

**EXHIBIT A**  
**PLATFORM TERMS**

**WHEREAS**, The Company is the developer and provider of an advertising platform to serve content and advertisements on websites and other Internet-accessible destinations (the "**Platform**"). Through the Platform, The Company offers certain services developed by or licensed to The Company, including among others the: (i) Ad Server, (ii) Ad Player, and (iii) Video Hosting (CDN) (each, a "**Service**" and collectively, the "**Services**"). The Services are made available for its customers to use on a Software-as-a-Service ("**SaaS**") in accordance with the terms stated herein ("**Platform Terms**"); and

**WHEREAS**, Customer wishes to subscribe to access and use those certain Services as specified in The Company's standard order form ("**Order**") accessed by the Customer online through a designated portal (the "**Program**") on a SaaS basis; and The Company wishes to provide a subscription to the Program and the Services to the Customer, all subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. SUBSCRIPTION**

1.1 **AGREEMENT**. These Platform Terms, all Orders executed by the Parties, and all schedules and documents referenced herein shall be collectively referred to as the "Agreement".

1.2 **PROGRAM**. Subject to the terms and conditions of this Agreement, The Company hereby grants Customer a non-exclusive, non-transferable right to access and use the Program and the selected Services, during the Term (as defined below), subject to Customer's compliance with any and all of the terms and conditions set forth in this Agreement, including without limitation, the full payment of the undisputed fees set forth in the Agreement.

1.3 **DOCUMENTATION**. The Company may make available certain Documentation to Customer to be used by Customer solely in connection with Customer's use of the Program during the Term. The Documentation shall be considered part of The Company's Confidential Information (as defined below). Unless context otherwise requires, the term "**Program**" shall include the Documentation. "**Documentation**" means The Company's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by The Company to its Program customers), describing the use, features and operation of the Program.

1. **SERVICES**. In consideration of the full payment of the services fee(s) set forth in the Agreement (the "**Services Fee**"),

The Company shall provide Customer with the Services selected in the Agreement. Customer hereby agrees to cooperate with The Company to enable the provision of the Services and comply with instructions provided by The Company to Customer in connection with The Company's provision of Services hereunder; and acknowledges that the provision of certain Services by The Company may be dependent on Customer providing the foregoing cooperation.

1. **USE OF CUSTOMER ACCOUNT**. A Customer account will be created in connection with Customer's use of the Program (the "**Account**"), to be accessed and/or used solely by employees, agents, clients, and independent contractors of the Customer who are explicitly authorized by Customer to use the Program and for whom subscriptions to a Program have been purchased (each a "**Permitted User**"). Customer acknowledges and agrees: (i) to keep and ensure that Permitted Users keep all Account login details and passwords secure at all times; and (ii) to promptly notify The Company in writing if Customer becomes aware of any unauthorized access or use of Customer's Account or the Program. Customer shall ensure that the Permitted Users comply with the terms of this Agreement and shall be solely responsible for any breach of this Agreement by a Permitted User.

1. **RESTRICTIONS ON USE**. Customer shall only access the Program via the The Company designated web portal or API and in connection with Customer's Account. Customer must not, and shall not allow any

Permitted User or any other third party to: (i) circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce limitations on use of the Program; (ii) violate or abuse password protections governing access to the Program; (iii) allow any third party to use the Program except as permitted herein; (iv) sell, rent, lease, license or timeshare the Program or use it in any service bureau arrangement; (v) copy, modify, reverse engineer, decompile, disassemble or derive, or attempt to derive, the source code of, the Program or any components thereof; (vi) use the Program to develop a competing service or product; (vii) use any automated means to access the Program; (viii) interfere or attempt to interfere with the integrity or proper working of the Program; (ix) access, store, distribute, or transmit during the course of its use of the Services any Malicious Code or unlawful, threatening, obscene or infringing material; (x) use the Program and/or the Services in a manner that would violate applicable data privacy laws or for any other unlawful purpose; and/or (xi) use the Program in any other unlawful manner or in breach of this Agreement. For the purposes of this Agreement, "**Malicious Code**" means software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system. Customer's breach of Sections 3-4 shall be deemed a material breach of this Agreement. If The Company believes that Customer is using the Services in a manner that may cause harm to The Company or

any third party, then The Company may suspend Customer's access to and use of the Services until such time as The Company believes the threat of harm, or actual harm, has passed.

## 1. REPRESENTATIONS.

5.1 MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party hereto represents and warrants to the other Party that:

- a. such Party has the full right, power and authority to enter into this Agreement on behalf of itself and/or any other third party on its behalf as applicable, and to undertake to perform the acts required of it hereunder; (b) the execution of this Agreement by such Party, and the performance by such Party of its binding obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its representations, warranties, terms and conditions and (d) such Party shall conduct its business and perform hereunder in compliance with all applicable laws, rules and regulations.

5.2 CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) it shall take best commercial efforts to ensure that any content published or submitted by Customer, or on its behalf (including by any Permitted Users), to the Program or Services ("**Customer Content**") does not include or link to: (a) sexually explicit, obscene, harassing, defamatory, illegal or misleading; (b) violating or infringing upon the rights of any third party, including intellectual property, privacy or publicity rights; (ii) it owns or has the necessary licenses, rights, consents and permission to publish/upload the Customer Content to the Program and/or Services; (iii) it shall be solely responsible for any Customer Content it uploads to the Program and/or Services ("**Objectionable Content**"); and (iv) it shall ensure that the Services are not deployed or served in connection with or adjacent to any Objectionable Content.

5.3 The Company'S REPRESENTATIONS AND WARRANTIES. The Company represents and warrants that: (a) it is the sole owner of the Program and Services or has secured all necessary licenses, consents and authorizations for operation of the Program and Services; (b) the underlying technology of the Program and Services does not infringe any third-party intellectual property. The Company is not responsible, in any way, for any third-party content submitted or made available via the Services.

1. **DATA.** Each Party agrees to comply with all relevant and applicable privacy policies, laws and regulations as they may change from time to time ("**Relevant Privacy Regulations**"). Each Party agrees to post on its respective website its privacy policy, which shall comply with the Relevant Privacy Regulations. Customer shall ensure that it provides any notice and obtains any consent necessary from its respective end users in connection with the deployment of the Services. Customer hereby allows The Company to collect Data through the embedment of the Services on its respective online properties. "**Data**" shall mean all data transmitted to The Company through the embedment of the Services, in accordance with The Company's privacy policy. The Parties agree that they shall abide by the data protection addendum, as made available here [https://grouprvn.com/docs/Tech\\_DPA.pdf](https://grouprvn.com/docs/Tech_DPA.pdf) ,which is incorporated herein by reference.

1. **RIGHTS AND TITLE.** The Program is licensed and not sold to Customer. All Intellectual Property Rights and all other rights, title and interest of any nature in and to the Program, the Services and any related content and Documentation provided or made available by The Company hereunder, including all modifications, upgrades, customizations and derivative works (whether or not permitted under this Agreement) thereof, are and shall remain the exclusive property of The Company and its licensors. The Company and its licensors reserve any and all rights not expressly granted in this Agreement. Customer retains all of its ownership and Intellectual Property Rights in its Customer Content. For the purposes of the Agreement, "**Intellectual Property Rights**" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; and (vi) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

1. **CONSIDERATION.**

8.1 **SERVICES FEE.** Customer's access to and use of the Program and the selected Services is subject to Customer's payment of the applicable Services Fees for the applicable subscription period in a timely manner in accordance with the terms of this Agreement. Service Fees are not refundable. Customer shall have no right to withhold or set off any amount against amounts owed for alleged defects in any Program or any other demand or claim against The Company.

8.2 **PAYMENT TERMS.** All payments hereunder shall be in accordance with terms stated in the Agreement. Any undisputed amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of:

(i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

8.3 **TAXES.** All fees payable to The Company are exclusive of applicable taxes (including without limitation VAT), withholdings or duties, and the fees set forth in the Agreement are the net amounts which shall be paid by Customer hereunder. All taxes, withholdings and duties of any kind payable with respect to Customer's subscription to the Program or the purchase of Services arising out of or in connection with this Agreement, other than taxes based on The Company's net income, shall be borne and paid by Customer.

1. **TERM AND TERMINATION.**

- 9.1 **TERM.** This Agreement shall be effective as of the Effective Date, and shall continue until either Party terminates the Agreement, with or without reason ("**Term**"), by providing the other Party with a 72 hours prior written notice, except if the Order provides otherwise.
- 9.2 **GENERAL.** Upon termination of this Agreement, Customer shall immediately discontinue all access and use of the Program and shall promptly, but in any event within three (3) business days, permanently delete all copies of the Documentation in Customer's or any of its representatives' possession or control. Nothing herein shall derogate from Customer's payment liabilities incurred prior to termination of this Agreement.
- 9.3 **SURVIVAL.** This Section 9 and Sections 4 (Restrictions on Use), 7 (Rights and Title), 8 (Consideration), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (Indemnification), 13 (Confidential Information), 14 (Jurisdiction and Governing Law), and 15 (Miscellaneous) shall survive termination of this Agreement.
- 9.4 Upon termination or expiration of this Agreement, Client shall pay all unpaid and outstanding fees due through the effective date of termination or expiration of this Agreement.

1. **WARRANTY DISCLAIMER.** BOTH PARTIES ACKNOWLEDGE AND UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH

HEREIN: (I) THE PROGRAM, SERVICES AND CUSTOMER CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER; AND (II) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, NON-INTERFERENCE, ACCURACY, RELIABILITY AND QUALITY OF THE PROGRAM, THE SERVICES AND THE CUSTOMER CONTENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND BOTH PARTIES HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES.

1. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 11, EACH

PARTY FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), LOSS OF PROFITS, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE ABOVE, EXCEPT FOR THE BREACH OF EITHER PARTY'S OBLIGATIONS UNDER SECTION 12 AND/OR SECTION 13, IF EITHER PARTY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, EACH PARTY'S AGGREGATED LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY IS LIMITED TO THE CONSIDERATION CUSTOMER ACTUALLY PAID TO The Company HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT.

1. **INDEMNIFICATION.**

- 12.1 Each Party (the "**Indemnifying Party**") hereby agrees to defend and indemnify the other Party and its officers, directors, shareholders, corporate affiliates, agents, successors and assigns (the "**Indemnified Party**") against any damages awarded against the Indemnified Party by a court of competent jurisdiction, or paid in settlement or otherwise, in connection with a third party claim, suit or proceeding arising out, of or related to the Indemnifying Party's breach of any of its representations or warranties set forth herein
- 12.2 Without derogating from the foregoing defense and indemnification obligation, if The Company believes that the Program, or any part thereof, may infringe, then The Company may in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Program; (ii) replace or modify the allegedly infringing part of the Program so that it becomes non-infringing while giving substantially equivalent performance; or (iii) terminate this Agreement immediately, and in such event Customer shall receive a prorated refund of any fees paid for the unused portion of the applicable subscription period. This Section 12.2 states The Company's entire liability and Customer's exclusive remedy for any claims of infringement.
- 12.3 GENERAL. The defense and indemnification obligations of the Indemnifying Party under this section are subject to: (i) the Indemnifying Party being given prompt written notice of the claim; (ii) the Indemnifying Party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the Indemnified Party providing cooperation and assistance, at the Indemnifying Party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the Indemnifying Party's defense of or response to such claim; except if there is any conflict of interest between the Parties or the Indemnifying Party has failed to defend such claims, in such event the Indemnified Party shall have the right to appoint their own legal counsel, at the Indemnifying Party's expense.

6

### **13. CONFIDENTIAL INFORMATION.**

13.1 Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. Notwithstanding the foregoing, Confidential Information shall not include information which the receiving party can demonstrate with written documents: (i) was already know to the receiving party prior to the disclosure; (ii) is independently developed by or for receiving party without reference to or use of the Confidential Information; or (ii) which at the time of disclosure by the disclosing party is generally available to the public or thereafter becomes generally available to the public other than through a breach of any obligation under this Agreement caused by an act or omission on the part of the receiving party. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party. The terms of this Agreement are deemed The Company's Confidential Information; however, Customer may disclose the terms herein to its advisers, subject to a confidentiality undertaking similar to the above.

13.2 Customer undertakes that during the term of the Agreement it shall use the The Company Services as they are and shall not tamper or make use of the The Company platform and/or software and/or adserver (the "The Company Exclusivity") for any other purpose.

### **1. JURISDICTION AND GOVERNING LAW.**

**14 Agreement was entered between Customer and The Company Ltd** – This Agreement shall be governed by and construed under the laws of the State of Israel without reference to principles and laws relating to the conflict of laws. The competent court of the District of Tel Aviv, Israel, shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

1. **MISCELLANEOUS.** Each exhibit that is attached hereto is incorporated herein by this reference. Any purchase order entered into between the Parties shall be deemed to incorporate the terms of this Agreement. This Agreement shall constitute the full Agreement between the Parties with respect to its subject matter and shall supersede any and all prior agreements and understandings relating thereto. No change or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. Except to its successor in the event of a merger or sale of all or substantially all of a party's assets or a change in control effected by a sale of a Party's voting securities, this Agreement and any rights or obligations hereunder may not be transferred or assigned by either Party without the prior written consent of the other Party. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns, and the agreements and undertakings contained herein shall be deemed to be made by and be binding upon the foregoing. If any of the terms contained in this Agreement shall, for any reason, be held to be void or unenforceable, it shall not affect the validity or enforceability of any other term in this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce each such provision thereafter. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. This Agreement may be executed in facsimile counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing, by fax, email or mail and shall be sent to the address for each Party set forth on the first page of this Agreement, or at such other address as shall be given by either Party to the other in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by a facsimile or an email followed by a written or electronic confirmation; (b) two (2) days after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified mail.

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7

## **EXHIBIT B**

### **MARKETPLACE TERMS**

The 4A Terms are hereby amended as follows:

1. **Definitions**
  - a. The term "**Agency**" is replaced with the term "**The Company**". The Company means The Company Inc. acting as the Ad provider regardless whether The Company sources the Ads directly or through the use of an ad sales ad networks or any other demand side platforms.
  - a. The definition of the term "**Advertiser**" is entirely replaced with the following: "Advertiser means a person or entity providing that has contracted with The Company to purchase or to have The Company purchase the Deliverables for the purpose of serving the Ads on the Sites".
  - a. The term "**Media Company**" is replaced with the term "**Publisher**".
  - a. The definition of the term "**Third Party**" is amended to remove the term "**Advertiser**" from the definition.
1. **Ad Placement and Positioning**
  - a. Section II.a. is amended to add the following: The Publisher will (a) display the Ads served by the The Company, without modification, only on the Sites and in the manner and location required by the The Company; (b) not edit or modify the Ads in any way without the The Company's written approval; (c) adhere to the The Company's instructions in this respect, which may be provided from time to time.
  - a. Section II.b. is amended to add the following: The Publisher is solely responsible for the ownership, development, maintenance and operation of the Sites, the content (including video content and other digital video advertisements (other than the Ads)) provided within or displayed on the Sites, the technology used by the Publisher in connection with the Sites and the means by which visitors access

the Sites (collectively, the "Content"). The Publisher acknowledges that it neither owns nor acquires any rights in and to the Ads not expressly granted by the 4A Terms or this IO.

- a. Section II.d. is amended to add the following: The Publisher hereby represents and/or commits that that the Sites and/or the Content (i) is owned or validly licensed for use by the Publisher, (ii) does not constitute defamation, libel or obscenity, (iii) does not violate applicable laws or regulations, (iv) does not contain depictions of or promote illegal content; (v) does not infringe or violate any intellectual property right, or otherwise violates or breaches any duty toward, or rights of, any person or entity, including without limitation rights of privacy and publicity, and (vi) does not result in any consumer fraud, product liability, breach of contract to which Publisher is a party or causes injury to any third party. Sections (i)-(vi) above add to and do not derogate from the Publisher's obligations under Section II(d) of the 4A Terms and shall be deemed to be added to the definition of Editorial Adjacency Guidelines.

1. **Payment, Payment Liability and Reporting**

- a. Section III.b. is hereby deleted in its entirety and replaced with the following: Within 60 days after the end of each calendar month, The Company will remit the Net Revenue Share (as defined below) to Publisher for such calendar month.
- a. Publisher will receive as payment a percentage of the Net Revenue or an agreed floor price from the Net Revenue for Ads placed on Sites hereunder, based on the ad impression levels of the preceding month set forth in the table above ("**Net Revenue Share**"). Invoices will be based solely on The Company's numbers and no other measurements or statistics of any kind will be accepted or have any effect hereunder.
- a. Notwithstanding the foregoing, if the amount payable to Publisher for any given month is less than \$500, The Company may roll such amount over to the subsequent payment period until the amount payable reaches a minimum of \$500. Payment to The Company will be paid via wire transfer. All payments will be made in U.S. dollars.
- a. No payment shall be made hereunder in connection with (i) any clicks or impressions on Ads served on the Sites, that have been engaged with anything other than natural persons viewing actually displayed Ads in the normal course of using any device ("Fraudulent Activity"). Without limiting the foregoing, Fraudulent Activity shall include: (a) inclusion or counting of views or clicks by a natural person who has been engaged for the purpose of viewing the Ads (including, without limitation, employing any means to induce, encourage, incentivize or trick the end user into viewing or clicking on the Ads);

(b) non-human visitors (e.g. bots); (c) inclusion or counting of views that are not actually visible to the human eye, discernible to human senses or perceived by a human being; (d) masking or cloaking the Site's URL, or employ any means

8

to obscure the true source of traffic, or conceal conversions; (e) artificially inflating or generating automated, fraudulent or otherwise invalid impressions, inquiries, views, clicks or conversions; or (f) automatic redirection of visitors, blind text links, misleading links or forced clicks. In the event that Publisher has already received payments for actions that are found to be Fraudulent Activity, The Company reserves the right to seek credit or remedy from future earnings or to demand reimbursement.

- a. For each user, Publisher will provide such information available to it, as reasonably required by The Company from time to time for traffic tracking and fraud detection. Publisher will provide this information at the time a Request is sent to The Company. The parties will cooperate in a commercially reasonable manner to minimize Fraudulent Activity, provided, The Company, or any third party on its behalf shall determine the validity of all traffic in its reasonable sole discretion in accordance with the guidelines published by the Interactive Advertising Bureau.
- a. Section IV(b) shall be deleted and replaced with the following: "Agency Reporting. Publisher approves that Agency shall track the delivery of Ads and the performance of campaigns through Agency's tracking system and/or a Third-Party Ad Server that will run on Publisher's properties ("Agency Reporting"). Measurement of the performance of the campaign (e.g. impressions or clicks) and all

payments due under these Terms shall be calculated solely based on Agency Reporting. Agency will make online reporting available to the Publisher.

- a. Notwithstanding the foregoing, Publisher acknowledges that any information included in Agency Reporting is subject to Publisher's traffic quality and the measurements reported by the Advertisers and are thereby subject to adjustments or modifications by Agency at all times."

#### 1. **Cancellation and Termination**

Notwithstanding anything to the contrary in Section V, either party may terminate this IO at any time, with or without cause, and with no further financial obligation on the part of such party (except payment for The Company in consideration for ads delivered up to the termination date) upon giving 72 hours' prior written notice to the other party.

#### 1. **Ad Materials**

- a. Section IX.g. is amended to add the following: "Notwithstanding the foregoing, either party may reference in its marketing materials or on its website that the party is a partner of the other party and such party may use the trademark and logo of the other party to do so."

#### 1. **Indemnification**

In section XII(a), the following sentence "or (iii) Advertising Materials provided by Publisher" shall be replaced with the following: "(iii) the Sites, or (iv) Advertising Materials provided by Publisher".

Publisher acknowledges and agrees that The Company is not in fact an agent of Advertiser, but a conduit for Advertisers to reach a network of publishers. Therefore, Section X.c. (which states that The Company is an agent) is hereby deleted in its entirety. The Company will have no liability to Publisher or its Affiliates for breach by Advertisers, or liability caused by Advertisers.

#### 1. **Limitation of Liability**

- a. Section X is amended by adding the following: "Notwithstanding any other provision herein to the contrary, in no event shall The Company aggregate liability exceed the amount paid by The Company to Publisher during the 12-month period prior to the date the liability first arose."
- a. Section X is amended by adding the following paragraph: "10. WARRANTY DISCLAIMER. THE SERVICES, THE TECHNOLOGY, THE ADS MATERIALS AND ALL OTHER CONTENT, DATA, MATERIALS AND DOCUMENTATION PROVIDED IN CONNECTION

WITH THIS AGREEMENT BY THE COMPANY AND ITS SUPPLIERS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE COMPANY AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE OR VIRUS-FREE.

#### 1. **Non-Disclosure, Data Usage and Ownership, Privacy and Laws**

- a. Publisher understands and agrees that The Company collects non-personally identifiable data in connection with serving Ads on the Sites and Publisher agrees that it will not pass any personally identifiable information to The Company. The Company has the right to use and disclose such data for any purpose which is not inconsistent with The Company's privacy policy, which can be found at <http://www.TheCompany.com/privacy>. Publisher will ensure that each of the Sites on which Ads are displayed contains an



effective and enforced privacy policy that (i) discloses (A) the usage of third-party technology and (B) the data collection, sharing and usage of user information; and (ii) complies with all applicable privacy laws and regulations. Publisher will obtain all legally required consents from users for the data collection, sharing and usage resulting from the placement of Ads hereunder. The Publisher hereby represents and/or commits that none of the Sites is a "Child Property", which means a service that may be directed at children under age 13 or through which Publisher knowingly collects "personal information" (as that term is defined by Children's Online Privacy Protection Act ("COPPA")) from children that are under age 13.

- a. Section XIII.b. is amended by adding the following words: "Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which the Recipient can prove it was in its possession, by written records, prior to its disclosure, through no fault or breach of Recipient."
- a. Section XIII.c. is amended by adding the following: "viii. 'The Company Data' means all data that it collects following the purchase of a particular impression or unit of the of mobile ad inventory using its own technology independently of Publisher and the Publisher Sites."
- a. The first sentence of Section XIII.h. is hereby deleted in its entirety and replaced with the following:  
"The Company will use the

Collected Data: (i) to serve an Ad following purchase of a particular unit of mobile ad inventory, (ii) to disclose aggregate statistics about purchases made by The Company, (iii) for general campaign performance reporting to its Advertisers, (iv) to determine the amounts to bid or pay for such impression or unit of mobile ad inventory. The Company owns all The Company Data. The Parties agree that they shall abide by the data protection addendum, as made available here:

[https://grouprvn.com/docs/Monetization\\_DPA.pdf](https://grouprvn.com/docs/Monetization_DPA.pdf) is incorporated herein by reference."

- a. New Section XIII.H is added as follows: "Publisher acknowledges that it neither owns nor acquires any rights in and to any

The Company's Ad Materials or all technology employed by RVN Digital LTD (or any third party on its behalf) to manage and deliver the Ads in connection with the Services, including without limitation the API (the "Technology") not expressly granted by this Agreement."

#### 1. **Miscellaneous**

- a. The second and third sentences of Section XIV.d. are hereby deleted in their entirety and replaced with the following: "All

IOs will be governed by the laws of the State of New York, without reference to conflict of laws principles. Publisher and The Company (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these amended Terms) will be brought solely in the federal or state courts located in the Southern District of New York and the parties consent to the jurisdiction of such courts.

- a. Section XIV.b. is amended by adding the following to the end of the first sentence: "Notwithstanding the foregoing, either party may assign the 4A Terms and IOs thereunder without the other party's prior written approval (i) pursuant to a merger or a sale of all or substantially all of its assets or capital stock; or (ii) to any successor or assignee of all or substantially all of the assignee's business."

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## **EXHIBIT C**

### **HOSTING TERMS**

**WHEREAS**, The Company is the licensed provider of the Hosting Service, which are made available for its Customers to use on a SaaS basis in accordance with the terms of this Agreement; and

**WHEREAS**, Customer wishes to subscribe to access and use the Hosting Services as set forth in the Agreement accessed by the Customer on a SaaS basis; and The Company wishes to provide a subscription to the Hosting Services to the Customer, all subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and terms contained herein ("**Hosting Terms**"), the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **1. HOSTING SERVICE.**

- 1.1 **GENERAL**. The terms set forth in the Hosting Terms shall apply to the provision of the Hosting Services, including the network of servers and other network assets, owned, operated or otherwise licensed for use by The Company and offered to Customer for carriage of Customer's traffic under this Agreement.
- 1.2 **ORDER**. Customer may order the Hosting Services by executing The Company's standard order form ("**Order**"). The Order becomes effective when fully executed by both Parties. The Hosting Services ordered are provided subject to the Hosting Terms, the Platform Terms and any and all subsequent Orders executed by the Parties (collectively, the "**Agreement**"). Hosting Service descriptions, billing methodologies, usage requirements and related terms are set forth in the Order. All rights in the Hosting Services are reserved to The Company. Nothing herein shall be construed as degrading from the terms set out in the Platform Terms, which shall apply to the provision of the Hosting Services.
- 1.3 **NO RESELL**. Customer shall not resell the Hosting Services to a third party nor enter into any similar relationship with a third party to enable the purchase or use of the Hosting Services through Customer. For purposes of the foregoing, end-users accessing Customer's web site are not considered to be using the Hosting Services.
- 1.4 **THIRD PARTY SUPPLIERS**. Customer is aware that the Hosting Services may be performed by an authorized sub-contractor of The Company or its third-party suppliers ("**The Company Suppliers**"). Customer acknowledges that The Company's ability to grant Customer a license to use the Hosting Services or The Company's ability to provide the Hosting Services is subject to all leases, licenses, and/or other agreements (each a "**Supplier Agreement**") between The Company and The Company's Suppliers. In the event of the expiration or termination of any applicable Supplier Agreement, The Company may terminate the affected Hosting Services upon written notice to Customer without any liability to Customer. The Company agrees to make reasonable efforts to give at least thirty (30) days prior written notice to Customer (or, if it is not possible to give 30 days' notice, as much notice as possible under the circumstances) of the termination or expiration of the Supplier Agreement governing The Company's delivery of the Hosting Services to Customer, or any other condition arising under such Supplier Agreement which may adversely affect Customer's use of the Hosting Service or The Company's ability to provide the Hosting Service.
- 1.5 **CHARGES**. With respect to the monthly traffic charges for the provision of the Hosting Services, Customer will be charged based on the amount of GB transferred or the amount of storage used for each month for the Hosting Service. Customer traffic for purpose of invoicing will include all ingress traffic and egress traffic related to the Hosting Service. The amount of GBs transferred through the Hosting Service shall be calculated by The Company each calendar month.
- 1.6 **MODIFICATION**. The Company reserves the right to modify its Hosting Services, including its components and system configuration or routing configurations at any time without prior notice to Customer. The Company may, at its sole discretion and without liability, change or modify the features and functionalities of a Hosting Services or modify or replace any hardware or software in the Hosting Services or in equipment used to deliver any Hosting Services, provided that there is no material adverse effect on the ordered Hosting Services. The Company may, upon such notice as is reasonably practicable under the circumstances, perform scheduled or emergency maintenance (including temporary suspension of a Hosting Services as necessary), either by it or by its subcontractors or service providers, to maintain or modify the Hosting Services or any component thereof. Hosting Services' suspensions for the purposes of scheduled or emergency network modification or preventative maintenance shall not be counted as outage time.

## 1. RESTRICTIONS ON USE.

- 2.1 GENERAL. The restrictions set out below on use of the Hosting Services by a Customer shall apply equally to the Customer's employees and any other person or entity that is provided access to the Hosting Services directly or indirectly by the Customer ("**Users**"). Customer shall (i) ensure that its Users comply with the restrictions herein and (ii) be responsible for violations of these restrictions by Customer or its Users.
- 2.2 GENERAL CONDUCT. Unless otherwise expressly permitted in writing by The Company, Customer may not assign, transfer, distribute, resell, lease or otherwise provide access to any third party to the Hosting Services, or use the Hosting Services with or for the benefit of any third party (other than Internet end users). Customer may only use the Hosting Services for lawful purposes and in accordance with the restrictions herein. Customer is aware that the use and/or access to the Hosting Services is enabled via a link that will be communicated to Customer ("**Link**"). Customer is solely responsible for securing the confidentiality of the Link, and shall be responsible for any authorized or unauthorized use of the Link by Customer's employees, representatives or any third parties, including with respect to any content transmitted or submitted via the Link and any charges or fees incurred in connection with the foregoing.

11

2.3 RESPONSIBILITY FOR CONTENT. Customer is solely responsible for all content and applications, including any third party content or applications, provided to The Company for delivery by the Hosting Services, including (i) any content published or made available through the Hosting Services by Customer and its Users and (ii) compliance with all laws applicable to the publication and distribution of such content ("**Customer Content**"). Customer shall be solely responsible for maintaining a copy of its content. Customer retains all right, title and interest in its Customer Content and Customer Content shall not be deemed part of any Hosting Service. Customer acknowledges that The Company does not assume and should not be exposed to Customer's business and operational risks associated with Customer Content. Customer shall defend, indemnify, and hold The Company harmless as a result of any claim by a third party against The Company with respect to any Customer Content or misuse of a Hosting Service by Customer. The Company takes no responsibility for any Customer or Customer Content created, accessible or delivered on or through the Hosting Services. The Company does not monitor or exercise any editorial control over such content.

2.4 INAPPROPRIATE AND ILLEGAL CONTENT. Customer shall not use the Hosting Services to transmit, distribute or store material that is inappropriate, as reasonably determined by The Company, or material that is illegal, infringing upon any third party right, defamatory, libelous, indecent, obscene, pornographic, or inconsistent with the generally accepted practices of the Internet community. Customer shall ensure that its and its Users' use of the Hosting Services and all content transmitted, distributed or stored on the Hosting Services do not violate any applicable domestic or foreign laws or regulations including but not limited to laws relating to content distribution, encryption or export or any rights of any third party. Customer shall not use the Hosting Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Hosting Services, or any other network, equipment or Users.

2.5 RIGHTS. Customer shall not use the Hosting Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information.

2.6 FRAUDULENT/MISLEADING CONTENT. Customer shall not use the Hosting Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

2.7 EMAIL AND SPAM. Customer shall not use the Hosting Services to send unsolicited e-mail messages or USENET postings, including, without limitation, bulk commercial advertising or informational announcements ("spam"). Further, Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Hosting Services. In addition, Customer shall not use the Hosting Services to (a) send e-mail messages or USENET postings which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages or USENET postings to a recipient who has indicated that he/she does not wish to receive them, (c) send e-mail messages or USENET postings with forged header information, or (d) send malicious e-mail messages or USENET postings, including, without limitation, "mailbombing." The Company reserves the right to charge Customer at The Company's standard rates for time required to handle any complaints that Customer or User violate this Email and Spam section.

2.8 SECURITY VIOLATIONS. Customer is prohibited from violating or attempting to violate the security of the Hosting Services, or any third party network, system, server, or account, including, without limitation, engaging

in any of the following activities: (a) accessing data, servers, accounts, databases, etc. which such Customer is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "denial of service" attacks, or "crashing," (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (e) taking any action in order to obtain services to which such Customer is not entitled, or (f) attempting to utilize another party's account name or persona without authorization from that party. Customer is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Hosting Services.

#### **1. The Company RIGHTS AND REMEDIES.**

- 3.1 If Customer becomes aware of any content or activity that violates this Agreement, Customer shall take all necessary action to prevent such Content from being routed to, passed through, or stored on the Hosting Services. To the extent The Company becomes aware of any content or activities that The Company deems, in its sole discretion, to be in violation of this Agreement, The Company may immediately block access to such content, suspend or terminate any affected Hosting Services, or take any other actions The Company deems appropriate.
- 3.2 The Company reserves the right to terminate or suspend services if the continued provision of services would violate law or otherwise harm Hosting Services or customers. The Company also reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that The Company deems responsible for the wrongdoing. The Company will endeavor to provide notice to Customer prior to suspension or termination of Hosting Services but may immediately suspend or terminate in instances where continued provision of Hosting Services would have a material adverse effect on The Company. The Company shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from The Company's exercise of its rights under this Agreement.