishers") to implement latest specification of the IAB Europe Transparency and Consent Framework ("TCF") on all of their respective media properties and to disclose Innovid and Flashtalking as vendors on such media properties in their TCF configuration. Client will not and will cause its Authorized Parties not to access or use the Software or other Services and Provider IP in a manner that violates applicable export laws.

9.3 Mutual Warranties. Subject to the limitations in this Section 9, each Party hereby represents and warrants to the other Party that: (a) it is validly existing and in good standing under the laws of its jurisdiction of formation; (b) it has the organizational right and authority to enter into and perform its obligations under the Agreement, and has obtained or will obtain and maintain during the Term all internal and third party rights, licenses, consents and authorizations necessary to perform its obligations as set forth in the Agreement; (c) upon execution and delivery of the Order Form, the Agreement will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms; (d) such Party shall comply with all applicable laws and regulations with respect to its activities under the Agreement, including Applicable Data Protection Laws; and (e) the execution of the Order Form, and the performance of such Party's obligations under the Agreement, do not and will not violate any other agreement or instrument to which it is a party.

9.4 Remedies. If a Service provided to Client is not performed as warranted, Client shall provide written notice to Provider within 30 days of the suspected deficiency that describes in reasonable detail the deficiency in the applicable Services. Provider will use reasonable efforts to repair or replace the relevant deficient Service without charge. If Provider cannot correct the deficiency within 30 days following Provider's receipt of Client's notice of deficiency, either party may terminate the deficient services by written notice to the other Party within 30 days and Provider will refund to Client any fees for the terminated Service(s) pre-paid to Provider for the period following the effective date of termination. If Client does not timely terminate the affected Service(s) as provided above, Client

waives all rights for the applicable warranty cure set forth herein. The foregoing provides Client's sole and exclusive remedy for Services that do not comply with the Provider warranties provided in this Section 9.

9.5 Exceptions. Provider and its Affiliates shall not be liable for any claimed breach of warranty caused by: (a) modifications made to the Services by Client or by any Person other than Provider or its Affiliates; (b) the combination, operation or use of the Services by Client or on behalf of the Client with any technology or materials that are not supplied by Provider; (c) Client's failure to use any new or corrected versions of the Services, including Updates thereto, made available by Provider; (d) Provider's adherence to Client's specifications or instructions; (e) Client's deviating from the operating procedures described in the Documentation; and/or (f) errors caused by products, services or equipment not provided by Provider, including Third Party Products.

9.6 THIRD PARTY PRODUCTS AND SERVICES. PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND IS NOT RESPONSIBLE FOR (A) ANY THIRD PARTY DATA OR OTHER THIRD PARTY PRODUCTS, OR (B) SERVICES OR EQUIPMENT NOT PROVIDED BY PROVIDER OR ITS AFFILIATES.

9.7 OTHER DISCLAIMERS OF WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ALL OF PROVIDER'S SERVICES AND OTHER PROVIDER IP ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND EACH OF PROVIDER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (A) ANY WARRANTY THAT ANY SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED, (B) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (C) ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCT, THIRD PARTY DATA OR CLIENT DATA, AND (D) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY PROVIDER, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

10.0 INDEMNIFICATION

10.1 By Provider. Provider will indemnify, defend and hold harmless Client, its Authorized Affiliates and each of their respective employees (each, a "**Client Indemnitee**") from and against any and all damages, losses, liabilities, costs or expenses (including reasonable legal fees and expenses) incurred out-of-pocket and/or finally awarded in a judgment not subject to further appeal ("**Damages**") arising out of any action, claim, lawsuit or proceeding brought by one or more third parties (a "**Claim**") to the extent such Claim: (a) results from Provider's breach of any of its representations, warranties, or obligations under the Agreement, (b) results from Provider's gross negligence or willful misconduct in performing the Agreement; or (c) asserts that Provider and/or the Services provided to Client infringe, violate or misappropriate any third party Intellectual Property (an "**IP Claim**"). If a Client Indemnitee's permitted access to, or use of, Service is subject to an IP Claim, then Provider will use commercially reasonable efforts to either: (i) modify or replace the allegedly infringing part of the Service (as applicable) with a non-infringing version of no less than materially equivalent functionality or (ii) obtain a license permitting Client's continued use of the allegedly infringing part of the applicable Service (collectively the "**Provider Claim Options**"). Provider will not be liable for any Claim based on a Client Indemnitee's continued use of an infringing or allegedly infringing Service after Provider has: (x) informed Client in writing of Provider's intent to implement one of the Provider Claim Options and (y) offered to implement such Provider Claim Option to meet Provider's obligations under the Order Form; provided, that liability for such IP Claim would have been avoided by implementation of the Provider Claim Option. If, after using commercially reasonable efforts, Provider does not or cannot provide either Provider Claim Option and the Client Indemnitee's permitted use of the applicable Service, as applicable, is materially and adversely affected by the IP Claim, then either Party may terminate the Agreement with respect to the infringing or allegedly infringing Service upon written notice to the other Party and Provider will refund to Client a pro rata portion of any prepaid fees with respect to such terminated Service from the effective date of termination through the last day of the period for which the fees were prepaid. Provider will then have no further obligation to any Client Indemnitee (except for any obligations in relation to the relevant Client Indemnitee's activities subject to the IP Claim). Notwithstanding anything to the contrary contained in the Agreement, Provider shall have no liability for infringement claims, and Client shall indemnify, defend and hold harmless Provider, its Affiliates and its and their respective employees (each, a "**Provider Indemnitee**") if the alleged infringement is based on or arises from (A) combination or use of the Services with hardware, software or other products, services or equipment not provided by Provider or its Affiliates, (B) the modification of any Services by anyone other than Provider or its Affiliates, (C) the use of the Services not in accordance with the Agreement, or (D) the use of any Service (including Software) other than the then most current release of such Service made available by Provider or its Affiliates (each, an "**Excluded Matter**"). THIS SECTION 10.1 STATES PROVIDER'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY IP CLAIM.

10.2 By Client. Client will indemnify, defend and hold harmless the Provider Indemnitees from and against any and all Damages arising out of any Claim to the extent such Claim arises from or is related to: (a) any Excluded Matters; (b) Client's, its Authorized Affiliate's or other Authorized Party's breach of any of Client's representations, warranties or obligations under the Agreement; (c) Client's, its Authorized Affiliate's or other Authorized Party's gross negligence or willful misconduct in connection with the Agreement;

(d) Client Data or Client's, its Authorized Affiliate's or other Authorized Party's use of Client Data; or (e) any disputes between Client and any Authorized Parties.

10.3 Conditions to Indemnification Obligations. A Party's indemnification obligations are subject to the following: (a) the indemnified Party gives written notice of the Claim promptly to the indemnifying Party; (b) the indemnified Party gives the indemnifying Party sole control of the defense and settlement of such Claim; (c) the indemnified Party provides the indemnifying Party, at the indemnifying Party's expense, all reasonable information and assistance in connection with such Claim; (d) the indemnified Party may not settle any Claim without the indemnifying Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed); and (e) the indemnifying Party may not settle any Claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) unless the indemnified Party is released from all liability related to such Claim and such Claim does not impose injunctive relief on such indemnified Party.

11.0 LIMITATIONS OF LIABILITY

11.1 LIMITATION ON TYPES OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, COST OF COVER AND/OR THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA) ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER AT LAW OR IN EQUITY OR BY WAY OF INDEMNITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OR POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. THE FOREGOING LIMITATIONS ON DAMAGES SHALL NOT APPLY WITH RESPECT TO (A) THE RELEVANT PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), (B) THE RELEVANT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (C) IN THE CASE OF AN INDEMNIFYING PARTY, DAMAGES INCURRED OR PAID TO A THIRD PARTY BY AN INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM INDEMNIFIABLE PURSUANT TO SECTION 10 (INDEMNIFICATION), OR (D) CLIENT'S OBLIGATIONS TO PAY FEES, COSTS OR EXPENSES PURSUANT TO THE AGREEMENT.

11.2 LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING FROM CLIENT'S OBLIGATIONS TO PAY FEES, COSTS AND EXPENSES UNDER THE AGREEMENT OR AS PROHIBITED BY LAW, (A) A PARTY'S AGGREGATE, CUMULATIVE LIABILITY WITH RESPECT TO ALL INDEMNIFICATION CLAIMS UNDER THE AGREEMENT WILL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES ACTUALLY PAID BY CLIENT UNDER THE ORDER FORM, LESS REFUNDS, CREDITS AND INDEMNIFICATION PAYMENTS PREVIOUSLY PROVIDED, IF ANY, AND (B) THE AGGREGATE. CUMULATIVE LIABILITY OF PROVIDER AND ITS AFFILIATES (INCLUDING ANY ATTORNEYS FEES AND/OR COSTS AWARDED UNDER THE AGREEMENT) TO THE CLIENT (INCLUDING ITS AFFILIATES, AUTHORIZED PARTIES AND/OR ANY OTHER THIRD PARTIES, AS APPLICABLE) FOR ANY AND ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO A BREACH OF THE AGREEMENT BY PROVIDER, WHETHER AT LAW OR IN EQUITY OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PROVIDER FOR THE SERVICE GIVING RISE TO THE LIABILITY, LESS REFUNDS OR CREDITS PREVIOUSLY PROVIDED, IF ANY, FOR THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE PAYABLE. PROVIDER AND ITS AFFILIATES SHALL NOT HAVE ANY LIABILITY FOR (x) ANY THIRD PARTY DATA OR OTHER THIRD PARTY PRODUCTS, OR (y) SERVICES NOT PROVIDED BY PROVIDER OR ITS AFFILIATES. CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY DATA AND/OR OTHER THIRD PARTY PRODUCTS SHALL BE LIMITED TO THE THIRD PARTY PROVIDER'S WARRANTIES AND REMEDIES, IF ANY, AVAILABLE TO PROVIDER OR CLIENT (AS APPLICABLE), PURSUANT TO THE APPLICABLE AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDER.

11.3 LIMITATION OF CLAIMS. CLIENT'S SOLE AND EXCLUSIVE RECOURSE FOR ANY ACTION, CLAIM, LAWSUIT OR PROCEEDING OR ANY DAMAGES RELATED TO OR ARISING OUT OF THE AGREEMENT SHALL BE AGAINST PROVIDER, AND MAY NOT BE ASSERTED OR RECOVERED FROM PROVIDER'S AFFILIATES (WHETHER OR NOT AFFILIATES PROVIDE ANY OF THE SERVICES OR PERFORM ANY PROVIDER OBLIGATIONS), SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES OR OTHER REPRESENTATIVES DIRECTLY. FURTHER, NO PERSON OTHER THAN CLIENT MAY ASSERT ANY ACTION, CLAIM, LAWSUIT OR PROCEEDING OR RECOVER DAMAGES FROM PROVIDER PURSUANT TO THE AGREEMENT.

11.4 EXCLUSIVE REMEDIES. CLIENT'S RIGHTS AND REMEDIES PURSUANT TO THE AGREEMENT REPRESENT CLIENT'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST PROVIDER AND/OR ITS AFFILIATES RELATED TO OR ARISING OUT OF THE AGREEMENT.

12.0 TERM AND TERMINATION

12.1 Agreement Term. The term of the Agreement (the "**Term**") shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided in this Section 12 or otherwise expressly provided in the Agreement.

12.2 Services Term. The initial term of the Agreement is specified in the Order Form ("**Initial Term**") and shall automatically renew for the renewal period(s) specified in the Order Form (each, a "**Renewal Term**") unless either Party gives written notice of termination at least 180 days prior to the end of the Initial Term or the applicable Renewal Term of its intention to terminate (in which case the Term shall not renew and shall terminate at the end of the then effective Initial Term or Renewal Term, as applicable).

12.3 Third Party Products. Client understands that Provider has no control over Third Party Data or other Third Party Products and that Client's and its Authorized Affiliates' ability to access and use the Third Party Data or other Third Party Products may be suspended or terminated in accordance with the terms applicable thereto.

12.4 Early Termination Rights. The Agreement may be terminated:

12.4.1 by either Party, in the event the other Party breaches the Agreement and the breaching Party fails to cure such breach within 30 days after the receipt of reasonably detailed written notice of such breach from the non-breaching Party, subject to the force majeure exception in Section 13;

12.4.2 by either Party, immediately in the event (a) the other Party ceases to operate as a going concern in the ordinary course of business, (b) any general assignment is made by the other Party for the benefit of its creditors, (c) if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other Party's property, or (d) if the other Party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other Party and is not dismissed within 60 days; or

12.4.3 As provided elsewhere in the Agreement or as may otherwise be mutually agreed by both Parties in writing.

12.5 Effect of Termination. Upon termination of the Agreement for any reason, all rights and obligations of the Parties thereunder and all Services shall cease, except as follows:

12.5.1 Client's liability for any charges, payments, fees, costs or expenses due to Provider that accrued prior to the termination date shall not be extinguished, and such amounts shall be immediately due and payable on the termination date.

12.5.2 Client and its Authorized Parties shall have no further right to use the Services, other Provider IP or other property of Provider or its Affiliates and, promptly after the termination date hereof, Client shall deliver to Provider or permanently delete, at Client's expense, all originals and copies of the (i) Ancillary Software; (ii) Documentation; (iii) Confidential Information, and (iv) other Provider IP and property in the possession or under the control of Client and/or its Authorized Parties.

12.5.3 As soon as practicable following Client's written request and payment of all amounts owed by Client to Provider, Provider shall make available to Client, to the extent technically feasible without undue cost or expense, a file, in a standard format, containing on-line, aggregate Client Data in Provider's possession or under its control, in such form as it exists on the date of termination or expiration of the Agreement. Off-line Client Data restores are subject to Provider's applicable fees, costs and expenses. Notwithstanding anything in the Agreement or otherwise, Provider shall have no obligation to maintain or provide any Client Data more than 90 days after termination or expiration for any reason. Thereafter, Provider and its providers may delete all Client Data in their possession or under their control; provided, that Provider may retain a copy in accordance with its bona fide document retention policies, as required by applicable law or as may be otherwise expressly provided in the Agreement.

12.5.4 The provisions of Sections 4.3, 4.5, 4.6, 5, 6.2, 7, 8, 9.4-9.7, 10, 11, 12 and 13 of these Master Terms, and the Parties' obligations thereunder, shall survive any expiration or termination of the Agreement. Additionally, any other obligations of the Parties which by their nature should survive termination shall survive termination of the Agreement.

12.6 Suspension. Without prejudice to its other rights, Provider shall have the right to suspend Client's and its Authorized Parties' access to and use of any Services and other Provider IP (a) upon prior written notice if Client is 30 days or more late paying any amounts due to Provider under the Agreement, or (b) if Provider determines that any such Person has violated the terms and conditions of the Agreement, and in either case Provider may continue such suspension until cure of the relevant breach. Provider shall not be liable for any damages incurred by Client, any Authorized Party or any third party resulting from any such suspension.

13.0 GENERAL PROVISIONS

13.1 Governing Law; Jurisdiction and Venue. The Agreement will be governed by the laws of the State of Delaware and the United States unless otherwise provided for in the table below and will be without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to the subject matter hereof will be the Delaware Chancery Court or any federal court sitting in the State of Delaware unless otherwise specified in the table below, and both Parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto.

Contracting Party (set forth in the Order Form)	Governing Law	Jurisdiction and Venue
Simplicity Marketing Limited	England and Wales	England and Wales
Flashtalking Pty Ltd.	New South Wales, Australia	Any federal court sitting in the courts of New South Wales, Australia

Flashtalking Gmbh	Federal Republic of Germany	Court of Cologne or any federal court sitting in the Federal Republic of Germany
TV Squared, Ltd.	England and Wales	England and Wales

13.2 Compliance. During the Term and for a period of one year thereafter, Provider shall have the right, either itself or through representatives designated by Provider, to verify Client's full compliance with the terms and requirements of the Agreement. Client shall provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. Any such audit shall be performed during Client's normal business hours upon no less than 5 business days' prior written notice. Provider shall bear its own expenses in conducting such inspection, audit and analysis; provided, that should Provider's audit reveal an underpayment of fees of greater than 5%, all expenses and costs incurred by Provider in conducting the audit, inspection or analysis shall be paid by Client. Without prejudice to Provider's rights under this Section 13.2, Client shall periodically, at Provider's request, complete Provider's compliance certification.

13.3 No Third Party Beneficiaries. Except as otherwise expressly provided herein, the Agreement is for the benefit of the Parties, their permitted successors and assigns and does not confer any rights or benefits on any third party, including Authorized Parties.

13.4 Amendments; Waivers. No alteration, amendment, or any other change in or waiver of any term or condition of the Agreement shall be valid or binding on either Party unless such alteration, amendment, change or waiver is made pursuant to a written instrument signed on behalf of each Party by a duly authorized representative thereof. Notwithstanding the foregoing, in the event that, during the Term, the Client or any Authorized Affiliate becomes an Affiliate of another existing customer or client of Provider or its Affiliates (a "**New Client Affiliate**"), Provider may either (x) amend the Agreement to include the New Client Affiliate or all or a portion of its commercial terms, or (y) include Client and/or its Authorized Affiliates in the agreement(s) between the New Client Affiliate and Provider or its Affiliates.

13.5 Assignments. Provider may assign the Agreement and any or all of its rights and obligations herein without Client's approval to its parent company or other Affiliate, or to a successor to Client's business, assets or direct or indirect majority ownership. Client may, conditional upon at least 10 days' prior written notice to Provider, assign the Agreement and all of its rights and obligations therein without Provider's approval to its parent company or an Authorized Affiliate; provided, in each case that the relevant assignee of Client is not a Competitor. Except as otherwise provided above, neither Party may assign or transfer the Agreement (or any of its rights hereunder) without the prior written consent of the other Party. An assignment or transfer shall be deemed to include a direct or indirect change of control, a merger or consolidation, or other assignment by operation of law, regardless of whether the Party affected is the surviving entity in such transaction.

13.6 No Waiver. The failure of either Party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by the other Party of any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

13.7 Severability. If a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of the Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

13.8 No Partnership or Agency. Provider's relationship with Client is that of an independent contractor, and nothing in the Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorizing either Party to act as agent for the other.

13.9 Force Majeure. Neither Party will be liable under the Agreement by reason of any failure, or delay in the performance of its obligations under the Agreement (except for such Party's payment obligations) on account of any act of God or other cause beyond the reasonable control of such Party, including performance or availability of third parties or third party systems.

13.10 Notices. All notices, requests, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by email to the relevant recipient Party set forth on the Order Form. Alternatively, the Provider may provide notices, requests, demands, waivers, and other communications required or permitted under the Agreement to Client via the Services or any Provider Platform through which the Services are provided.

13.11 JURY TRIAL. TO THE EXTENT JURY TRIAL IS AVAILABLE UNDER THE LAWS GOVERNING THE AGREEMENT, AND TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW, EACH PARTY TO THE AGREEMENT HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO (WHETHER AT LAW OR IN EQUITY OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR

INCIDENTAL TO THE AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

13.12 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes all previous and contemporaneous agreements and understandings, whether oral or written, with respect to the subject matter hereof.

13.13 Counterparts; Electronic Execution and Delivery. The Agreement (including the Order Form and/or any other document comprising the Agreement from time to time which requires signatures of one or more Parties) may be executed and/or delivered in counterparts (including counterparts executed and/or delivered by email or other electronic means), all of which together shall be regarded as one and the same instrument.

13.14 No Guarantees of Revenue. Client acknowledges and agrees that (a) by engaging Provider to provide the Services contemplated under the Order Form, it is not assured of any particular level of profits or success, and (b) no claims or assurances of guaranteed levels of performance that might result from its efforts have been made by Provider or any other person or entity authorized to communicate on behalf of Provider.

13.15 Publicity. Provider has the right to: (a) identify Client as Provider's client via its website, social media accounts, press releases, and advertising copies; (b) describe the scope of the relationship, case study information and the Services provided under the Agreement; and (c) use Client's trademarks in connection with such promotion and advertising.

13.16 Injunctive and Other Relief. The Parties acknowledge that if either Party fails to comply with Sections 4.3, 4.5, 4.6, 5, 6.2, 7 and 13.5 hereof, the other Party will suffer irreparable harm for which there may be no adequate remedy at law. Accordingly, if either Party fails to comply with any provisions of the said sections, then the other Party will be entitled immediately to injunctive relief or any other appropriate equitable remedy without the obligation to post a bond or other security or to prove actual damages. The right to seek injunctive relief is not exclusive and is without prejudice to the right to seek any other relief, including monetary damages, which might be available or appropriate under the circumstances, at law or in equity.

14.0 CERTAIN DEFINITIONS; INTERPRETATION

14.1 The capitalized terms below shall have the following meanings wherever used in these Master Terms:

"**Affiliate**" means an entity controlling, controlled by or under common control with a Party to the Agreement where "control" means the ownership or control, directly or indirectly, of more than 50% of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"**Agreement**" refers, collectively, to these Master Terms, the Order Form executed by the Parties, and all policies, documents, exhibits, schedules, addenda, annexes and/or appendices attached or incorporated by reference herein or therein, (including any DPA, SLA(s), Support Policies and the Business Continuity Policy), each as amended from time to time.

"**Ancillary Software**" means any Provider APIs or other software, utilities, or tools that Provider and/or its Affiliates may make available to Client for download on Client's platform, equipment or devices for purposes of facilitating access to, operation of, and/or use with, the Services, pursuant to the Agreement or in connection with the Services.

"**Applicable Data Protection Law**" means any laws, rules and regulations in any jurisdiction (including the United States, Canada, United Kingdom and the European Union) relating to the privacy, security, protection, control, processing or other use of Personal Data if and to the extent applicable to the activities involving Personal Data provided for in the Agreement, as each is amended, supplemented or replaced from time to time.

"**Authorized Affiliates**" means those Affiliates of Client that are named in the Order Form and authorized to use the Services in accordance with the terms of the Agreement.

"**Authorized Parties**" means Authorized Affiliates and Client's and its Authorized Affiliates' authorized employees or parties in each case to the extent such Person's access to and use of Services is limited to Client's and its Authorized Affiliates' own internal business purposes during the Term.

"**Business Continuity Policy**" means Provider's business continuity policy identified in the Order Form, as updated from time to time.

"**Client Application(s)**" means any software application(s) or solution(s) owned or licensed by Client or its Affiliates from a Person other than Provider or its Affiliates.

"**Client Data**" means all information, content and data: (a) inputted or otherwise submitted by Client, Authorized Affiliates and/or other Authorized Parties through the use of the Services; and/or (b) collected or otherwise obtained by Provider and/or its Affiliates on behalf of Client and/or its Authorized Affiliates pursuant to Client's instructions in the Agreement, including Third Party Data.

"**Cloud Services**" means the provision of online access to the Services identified in the Order Form, and the ancillary hosting and data center services rendered by Provider and/or its Affiliates.

"**Competitor**" means any vendor (other than Provider or its Affiliates) or employee of competitive services providing (a) advertising technology solutions (including but not limited to ad serving, creative personalization, or ad serve management software) to advertisers, advertising agencies or media sellers; (b) functionality to model, analyze or measure the unique and/or duplicated reach, frequency or outcomes of advertising and the provision of related analytics; (c) media workflow, financial reconciliation applications or enterprise resource planning to advertisers, advertising agencies or media sellers; or (d) products or services that are similar to products or services provided by Provider of any of its Affiliates.

"**Development Services**" refers to software or other technology development services performed by Provider and/or its Affiliates pursuant to the Order Form.

"**Documentation**" means the technical documentation that Provider and/or its Affiliates provides or makes available from time to time for access to and use of Services pursuant to the Agreement, including SLAs, Support Policies and other user instructions, operating manuals, release notes, technical specifications, system performance information, on-line help files and similar documentation.

"**DPA**" means any data protection addendum, data processing agreement or other agreement or addendum (each as amended from time to time) entered into between the Parties and/or their Affiliates in connection with the processing of Personal Data pursuant to the Agreement, which addendum or agreement (if any) is identified and incorporated by reference into the Order Form.

"**Effective Date**" means the effective date set forth in the Order Form.

"**Feedback**" means any suggestions, comments, ideas, enhancements, recommendations, information or other feedback which Client or its Authorized Affiliates may provide to Provider, its Affiliates and/or any of their representatives or personnel from time to time.

"**Hosted Applications**" means the proprietary software applications developed, owned, operated, and maintained by Provider or its Affiliates (but excluding Third Party Products) accessed and hosted online.

"**Intellectual Property**" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation rights in inventions, technology, patents (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials.

"**License Metrics**" means the limitation on the usage of Services as designated and/or defined in the Order Form or the financial metric(s) used to calculate applicable fees and designated by a term, such as the number of "users", "media spend", "audiences" "billings" and the like (as applicable).

"**Ordering Instruction**" means an instruction provided by Client to Provider through the Provider Platform or via email for the purpose of ordering a feature, functionality or tool (or for the modification or removal of a previously-ordered feature, functionality or tool provided that the same shall not alter or reduce any minimum spend required under an Order Form) made available by Provider from time to time.

"**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"**Personal Data**" means any data that relates to an identified or identifiable natural person or that otherwise meets the definition of "personal data" (or similarly defined term, such as "personal information", "personally identifiable information" or "sensitive personal information") under Applicable Data Protection Law.

"**Production Services**" refers to any creative design and/or development services performed by Provider and/or its Affiliates (including project management, quality control and final quality assurance) pursuant to the Order Form.

"**Products**" means collectively the Software, Provider Platforms, Provider Content and/or work product provided, prepared or developed by Provider and/or its Affiliates pursuant to the Agreement, and all toolkits and any other programs, training materials, tutorials and related Documentation provided by Provider and/or its Affiliates in connection with the foregoing.

"**Professional Services**" refers to the implementation, consulting, integration, training, configuration, maintenance or other services to be performed by Provider and/or its Affiliates pursuant to the Order Form.

"**Provider APIs**" means all application programming interfaces, associated materials and written instructions made available by Provider or its Affiliates to enable programmatic access to certain Services in accordance with the Agreement, including Updates.

"**Provider Content**" means information, data, templates, text, software, music, sound, photographs, graphics, video messages or other material to which Client and/or its Authorized Parties are provided access through the Services, other than Third Party Data. Provider Content excludes Client Data.

"**Provider IP**" means all Products and other Services, all related Documentation, all Intellectual Property resulting from the provision or use of the Services (including Feedback and other New IP) and all rights, titles and interests in the forgoing now or hereafter existing which are recognized in any country or jurisdiction in the world.

"**Provider Platforms**" means Provider's and/or its Affiliates' proprietary platforms and associated technology and systems which may be made available by Provider and/or its Affiliates to Client and/or its Authorized Affiliates as identified in the Order Form.

"**Services**" means the provision of Products and other services to Client by Provider and/or its Affiliates as set forth in the Order Form. For the avoidance of doubt, any Cloud Services, Development Services, Production Services, Professional Services and/or Support Services to be provided by Provider and/or its Affiliates pursuant to the Order Form or otherwise pursuant to the Agreement shall each constitute "Services".

"**SLA**" means documents containing the descriptions of Support Services and performance levels applicable to certain of the Services to be provided pursuant to the Order Form (as such documents may be amended from time to time), which (where applicable) are identified and incorporated by reference into the Order Form.

"**Software**" means the Hosted Applications and Ancillary Software and updates and modifications thereto.

"**Support Services**" means the provision of technical support information and services as further described in the Order Form, applicable SLA(s) and applicable Support Policies.

"**Support Policies**" means technical support information and policies (other than SLAs) applicable to certain of the Services to be provided pursuant to the Order Form (as such documents may be amended from time to time), which (where applicable) are identified and incorporated by reference into the Order Form.

"**Term**," "**Initial Term**" and "**Renewal Term**" are each defined in Section 12.

"**Third Party Data**" means data from third party sources collected or otherwise obtained (including, as the case may be, from the use of Third Party Products) by (a) Provider and/or its Affiliates on behalf of Client pursuant to Client's instructions in the Agreement, or (b) Client directly.

"**Third Party Products**" means Third Party Data and/or other products or services offered by an entity other than Provider or its Affiliates which are (a) provided to Client by Provider on a pass-through, reseller or OEM basis, subject to the third party provider's acceptable use policy, support policies and other policies, terms or agreements or (b) procured by the Client directly. Third Party Products exclude Client Applications.

"**Updates**" means bug fixes, patches, error corrections, minor releases, major releases, platform changes, or modifications or revisions that enhance existing performance without changing the basic functions of the Software or other applicable Services or modifications and alterations to ad formats, platforms, and methodologies used to build, traffic and report on ad formats, but excludes new products, modules, functionality or services for which Provider and/or its Affiliates generally charges a separate fee.

14.2 Interpretation. The titles, subtitles, headings and subheadings used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement. Any term in the singular includes the plural, and any term in the plural includes the singular, in each case as the context may require. All references to "hereof," "herein," "hereunder" and other similar references shall mean and refer to these Master Terms as a whole rather than any particular part of the same. Unless designated as business days, all references to "days" shall mean calendar days. The terms "include" and "including" are not limiting; the use of the word "including" in these Master Terms to refer to specific examples will be construed to mean "including, without limitation" or "including but not limited to" and will not be construed to mean that the examples given are an exclusive list of the topics covered. Any reference to a section number shall refer to a section in these Master Terms.

[END OF MASTER TERMS & CONDITIONS]