

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “**General Terms**”), together with the Publisher Data Terms and the applicable signed Service Order comprise the “**Agreement**” between Customer and AdFlow Media L.L.C-FZ, a company incorporated under the laws of United Arab Emirates and having its principal place of business at The Meydan FZ, Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E with regard to the provision of the Products and Services (as defined below) by AdFlow Media.

1. Definitions and Interpretation.

The following definitions and rules of interpretation shall apply in these General Terms: “**Affiliate**” means an entity that directly or indirectly (through one or more intermediaries) controls, is controlled by or under common control with a party; “**Commercial Terms**” means any order form for the Products and Services and any Professional Services Annex that is executed between AdFlow Media and Customer and incorporates these General Terms by reference; “**Customer**” means the entity identified in the Commercial Terms as ‘Customer’; “**Customer Content**” means all content and materials (including all intellectual property rights therein), transmitted to and from each Property (as defined below) for which the Products and Services are engaged; “**Customer Data**” means any information, including user data (for example in respect of ad calls and bid requests, and any segment data) that AdFlow Media collects, uses or stores pursuant to the Agreement; “**Data Protection Laws**” shall have the meaning given to it in the Publisher Data Terms; “**Demand Partner**” means a media buying source that is under contract with AdFlow Media or a AdFlow Media Affiliate; “**AdFlow Media**” means the AdFlow Media entity identified in the Commercial Terms as ‘AdFlow Media’; “**Impression**” means an ad impression; “**Indirect Transaction Taxes**” means any relevant VAT, goods and services tax (“GST”), sales, use or consumption or similar tax, fee or impost imposed, levied or assessed by any governmental agency or otherwise payable, but does not include any related penalty, fine or interest thereon; “**Insertion Order**” means a contract between AdFlow Media and an advertiser or agency on the advertiser’s behalf permitting the display of advertising to Inventory; “**Inventory**” means online advertising inventory on Properties; “**License Term**” means the earlier of: (i) the duration of the license for the applicable Products and Services from the Start Date until the End Date as stated in the Commercial Terms; or (ii) any shorter term arising from a termination or expiry of this Agreement; “**Personal Information**” shall have the meaning given to it in the applicable Data Protection Laws; “**Products and Services**” means the products and/or services set out in Attachment 1 of the applicable Commercial Terms; “**Property**” means a website, device, mobile application or other digital media property for which the Products and Services are engaged, as set out in the Commercial Terms; “**Professional Services**” means the services provided by AdFlow Media or its affiliates and set out in the Professional Services Annex (if any); “**Professional Services Annex**” means the annex to the Commercial Terms, setting out the Professional Services to be provided by AdFlow Media (if any); and “**Publisher Data Terms**” means the terms described as such and attached at Appendix 1 to this Agreement. The words “**include**”, “**including**”, “**in particular**” and any similar words or variations of these words shall be construed to mean include without limitation and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

2. AdFlow Media Products.

- 2.1. **License.** Subject to the terms and conditions of this Agreement, AdFlow Media grants Customer, during the License Term, a non-exclusive, non-transferable license to: (i) use and access the Products and Services (including any software AdFlow Media provides to Customer in connection with the Products and Services) in accordance with and as permitted under the Commercial Terms; and (ii) access or receive analytics and reporting data made available by the Products and Services through AdFlow Media interfaces. AdFlow Media hereby reserves all rights in and to the AdFlow Media Products and Services that are not expressly granted to Customer pursuant to the Agreement.
- 2.2. **Professional Services.** Where specified in a Professional Services Annex, AdFlow Media may provide materials to Customer in the course of providing Professional Services. Without limiting or modifying any license granted to Customer for the Products and Services, AdFlow Media grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by AdFlow Media in performing the Professional Services (“**Deliverables**”) solely in connection with use of the Products and Services for Customer’s direct beneficial business purposes during the License Term. Customer agrees that AdFlow Media may use subcontractors in the performance of the Professional Services. Where AdFlow Media subcontracts any of its obligations concerning the Professional Services, AdFlow Media will not (without Customer consent) be relieved of its obligations to Customer under this Agreement.

3. Term and Termination.

- 3.1. This Agreement applies to each of the Products and Services from the Start Date of the applicable Commercial Terms until the End Date of the applicable Commercial Terms, unless terminated earlier under this Agreement.
- 3.2. Without prejudice to any other right to terminate set out in this Agreement or any other right or remedy available to it, either party may terminate this Agreement in whole or in part by giving written notice to the other party in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, if:
 - 3.2.1. the other party commits a material breach that remains uncured after the expiration of 30 days’ written notice (given in accordance with section 11.3 of this Agreement) specifying the basis for the breach.
 - 3.2.2. (i) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (“**IA 1986**”) as if the words “it is proved to the satisfaction of the court” did not appear under section 123(1)(e) or 123(2) of the IA 1986; (ii) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; (iii) the other party applies to court for, or obtains, a moratorium under Part 1A of the IA 1986; (iv)

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (v) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party; (vi) the holder of a qualifying floating charge over the assets of that other party has or become entitled to appoint or has appointed an administrative receiver; (vii) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; (viii) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (ix) the other party has wound up or liquidated its business, voluntarily or otherwise; (x) the other party suffers or permits the appointment of a conservator or receiver for its business or assets or any similar action by a governmental entity for the purpose of assuming operation or control of the other party due to the financial condition of the other party; or (xi) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in section 3.2.2(i) to (x) (inclusive).

- 3.3. Without prejudice to any other right to terminate set out in this Agreement, or any other right or remedy available to it, where AdFlow Media identifies Invalid Traffic on a Customer Property, AdFlow Media may, at its sole discretion, either suspend all or any part of the Products and Services used by Customer (“**Suspend**”) or terminate the Agreement (“**Terminate**”). Where AdFlow Media chooses to Suspend or Terminate it will provide notice to Customer, in accordance with section 11.3 of this Agreement, of its decision to Suspend or Terminate and the suspension of all or any part of the Products and Services used by Customer or termination of the Agreement will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement.
- 3.4. Upon expiration or termination of this Agreement or any License Term for Products and Services: (i) the licenses and associated rights to the Products and Services will immediately terminate; (ii) AdFlow Media will cease providing the applicable Products and Services; (iii) Customer will promptly remove all references and links to the Products and Services from Customer Properties; (iv) each party will be responsible for payment of any monies (including any fees and expenses) due to the other party for any period prior to the effective date of such expiration or termination; and (v) each party will return or destroy any of the other party's Confidential Information (as defined herein) then in its possession.

4. Fees and Payment.

- 4.1. The fees and payments applicable to the Products and Services are set out in the Commercial Terms.
- 4.2. **Indirect Transaction Taxes.** All amounts payable by the parties (including any non-monetary consideration) shall be exclusive of any applicable Indirect Transaction Taxes. If any amounts payable by a party hereunder are subject to Indirect Transaction Taxes payable by one party (the “**Service Supplier**”), that party may invoice and charge such Indirect Transaction Taxes to the other party (the “**Service Recipient**”) and the Service Recipient shall pay the amount thereof to the Service Supplier. If any amounts payable by a party hereunder are subject to Indirect Transaction Taxes payable by the Service Recipient under a reverse charge, self-assessment, or withholding procedure, the amounts payable by the Service Recipient shall not be reduced by such Indirect Transaction Taxes.
- 4.3. To the extent any tangible items are provided to Customer or returned to AdFlow Media, cross border, then Customer shall be the importer or exporter of record, respectively, as appropriate and responsible for applicable import/export taxes.
- 4.4. **Taxes – Payments from Customer to AdFlow Media.** All amounts payable by Customer to AdFlow Media under this Agreement do not include any such amount as may be applicable for taxes, nor any other levy and/or tribute to which they may be subject under any current or future provision, which if due shall be paid in addition by Customer. Customer is responsible for and agrees to pay any sales, use, excise, withholding, levy, or other taxes, fees or duties that apply to the provision and/or use of the Products and Services, including any digital services taxes (but excluding AdFlow Media's employment taxes and taxes based on AdFlow Media's net profit, which AdFlow Media will pay) (“**Taxes**”, and the term “**Tax**” shall be construed accordingly). If AdFlow Media has any legal obligation to pay or collect Taxes for which Customer is responsible under this section 4, the actual amount will, at AdFlow Media's discretion, either be deducted from amounts payable to Customer or invoiced to and become payable by Customer. If Customer is required, pursuant to any applicable present or future law, rule or regulation, any competent governmental or other administrative body, to make any deduction or withholding in respect of Taxes or otherwise from any amount or amounts payable to AdFlow Media pursuant to this Agreement, Customer shall: (i) pay to AdFlow Media an additional amount as will, after the deduction or withholding has been made, leave AdFlow Media with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding; (ii) pay to the relevant taxation authority within the period permitted by law the amount of such withholding or deduction; and (iii) provide AdFlow Media with written evidence (satisfactory to AdFlow Media) that it has made the payment to the relevant tax authority. If, as a result of any change in circumstances after the date of this Agreement, including any change in (or in the interpretation, administration, or application of) any applicable law or double tax treaty or any published practice or published concession of any relevant tax authority, AdFlow Media is reasonably likely to bear a materially increased Tax cost, the parties agree to consult (acting reasonably) with a view to taking such steps as are reasonably available to them to restructure the arrangements governed by this Agreement to mitigate the burden that is or is reasonably likely to be borne by AdFlow Media without prejudicing Customer relative to the position that it was assumed to be in at the date of this Agreement. Without prejudice to any other right to terminate set out in this Agreement or any other right or remedy available to it, AdFlow Media may terminate this Agreement by giving 30 day's written notice to Customer in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, if the parties cannot agree within 30 days of written notice from AdFlow Media (in accordance with section 11.3 of the Agreement, which notice will take effect

immediately on deemed receipt of the notice under section 11.3.2 of this Agreement) to restructure the arrangements to mitigate the burden borne or likely to be borne by AdFlow Media,

- 4.5. **Taxes – Payments from AdFlow Media to Customer.** To the extent that AdFlow Media is required by law to deduct withholding or similar Taxes from payments made under this agreement, AdFlow Media will deduct such Taxes from the amounts payable to Customer and remit them to the appropriate government authorities.
- 4.6. **Tax Indemnity.** Customer shall indemnify AdFlow Media and its Affiliates for any taxes, interest and/or penalties imposed by any tax authority that may become payable as a result of Customer's failure to pay any such taxes in connection with payments made under this Agreement when due and required by applicable law.
- 4.7. **Suspension.** If AdFlow Media has not received any payment within the relevant period set out in the Commercial Terms, then AdFlow Media may suspend the provision of the applicable Products and Services to Customer upon no less than 10 days' prior written notice in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, until payment is made. Any suspension of the Products and Services as provided by this section will not relieve Customer from its obligation to pay all amounts due.
- 4.8. **Set Off.** AdFlow Media may at any time, without notice to Customer, set off any liability of Customer to AdFlow Media against any liability of AdFlow Media to Customer, under this Agreement (or, to the extent permitted by applicable law, any other agreement between the parties). If the liabilities to be set off are expressed in different currencies, AdFlow Media may convert such liabilities at the rate as published in the Wall Street Journal at the time of conversion for the purpose of set-off. Any exercise by AdFlow Media of its rights under this section 4.8 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

5. Terms of Use.

- 5.1. **Use of AdFlow Media Products and Services.** Customer will not use the Products and Services other than as expressly permitted under this Agreement. Customer will abide by, and will not knowingly cause AdFlow Media or its Affiliates to contravene, any and all laws, regulations, rules, and industry guidelines that are applicable to its use of the Products and Services, including the Digital Advertising Alliance's Self-Regulatory Principles, the Network Advertising Initiative (NAI) Code of Conduct, European Principles published by the European Interactive Digital Advertising Alliance (EDAA), and the Self-Regulatory Principles published by the Digital Advertising Alliance of Canada (DAAC) (or later published or replacement versions of any of the foregoing). Customer may use the Products and Services on behalf of any other person or entity that makes Inventory available to Customer for monetisation, provided that all such Inventory shall be deemed to be Customer's Inventory for the purposes of this Agreement (and all references to "Inventory" shall be construed accordingly). Customer shall be responsible for all Inventory in every respect as if such were Customer's Inventory. Customer permits AdFlow Media to serve ads on Properties and grants AdFlow Media the right to access, index and cache Properties or any portion thereof (including by automated means). AdFlow Media may in its sole discretion refuse to serve an ad on any Property at any time during the License Term.
- 5.2. **Industry standards.** Customer shall: (i) comply with industry standards applicable to the Products and Services from time to time in force, including: 'IAB UK's Gold Standard 2.0'; the Trustworthy Accountability Group (TAG); and Media Rating Council (MRC); and (ii) perform (or procure the performance of) all further acts and things, as may be required to assist AdFlow Media in maintaining compliance with industry standards, including listing AdFlow Media in its '(app-) ads.txt' file (as required by IAB UK's Gold Standard 2.0).
- 5.3. **Invalid Traffic.** Customer will not: (a) engage in or permit any deceptive or fraudulent activity with respect to delivery of Impressions to the Inventory, including without limitation: (i) use or permit the use of any automated, deceptive, or misleading means to create Inventory, increase Impression counts, or simulate performance metrics; (ii) deliver or permit to be delivered Impressions on root URLs or in applications other than as specified in the applicable bid request or Insertion Order; or (iii) engage in or permit any attempt to alter, block or render inoperable any ad code or tag, pixel, or data provided by or obtained from a Demand Partner (including any '(app-) ads.txt', 'seller.json' and 'supplychainobject' files) ("**Invalid Traffic**"); (b) offer Inventory that can be embedded or syndicated unless approved in writing in advance by the applicable Demand Partner (where AdFlow Media sources the demand); or (c) accept payment directly from any Demand Partner for Impressions served to Inventory without the prior written consent of AdFlow Media; or (d) modify, translate, alter, tamper with, repair, or otherwise create derivative works of any software included in the Products and Services; reverse engineer, disassemble, or decompile the Products and Services or apply any other process or procedure to derive the source code of the Products and Services; or resell, transfer, assign, or use the Products and Services as a service bureau.
- 5.4. **Data Collection and Use.** The parties shall each comply with the Publisher Data Terms.
- 5.5. Customer has and will maintain all consents that are required to allow AdFlow Media and AdFlow Media Affiliates to provide, and Demand Partners and data providers to inter-operate with, the Products and Services to Customer as set forth in the Agreement, including for Customer to send to AdFlow Media the Customer Data.

6. Proprietary Rights.

- 6.1. Title to and ownership of all written materials, systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, inventions, know how, hardware, and all legal rights in and to the foregoing (including all derivative works and/or enhancements thereof, "**IP**") owned by a party or licensed by such party prior to the Start Date of the applicable Commercial Terms (together with the intellectual property rights therein) will remain with that party and/or such party's licensors. For the sake of clarity, title to and ownership of the Products and Services, including any suggested improvements or feedback and AdFlow Media's proprietary user interface, vests in AdFlow Media. Customer will retain all rights in and to the Customer Content and its Confidential Information as set forth below.

- 6.2. Subject to any license granted to AdFlow Media under the Commercial Terms, as between Customer and AdFlow Media, names, trademarks and logos of Customer are the exclusive property of Customer and its suppliers, and AdFlow Media has not and will not acquire any proprietary rights therein by reason of the Agreement.
- 6.3. AdFlow Media retains all rights, title and interest (including intellectual property rights) in and to any Deliverables. To the extent that Customer participates in the creation or modification of any Deliverables, Customer irrevocably assigns to AdFlow Media all right, title and interest (including intellectual property rights) in the Deliverables. AdFlow Media is free to use the residuals of Confidential Information for any purpose, where “residuals” means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of AdFlow Media.

7. AdFlow Media Obligations.

- 7.1. AdFlow Media will abide by all laws, rules, and regulations that are applicable to its provision of the Products and Services.
- 7.2. AdFlow Media will have no right, title, or interest in or to the Customer Data, except Customer hereby agrees that AdFlow Media may: (a) collect, use, and store the Customer Data in connection with its provision of the Products and Services and the exercise or enforcement of its rights under the Agreement; (b) use the Customer Data to improve the Products and Services; (c) compile aggregated statistics including the Customer Data along with data of other AdFlow Media customers for internal or marketing purposes (provided that no such use will include any information that can identify Customer or its customers). Customer reserves all of its rights in and to the Customer Data that are not granted to AdFlow Media pursuant to the Agreement.
- 7.3. Customer acknowledges and agrees that: (a) Customer Data will not include any data provided or collected by a Demand Partner; (b) in order for Customer to use the Products and Services AdFlow Media and/or the applicable Demand Partner will use cookies, pixels and/or device identifiers, and collect and use data in connection with the delivery of Impressions and ad delivery optimization; (c) AdFlow Media will provide the system of record for the purpose of determining all Impression counts; (d) in respect of the Products and Services, AdFlow Media reserves the right to delete any Customer Data collected and stored by AdFlow Media on behalf of Customer at any time following six months from the initial date of collection; and (e) Customer is responsible for all Customer Content and AdFlow Media has no responsibility for the content or accuracy of any creative or other ad materials transacted through the Products and Services.

8. Indemnification.

- 8.1. Subject to the other provisions of this section 8, AdFlow Media will defend, at its expense, Customer, and each of its officers, directors and employees (“**Customer Indemnitee**”) against any claims, demands, suits or other similar legal actions brought by a third party (“**Claims**”), arising out of or related to: (i) AdFlow Media’s breach of any of its representations, warranties, or obligations set forth in sections 7.1 and 10 of this Agreement; or (ii) an IP Claim (defined below in this section 8.1). AdFlow Media will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to with the Customer, in writing by AdFlow Media) in respect of such Claims. As used herein, an “**IP Claim**” means any Claim based on an assertion that the Products and Services infringe a U.S. patent, U.S. trademark, or U.S. copyright or misappropriate a trade secret. The foregoing shall not apply to any IP Claim to the extent it results from: (1) Customer’s use of the Products and Services in any manner not permitted by this Agreement; (2) any modification to the Products and Services made by anyone other than AdFlow Media; or (3) any combination of the Products and Services with any device or software other than those expressly described herein, provided that the IP Claim would not have existed except for such combination.
- 8.2. If AdFlow Media or a court or other body of competent jurisdiction determines that any IP Claim prevails or is likely to prevail, AdFlow Media may at its option and expense: (i) procure the right for Customer to continue to use the applicable subject matter; (ii) replace or modify the applicable subject matter so that it no longer infringes such U.S. patent, U.S. trademark, or U.S. copyright (subsection (i) and (ii) collectively, the “**AdFlow Media Claim Options**”); or (iii) without prejudice to any other right to terminate set out in this Agreement or any other right or remedy available to it, terminate this Agreement by giving written notice to the other party in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement. AdFlow Media will not be liable for any IP Claim based on Customer’s continued use of the applicable Products and Services after AdFlow Media has: (1) informed Customer in writing of AdFlow Media’s intent to implement one of the AdFlow Media Claim Options; and (2) implemented one of the AdFlow Media Claim Options in order to, and in a manner which would, fully meet AdFlow Media’s obligations under the Agreement with respect to providing the applicable Products and Services; provided that, liability for such IP Claim would have been avoided by implementation of the AdFlow Media Claim Option. **The remedies set forth in this section 8 state the sole and exclusive obligation and liability of AdFlow Media to the Customer Indemnitees in relation to infringement of intellectual property rights, and Customer’s sole and exclusive remedy for any claim of infringement of intellectual property rights.**
- 8.3. Subject to the other provisions of this section 8, Customer will indemnify AdFlow Media, and each of AdFlow Media’s Affiliates, and each of its and their officers, directors, and employees (“**AdFlow Media Indemnitee**”) against any Claims and any audit, investigation or complaint by or on behalf of a supervisory authority, regulatory or other public body, including damages and costs (including but not limited to legal fees) reasonably incurred in the defence of any such Claim or in the response to and conduct of any such audit, investigation or complaint, arising out of or related to: (i) Customer’s actual or alleged breach of any of its representations, warranties, or obligations set forth in sections 4.6, 5.3, 5.4, 5.5, and 10 of these General Terms; (ii) the Customer Content; or (iii) AdFlow Media’s collection and use (in compliance with the Agreement) of Customer Data.
- 8.4. Each indemnifying party’s obligations in respect of Claims as set forth in this section 8 are contingent on: (i) the indemnitee providing the indemnifying party with prompt written notice of the Claim (and any information that may reasonably give

rise to a Claim or indicate that a Claim is reasonably foreseeable or imminent) given accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, but only if the indemnifying party is materially adversely prejudiced by failure to receive such notice; (ii) the indemnifying party having the right to defend the Claim with counsel of its choosing so long as counsel is not adverse to the indemnitee; (iii) the indemnifying party having the right, in its sole discretion, to settle the Claim so long as such settlement does not impose any monetary or material non-monetary obligations on the indemnitee (other than indemnitee no longer using the applicable Products and Services), and provided that the indemnitee and its Affiliates will be included in any release language as part of any such settlement; and (iv) the indemnitee providing (at the indemnifying party's expense) such assistance and information as the indemnifying party may reasonably require to investigate, defend, or settle the Claim.

9. General Warranties; Limitations of Liability.

- 9.1. Each party hereby represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) it has the organizational right and authority to enter into and perform its obligations under the Agreement; and (iii) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.
- 9.2. AdFlow Media hereby warrants that during the License Term, the applicable Products and Services will be provided in all material respects in accordance with its documentation and the specifications set forth in the Commercial Terms and otherwise be performed in a manner consistent with generally accepted industry standards. Customer's remedy and AdFlow Media's obligation for any such failure will be for AdFlow Media to use its commercially reasonable efforts to correct such non-compliance; provided however that if AdFlow Media fails to remedy such non-compliance in all material ways within a commercially reasonable time, then AdFlow Media will, upon Customer's written notice in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, cease its provision of the applicable Products and Services to Customer and provide to Customer a refund of any pre-paid, unused fees for the applicable Products and Services.
- 9.3. AdFlow Media warrants the Professional Services will be performed with reasonable skill and care. Customer must notify AdFlow Media in writing in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement, of any breach of this warranty within 30 days of performance of such Professional Services. To the extent permitted by law, Customer's sole and exclusive remedy for breach of the Professional Services warranty and AdFlow Media's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Services.
- 9.4. Customer hereby represents and warrants that during the License Term it has all necessary rights, title and interest in and to the Customer Content for use and exploitation on all applicable Properties in all relevant jurisdictions and that the Customer Content contains no public domain or pirated content. Customer further represents and warrants that during the License Term it will review all Customer Content for content rights, suitability, illegality and ad experiences prior to distribution and monetization.
- 9.5. Customer warrants, represents and undertakes that it has full legal title to all Inventory made available for sale in accordance with the Agreement and that all such Inventory is free from any encumbrance or dispute affecting Customer's right to sell Inventory pursuant to this Agreement.
- 9.6. Save as set out in this section 9, all Products and Services are provided on an "as is" basis without warranty of any kind. Customer's sole remedy for any defects in the Products and Services will be as set forth in section 9.2. Save as set out in this Agreement, each party hereby expressly disclaims all other warranties, representations, and terms (including good faith) whether express or implied.
- 9.7. **Exclusions of Loss.** Except for: (i) each party's respective indemnification obligations in section 8; or (ii) intentional misconduct or gross negligence, neither party may be held liable for any: (a) loss of profits; (b) loss of use; (c) loss of goodwill; (d) business interruption, computer failure or malfunction; (e) loss of content or data; (f) cost of cover; or (g) any indirect, punitive, special, incidental, or consequential damages of any kind arising out of this Agreement.
- 9.8. **Liability Cap.** Except for: (i) a party's indemnification obligations in section 8; (ii) any loss which cannot be excluded by applicable law; (iii) intentional misconduct or wilful default; or (iv) liability of either party relating to data protection, privacy or security matters as referred to in section 9.10, neither party's maximum cumulative liability arising from or related to the Agreement for any cause whatsoever, regardless of the form of any claim or action, whether based in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or any other legal theory, will exceed the aggregate amounts paid or payable by Customer to AdFlow Media pursuant to the applicable Commercial Terms in the twelve (12) month period immediately preceding the occurrence of the event giving rise to the claim.
- 9.9. **Each party's total liability with respect to all indemnification claims under section 8 will not exceed (1) one time the total amounts paid by Customer under the applicable Commercial Terms in the prior twelve (12) month period.**
- 9.10. **Each party's total liability with respect to breach of the Publisher Data Terms shall be as set out in the Publisher Data Terms.**
- 9.11. The provisions of this section 9 will apply notwithstanding any provision of any Commercial Terms to the contrary and regardless of the form of the claim or cause of action.

10. Confidentiality.

- 10.1. Each party may have access to and may become acquainted with various information and other property of the other party, including reports, drawings, schematics, prototypes, models, devices or inventions (whether or not patented or patentable, copyrighted or copyrightable), financial information, business plans, marketing information, sales plans, cost information, customer information, price lists, and IP, all of which are owned by such other party and/or are regularly used in the operation of such other party's business and disclosed by a party to the other party, whether orally or in writing, that is designated as "Confidential," "Proprietary," or the like and/or information that the receiving party should reasonably understand as being confidential or proprietary to the disclosing party given the nature of the information and the circumstances of disclosure (hereinafter "**Confidential Information**").
- 10.2. Confidential Information does not include any information that: (a) is or becomes generally available to the public without breach of any obligation owed to the disclosing party; (b) was in the rightful possession or known by the receiving party prior to receipt from the disclosing party without breach of any obligation owed to the disclosing party; (c) was rightfully disclosed to the receiving party by a third party without breach of any obligation owed to the disclosing party; or (d) was independently developed without use of any Confidential Information of the disclosing party.
- 10.3. Each party's obligations set forth in this section 10 will not apply to the extent that the other party's Confidential Information is required to be disclosed by law or valid order of a court or other governmental authority; provided that the receiving party agrees to deliver reasonable notice (in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement) of such compelled disclosure (to the extent legally permitted) and reasonable assistance to the other party with such other party's attempt to obtain a protective, or other similar, order. If the receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party does not contest the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information. In all events, the receiving party will request from the parties seeking disclosure, confidential treatment of the Confidential Information consistent with the obligations set forth above, and will redact such Confidential Information which is not required to be disclosed to the fullest extent possible.
- 10.4. Each party will use the other party's Confidential Information only in connection with the performance of its obligations and exercise of its rights under the Agreement. Except as otherwise authorized by the disclosing party in writing, each party will limit access to the other party's Confidential Information to those of its and its Affiliates' employees, contractors, and agents who have a need to receive it for a purpose consistent with the Agreement and who have written or professional obligations that serve to protect it in a manner no less restrictive than as set forth in this section 10. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent. Each party will be liable for any breaches of this Agreement by any person to whom it provides, or provides access to, Confidential Information. Each party will use the same degree of care that it uses with respect to its own Confidential Information, provided that degree of care does not fall below reasonable care, (in which case each party should use reasonable care) to maintain in confidence any Confidential Information of the other party, except as is otherwise permitted by this section 10.
- 10.5. Each party's obligations set forth in this section 10 with respect to Confidential Information disclosed to it during the term of the Agreement will apply during the term of the Agreement and for a period of three years after its termination.

11. General.

- 11.1. AdFlow Media's relationship with Customer is that of an independent contractor, and nothing herein is intended, or should be construed, to create a partnership, joint venture or employment relationship.
- 11.2. The prevailing party will be entitled to its reasonable legal fees and litigation or related expenses in any suit or proceeding (including a Court action, adjudication and arbitration) concerning the subject matter of the Agreement or arising from or related to it, or to interpret or enforce the Agreement.

11.3. Notices.

- 11.3.1. Unless otherwise stated herein, all notices given to a party under or in connection with this agreement:
 - (a) shall be in writing and in English;
 - (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent to the party for the attention of the contact and at the address or email address specified in the Commercial Terms or such other address as specified by the parties in writing;
 - (d) may be sent by a method listed in section 11.3.2; and
 - (e) are deemed received as set out in section 11.3.2 if prepared and sent in accordance with that section.
- 11.3.2. This section 11.3.2 sets out the delivery methods for sending a notice to a party under the Agreement and, for each delivery method the date and time when the notice is deemed to have been received:
 - (a) if delivered by personal delivery, at the time the notice is left at the address; or
 - (b) if mailed, seven days after deposit in the international mail with postage prepaid and certified mail return receipt requested; or
 - (c) if sent via courier, at the time the notice is left at the address; or
 - (d) if sent by email, at the time of transmission.

- 11.3.3. If deemed receipt in section 11.3.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this section 11.3.3 business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.3.4. This section 11.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.4. If any provision of the Agreement is unenforceable, illegal or invalid under any applicable law or court of competent jurisdiction, then such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole. In such event, such provision will be deemed restated in accordance with applicable law to reflect as nearly as possible the intended commercial result of the original provision, and the remainder of the Agreement will remain in full force and effect.
- 11.5. Provisions that should reasonably be considered to survive termination of the Agreement will survive and be enforceable after such termination or expiration, including, but not limited to, provisions relating to definitions and interpretation, confidentiality, proprietary rights, indemnification, limitations of liability, effects of termination, governing law and this section 11.5.
- 11.6. The delay or failure of either party to exercise any right or power provided under the Agreement or to require performance by the other party of any provision of the Agreement will not impair such right or power, nor be deemed a waiver thereof. No single or partial exercise of a right or power shall prevent or restrict further exercise of that or any other right or power. A waiver by either party of any covenants or a waiver by either party of a breach of any covenants, to be performed by the other party (the “**Waived Covenants**”), will not be taken or held to be a waiver of any succeeding breach of the Waived Covenants or any other covenant contained in this Agreement.
- 11.7. Neither party will be liable under the Agreement for any failure or delays in the performance of its obligations under the Agreement (except for the payment of money) if such delay or failure results from events, circumstances or causes beyond the reasonable control of such party, such as, but not limited to, fire, explosion, collapse of building, power failures, pest damage, lightning or power surges, strikes or labour disputes, water, acts of God, war (including civil war), civil disturbances, terrorism, acts of civil or military authorities, imposition of sanctions, embargo, breaking off of diplomatic relations, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of third-party communications services or networks and network facilities, failures of any suppliers or service providers, flood, drought, earthquake or other natural disaster, collapse of buildings, governmental laws, governmental actions, governmental regulations, cyberattack, epidemic, pandemic or viral, bacterial or any other disease outbreak, government recommended or required social distancing or quarantines, declared national, state, county or city emergency, or other causes beyond the party’s reasonable control.
- 11.8. AdFlow Media may at any time assign, subcontract, delegate or deal in any other manner with any and all of its rights, duties or obligations under the Agreement. Customer shall not assign, subcontract, delegate or deal in any other manner with any and all of its rights, duties or obligations under this Agreement without AdFlow Media’s prior written consent. Any attempt by Customer to do so without AdFlow Media’s consent will be void. Notwithstanding the foregoing, either party may without the other party’s consent assign the Agreement to any person or entity controlling, controlled by or controlled in conjunction with the assigning party or to any person or entity that acquires substantially all of the shares, assets, or business of the assigning party, provided that in the event Customer assigns the Agreement to a competitor of AdFlow Media (as reasonably determined by AdFlow Media), AdFlow Media may, without prejudice to any other right to terminate set out in this Agreement or any other right or remedy available to it, terminate this Agreement by giving written notice to the other party in accordance with section 11.3 of this Agreement, which notice will take effect immediately on deemed receipt of the notice under section 11.3.2 of this Agreement. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 11.9. The Agreement constitutes the entire agreement between the parties. The Agreement completely and exclusively states the agreement of the parties regarding its subject matter. The Agreement supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties oral or written, regarding its subject matter.
- 11.10. Unless otherwise expressly stated in this Agreement, this Agreement will not be modified or varied except in writing and signed by the parties or on behalf of each party by its duly authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions of this Agreement will be void.
- 11.11. If there is a change of circumstances which was unforeseeable at the time of conclusion of this Agreement and which would cause the performance of the Agreement to be excessively difficult or onerous for one party (an “**Intervening Event**”), such party shall have no right to require renegotiation or amendment of the Agreement whether through application to a Court or otherwise. The parties agree to waive any such right they would have, whether arising out of contract or other applicable law, in respect of any Intervening Event.
- 11.12. To the extent there is a conflict between the documents comprising the Agreement, the Publisher Data Terms shall prevail in preference to the Commercial Terms and these General Terms and the Commercial Terms shall prevail in preference to these General Terms.
- 11.13. The Agreement is intended for the sole and exclusive benefit of the parties hereto, is not intended to confer any rights or benefits on any third party, and only the parties to the Agreement may enforce the Agreement. Notwithstanding the foregoing, any AdFlow Media Indemnitee may enforce its rights and powers under section 8.3 (but shall not be responsible for AdFlow Media’s obligations under this Agreement). Customer shall be entitled to rely upon AdFlow Media as having authority to act on behalf of any AdFlow Media Indemnitee in all matters relating to section 8.3. Where more than one AdFlow Media Indemnitee has a claim in connection with this Agreement in relation to the same or similar matters, AdFlow Media shall use reasonable endeavours to procure that, to the extent permitted by applicable law, all the relevant AdFlow Media Indemnitees will bring such claims as a consolidated or single action. Where one or more AdFlow Media Indemnitee enters into a settlement agreement in relation to a claim, AdFlow Media shall procure that in relation to the same or similar

matters, all AdFlow Media Indemnitees which have a claim in relation to such matters shall enter into that settlement agreement at the same time. The parties may by agreement rescind or vary this Agreement, any term of this Agreement without the consent of any AdFlow Media Indemnitee, notwithstanding that such rescission or variation may extinguish or alter a AdFlow Media Indemnitee's entitlement under that term.

- 11.14. The Agreement may be executed in two or more counterparts, each of which when so executed will be deemed to be an original and both of which when taken together will constitute one and the same agreement. Electronically scanned copies of such executed documents may be used in lieu of the originals for any purpose. The parties consent to use a third-party service for purposes of electronically signing the Agreement and agree to be bound by electronic signature.

12. International Trade.

- 12.1. Each party agrees that in performing this Agreement, it will comply with all applicable economic sanctions and export control laws of the United States and any other applicable jurisdiction, including by way of example, but without limitation, the U.S. Export Administration Regulations and U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control. Customer further agrees that the Products and Services will not be exported to any country or territory which is itself subject or target of any economic and financial sanctions laws and regulations of the United States or other applicable jurisdiction ("**Trade Controls**").
- 12.2. Customer further agrees that it will not use the Products and Services on behalf of or in connection with any transaction or activity involving any party identified in any list of designated persons related to Trade Controls (each person so listed, a "**Sanctioned Person**").
- 12.3. Customer represents and warrants that neither it, nor any of its parents, subsidiaries, or Affiliates involved in performing this Agreement, is a Sanctioned Person, or owned 50% or more by a Sanctioned Person, or controlled by a Sanctioned Person. AdFlow Media shall advise Customer of the U.S. export classification information, if applicable, of the Products and Services. As applicable, Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its export of the Products and Services.

Appendix 1

PUBLISHER DATA TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. To the extent there is a conflict between the documents comprising the Commercial Agreement and these Publisher Data Terms, these Publisher Data Terms shall take precedence to the extent of the inconsistency.

1.2. Capitalized terms used in these Publisher Data Terms shall have the meaning given to them in the Commercial Agreement and any other attachments agreed between the parties unless otherwise defined in these Publisher Data Terms:

Ad Serving means Products and Services which make automated decisions as instructed by Customer about which advertising content to serve to Customer Inventory, serve the advertising content to Customer Inventory, and measure user engagement and other data in relation to advertising content.

Affiliate means an entity that directly or indirectly (through one or more intermediaries) controls, is controlled by or under common control with a party.

CCPA means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as updated, amended or replaced from time to time.

Commercial Agreement means the underlying commercial agreement between the Parties pursuant to which AdFlow Media agrees to provide, and Customer agrees to pay for, the Products and Services whether that commercial agreement is called a Master Services Agreement or otherwise.

Contracted Processor means AdFlow Media or AdFlow Media's Subprocessor.

Controller Module means module 1 (transfer controller to controller) of the SCCs.

CPRA means the California Privacy Rights Act of 2020 Cal. Civil Code § 1798.100 et seq., as updated, amended or replaced from time to time.

Customer Data means any information, including user data (for example in respect of ad calls and bid requests, and any segment data) that AdFlow Media collects, uses or stores pursuant to the Commercial Agreement.

Customer-selected Provider means a Provider with whom Customer has a direct contractual relationship in relation to digital advertising and which Customer instructs AdFlow Media to integrate with in connection with the Products and/or the Services.

Data Protection Laws means (as applicable to Customer, Customer Inventory and/or AdFlow Media in providing the Products and Services to Customer), European Data Protection Laws, UK Data Protection Laws, the CCPA, the CPRA, PIPEDA, and any other legislation or regulation from time to time relating to privacy, data protection and/or the collection, use and/or sharing of Personal Information anywhere in the world.

Demand Partner means a media buying source that is under contract with AdFlow Media or a AdFlow Media Affiliate, including but not limited to demand side platforms, ad exchanges, agencies, agency trading desks and ad networks.

Enquiry means a complaint or request relating to either Party's obligations under Data Protection Laws relevant to the Commercial Agreement, including but not limited to any compensation claim from a Data Subject or any notice,

investigation or other action from a supervisory authority, consumer or industry body.

European Data Protection Laws means (i) Regulation 2016/679 (the European General Data Protection Regulation ("GDPR")); (ii) the European e-Privacy Directive (Directive 2002/58/EC) ("e-Privacy Directive"); (iii) all national implementations of (i) and (ii); (iv) the Swiss Federal Data Protection Act of 19 June 1992 and, when in force, the Swiss Federal Data Protection Act of 25 September 2020 and its corresponding ordinances and (v) in respect of the United Kingdom, UK Data Protection Laws in each case, as may be amended, superseded or replaced from time to time.

Europe means, for the purposes of these Publisher Data Terms, the European Economic Area (EEA), the United Kingdom and Switzerland.

AdFlow Media means AdFlow Media LLC FZ.

AdFlow Media Privacy Policy means the AdFlow Media privacy policy available on AdFlow Media's public facing website as related to the Products and the Services, the most current version of which is available at <https://www.AdFlowMedia.com/privacy-policy> (as updated or amended from time to time).

Industry Standards means any of the following to which Customer is subject from time to time: (a) the IAB Transparency and Consent Framework (current version available here: <https://iabeurope.eu/tcf-2-0/>); (b) any applicable self-regulatory codes, rules or guidelines, including the rules, codes and guidelines of the European Interactive Digital Advertising Alliance (EDAA), the Network Advertising Initiative (NAI) and the Digital Advertising Alliance of Canada (DAAC) (or later published or replacement versions of any of the foregoing); and (c) any subsequent industry standards or codes of practice which apply to the Products and/or the Services and which AdFlow Media decides are appropriate from time to time for compliance with Data Protection Laws.

Inventory means online advertising inventory on Properties.

Party means a party to the Commercial Agreement.

Personal Information Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information relating to Users.

Personal Information means Personal Data and any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or device, and includes any information regulated by the applicable Data Protection Laws, and any information that is lawfully made available from federal, state, or local government records, and in each case, which AdFlow Media or its Affiliates may collect, process or otherwise receive related to Users in connection with the Products and/or the Services.

PIPEDA means the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and the substantially similar provincial privacy laws of Canada, and the regulations, decisions, and guidance under each of the foregoing, in each case, as may be amended, superseded or replaced from time to time.

Processor Activities means, as applicable, the processing or use by AdFlow Media or its Affiliates as Processor of Personal

Information provided by or on behalf of Customer and including by a Customer-selected Provider.

Processor Activity Data means Personal Information to the extent Processed by or on behalf of AdFlow Media for Processor Activities.

Processor Module means all clauses contained in module 2 (transfer controller to processor) of the SCCs, unless stated otherwise.

Products and Services means the products and/or services which AdFlow Media agrees to provide to Customer pursuant to the Commercial Agreement.

Property means a website, device, mobile application or other digital media property for which the Products and Services are engaged including, where relevant, the Sites.

Provider means any data management platform, data broker or other provider who Customer or AdFlow Media selects to provide Personal Information in connection with the Products and Services.

Restricted Transfer means:

- (a) a transfer of Personal Information from any Customer Affiliate to a Contracted Processor, Demand Partner or Provider; or
- (b) an onward transfer of Personal Information from a AdFlow Media or a AdFlow Media Affiliate to a Contracted Processor, Demand Partner or Provider

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of any adequate data transfer mechanism in accordance with Data Protection Laws. For the avoidance of doubt, where a transfer of Personal Information is of a type authorised by Data Protection Laws in the exporting country, for example in the case of transfers from within the European Union to a country (such as Switzerland and the UK) or is made pursuant to a mechanism approved by the exporting country, for example, in the case of transfers from within the European Union the European Commission or (in respect of transfers out of the UK to which UK Data Protection Law applies, the appropriate UK authorities, as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer;

SCCs means standard contractual clauses contained in the annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and currently available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en and the corresponding annexes, attached to this Appendix.

Sell means sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, an individual's Personal Information by one entity to another for monetary or other valuable consideration and **Sale** shall be construed accordingly.

Share means share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate in any means a consumer's Personal Information for cross-context behavioural advertising (i.e., targeting of advertising to a consumer based on the consumer's Personal Information obtained from the consumer's activity across businesses, distinctly-branded websites, applications or services) and **Sharing** shall be construed accordingly.

Special Category Personal Information means, without limitation in relation to any individual:

- (a) social security number;
- (b) driver's license numbers, state identification numbers, passport number, or other government issued ID;
- (c) financial or bank account information, including details of debit card, credit card or other payment instruments;
- (d) health or medical insurance information;
- (e) health or medical conditions, including any physical, physiological or mental health condition;
- (f) medical records and history;
- (g) Protected Health Information, as defined in Section 164.103 of the Health Insurance Privacy and Portability Act's implementing regulations or other applicable health information law;
- (h) racial or ethnic origin, religious or philosophical beliefs;
- (i) contents of a consumer's mail, email or text messages, unless AdFlow Media or a AdFlow Media Affiliate is the intended recipient of the communication;
- (j) consumer's genetic data;
- (k) sexual life or orientation;
- (l) information collected by automated license plate recognition systems;
- (m) biometric information;
- (n) username or email address, in combination with a password or security question and answer that would permit access to an online account;
- (o) Personal Information relating to or of children protected under any child protection laws; and
- (p) any additional types of information included or that AdFlow Media may reasonably construe as included within this term or any similar term (such as "sensitive personal information" or "special categories of personal information") as used in or defined by Data Protection Laws.

Subprocessor means any person (including any third party and any AdFlow Media Affiliate but excluding AdFlow Media staff) appointed by or on behalf of AdFlow Media or any AdFlow Media Affiliate to Process Personal Information on behalf of any Customer Affiliate in connection with Processor Activities.

UK Data Protection Laws means the Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (as the latter is implemented by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020), in each case, as may be amended, superseded or replaced from time to time.

UK Approved Addendum means the template Addendum B.1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 of the UK on 2 February 2022, and expected to be in force on 21 March 2022, as it is revised under Section 18 of the UK Mandatory Clauses.

UK Mandatory Clauses: means the Mandatory Clauses of the UK Approved Addendum, as updated from time to time and replaced by any final version published by the Information Commissioner's Office.

UK Transfer means a Restricted Transfer to which UK Data Protection Laws apply.

User means any individual accessing a Customer Property.

User Request means a request for notification, access, correction, objection, erasure or other requests from Users in relation to their Personal Information under Data Protection Laws.

1.3. The terms **data subject, processing** (and **process, Controller; Data Subjects; Personal Data; Processing** (and **“Process”**); and **Processor** shall have the meanings given to them in European Data Protection Laws, UK Data Protection Laws and/or other Data Protection Laws (as appropriate). In addition the term **Controller** shall be deemed to include reference to a **“business”** as defined under the CCPA and, when in force, the CPRA (other than where **Controller** is used in the context of international data transfers) and the term **Processor** shall be deemed to include **“service provider”** as defined under the CCPA and, when in force, the CPRA (other than where **Processor** is used in the context of international data transfers).

2. RELATIONSHIP AND SCOPE OF PROCESSING

2.1. The Parties agree that: (a) AdFlow Media will be considered a Processor (and service provider where CCPA applies) in relation to Processor Activities; and (b) both AdFlow Media and Customer will be considered independent Controllers for all other processing of Personal Information in connection with the Products and Services. Each Party agrees to comply with all applicable Data Protection Laws in respect of its performance and/or exercise of rights under the Commercial Agreement (including these Publisher Data Terms). The Parties agree that AdFlow Media, Demand Partners, Providers and Subprocessors may process Personal Information and use cookies, pixels and other technologies for the purposes contemplated by the Commercial Agreement.

2.2. Each of AdFlow Media and Customer shall notify each other of an individual within its organization authorized to respond from time to time to enquiries regarding the Personal Information and each of AdFlow Media and Customer shall deal with such enquiries within a reasonable time.

2.3. Customer agrees not to transmit, disclose, or make available any Special Category Personal Information using the Products and Services. Customer agrees not to transmit, disclose, or make available Special Category Personal Information to AdFlow Media, AdFlow Media Affiliates or to Demand Partners or Providers or cause AdFlow Media, AdFlow Media Affiliates, Demand Partners or Providers to process Special Category Personal Information. Without prejudice to the generality of the foregoing, Customer shall ensure that no descriptions of health-related conditions, treatments or other related information are included in ad requests and/or custom key values.

3. NOTIFICATIONS TO USERS; CONSENT

3.1. Customer will ensure that, at all times and in accordance with applicable Data Protection Laws, each Customer Property shall: (a) post a conspicuous privacy policy and (if required by applicable Data Protection Laws) a prominent on-site notice, including without limitation, an explanation that Personal Information is used for targeted advertising, a description of the types of Personal Information that are collected by AdFlow Media, its Affiliates and (where applicable) Demand Partners and Providers, an explanation of how and for which purpose(s) Personal Information will be used and transferred to third parties including AdFlow Media, AdFlow Media Affiliates and (where applicable) Demand Partners and Providers for the delivery of targeted advertising, and (b) where required by applicable Data Protection Laws and/or Industry Standards (i) secure a consent from each User to the processing of their Personal Information by AdFlow Media, AdFlow Media’s Affiliates, Demand Partners and Providers for the purposes of the Products, Services and/or (as appropriate) the use of cookies and other technologies

used in connection with the Products and Services to store or access information stored on User devices, in accordance with such Industry Standards and Data Protection Laws, ii) provide the Users with a persistent and easy to use opt-out of processing of their Personal Information and/or the use of cookies and other technologies for the delivery of targeted advertising and/or iii) provide the Users with the option to prevent the Sale and Sharing of their Personal Information in connection with the Products and Services. Customer is solely responsible for the accuracy and completeness of signals sent in an ad call and which is intended to indicate whether a User has consented and/or opted out of processing of their Personal Information and/or the use of cookies and other technologies as set out in these Publisher Data Terms, including any consent string required by applicable Industry Standards.

3.2. Customer will, within 5 days of AdFlow Media’s request, provide AdFlow Media with copies of screenshots of its proposed user consent flow, opt-out process and the privacy policy in respect of each Customer Property and which relate(s) to the collection of Personal Information for use in the Products and Services, and a brief written explanation of how it proposes to achieve required consents and transparency for targeted advertising and for AdFlow Media’s role in particular. The Parties will discuss within a reasonable time any comments or concerns AdFlow Media may have in this regard in good faith. If AdFlow Media reasonably believes at any time that Customer’s notification or consent wording or mechanism, opt-out process, privacy policy or related documentation does not allow AdFlow Media, its Affiliates, Demand Partners and/or Providers to process, use or share, or unreasonably restricts AdFlow Media’s, Demand Partners’ or Providers’ ability to process, use or share, the Personal Information and/or use cookies or other technologies in accordance with Industry Standards and Data Protection Laws, AdFlow Media may notify Customer of its concerns and/or provide a reasonable alternative method. The Parties will discuss subsequent amendments to these Publisher Data Terms in good faith.

3.3. AdFlow Media may, on prior written notice to Customer at any time and for such period(s) as it thinks fit, delay the launch of, or suspend the provision of, all or specific elements of the Products and Services (as AdFlow Media may decide) if, at least thirty (30) calendar days after notification pursuant to section 3.2, AdFlow Media remains concerned about any of the matters set out in section 3.2.

3.4. Where Customer uses, through or in connection with the Products and/or Services, any Personal Information sourced from a Customer-selected Provider, it will ensure that such Customer-selected Provider obtains, and ensures that the Customer-selected Provider’s third parties shall, obtain notification and/or consent as set out above.

4. CO-OPERATION BETWEEN THE PARTIES

4.1. In relation to Personal Information where both Parties are Controllers (or otherwise both bear sole or primary responsibility for the processing of Personal Information under applicable Data Protection Laws), the Parties will provide reasonable assistance and cooperate with each other to assist in each party’s compliance with Data Protection Laws.

4.2. Each Party may respond directly to User Requests addressed to it relating to its processing of Personal Information as Controller. At the request of a Party receiving a User Request, the other Party shall cooperate reasonably and at its own expense in assessing and fulfilling such request in relation to its own processing of Personal Information as Controller.

4.3. With respect to Personal Information in relation to which AdFlow Media acts as Processor, AdFlow Media and each AdFlow Media Affiliate:

4.3.1. shall reasonably assist, at Customer's cost, each Customer Affiliate in responding to User Requests in relation to Processor Activity Data in accordance with Customer's reasonable instructions.

4.3.2. shall within a reasonable time notify Customer if any Contracted Processor receives a User Request in respect of Processor Activity Data;

4.3.3. shall ensure that the Contracted Processor does not substantively respond to that User Request except on the documented instructions of Customer or the relevant Customer Affiliate or as required by Data Protection Laws to which the Contracted Processor is subject, in which case AdFlow Media shall to the extent permitted by Data Protection Laws inform Customer of that legal requirement before the Contracted Processor responds to the User Request; and

4.3.4. may, to the extent a User Request received by AdFlow Media or a AdFlow Media Affiliate also relates to Personal Information in respect of which AdFlow Media or a AdFlow Media Affiliate is Controller, respond to the User Request in accordance with section 4.2.

4.4. Each Party shall within a reasonable time notify the other Party if it receives notice of any Enquiry in relation to Personal Information in respect of which the other Party or their Providers are responsible, in whole or in part, for the processing of Personal Information (and including where the Parties are independent Controllers), under Data Protection Laws or relevant Industry Standards. Each Party will co-operate reasonably, and at its own expense, with each other in assessing and responding to such Enquiry.

4.5. If a Party has a concern that the other Party has not complied with these Publisher Data Terms, the Parties agree to exchange information to ascertain the cause of such non-compliance and take reasonable steps to remediate such non-compliance.

5. SECURITY

5.1. Each Party shall have in place appropriate physical, technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Information by or on behalf of such Party where such Party is Controller or is otherwise responsible for the Personal Information under applicable Data Protection Laws, which measures, in AdFlow Media's case, are set out in Annex II of this Appendix (which shall be applied by AdFlow Media whether or not a Restricted Transfer as set out in section 6 has taken place). If AdFlow Media suffers a confirmed Personal Information Breach, it shall notify Customer without undue delay and both Parties shall cooperate in good faith to agree and action such measures as may be necessary to mitigate or remedy the effects of the Personal Information Breach.

5.2. To the extent such Personal Information Breach applies to Processor Activities, AdFlow Media will:

5.2.1. provide Customer with sufficient information to allow Customer and/or any Customer Affiliate to meet any obligations to report or inform Data Subjects and/or supervisory authorities (as appropriate) of the Personal Information Breach under the Data Protection Laws.

5.2.2. AdFlow Media shall co-operate with Customer and each Customer Affiliate and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Information Breach, at Customer's cost unless such Personal Information Breach is caused by the act or omission of a Contracted Processor.

5.3. **User Credentials.** Customer is responsible for maintaining the confidentiality of its users' passwords and usernames, will use reasonable efforts to ensure that they are used only by the specific user to whom they are first assigned, and will promptly and in any event within one working day notify AdFlow Media by email to legalnotices@AdFlowMedia.com if: (i) any of its users' passwords or usernames are compromised; (ii) there is any unauthorized use of its account; (iii) there is any access by any of its users to information, content or data through the Products or Services which Customer is not authorized to access or use; or (iv) any other breach of security (including any failure to comply with section 5.4) that is known or suspected by Customer. Customer shall be deemed to have authorized any actions carried out using then-current passwords and usernames of Customers' users (even where those actions are not authorized by Customer) until 24 hours after notice specifying the user whose credentials have been compromised has been sent by Customer to AdFlow Media as required by this section 5.3.

5.4. **Information Security.** Customer shall adopt technical and organizational measures at least consistent with generally-accepted industry practice to protect the physical and electronic security of the equipment, if any, used by or on behalf of Customer to access any network, information assets, software, firmware or hardware of AdFlow Media ("AdFlow Media Systems") including by using anti-virus, security, and firewall or next-generation end-point security technology. Customer and each of its officers, directors, employees, agents and subcontractors agree to take reasonable actions when accessing AdFlow Media Systems to avoid adversely affecting the confidentiality, integrity, and availability of AdFlow Media Systems. Neither Customer, nor its officers, directors, employees, agents, or subcontractors, will: (i) access AdFlow Media Systems other than, as permitted by the Commercial Agreement; (ii) violate or attempt to violate the security of the AdFlow Media Systems including by attempting to: (a) probe, scan, or test the vulnerability of any AdFlow Media Systems or to breach any security or authentication measures used by any AdFlow Media Systems; (b) monitor data or traffic on any AdFlow Media Systems (other than where the functionality of the Products facilitates reporting of the availability and purchase of Inventory); (c) upload data that contains viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content that may compromise the AdFlow Media Systems; (d) circumvent any security or authentication measures; or (e) attempt to gain (or knowingly permit, or acquiesce, to any attempt by a third party to gain) unauthorized access to the AdFlow Media Systems, related systems, networks, or data.

6. RESTRICTED TRANSFER

6.1. In the event of a Restricted Transfer between the Parties, the following clauses shall apply:

6.1.1. Subject to sections 8.10.3 and 6.1.3, each Customer Affiliate (as "data exporter") and AdFlow Media or a AdFlow Media Affiliate, as appropriate, on behalf of a Contracted Processor (as "data importer") shall enter into the SCCs incorporating the Processor Module in respect of any Restricted Transfer in relation to Processor Activity Data from that Customer Affiliate to that Contracted Processor.

6.1.2. Subject to section 6.1.3, each Customer Affiliate (as "data exporter") and AdFlow Media or a AdFlow Media Affiliate, (as "data importer") shall enter into the SCCs incorporating the Controller Module in respect of any Restricted Transfer other than those referred to in section 6.1.1 from that Customer Affiliate to AdFlow Media or the relevant AdFlow Media Affiliate (as appropriate).

6.1.3. In the event that another data transfer mechanism other than the SCCs is available in respect of any Restricted Transfer in accordance with Data Protection Laws, the parties will, on the request of either Party, work in good faith to determine if such data transfer mechanism is sufficient in respect of any or all Restricted Transfer(s) and, if the Parties agree that it is sufficient, they will discuss subsequent amendments to these Publisher Data Terms in good faith.

6.1.4. In the event of a UK Transfer, the parties agree that the UK Approved Addendum incorporating the UK Mandatory Clauses shall apply in respect of that Restricted Transfer. For the purposes of the UK Approved Addendum the information set out at part C of Annex I of this Appendix shall apply. The UK Approved Addendum shall be deemed dated the same date as the SCCs.

6.1.5. If the relevant UK authorities approve a successor or amendments to the UK Approved Addendum ("New Addendum"), the parties agree this shall be incorporated by reference in these Publisher Data Terms in place of the UK Approved Addendum. To the extent that the New Addendum requires the inclusion of additional information not covered by these Publisher Data Terms, AdFlow Media may incorporate that additional information into the New Addendum.

6.1.6. The SCCs shall come into effect under section 6.1.1 or 6.1.2 (as appropriate) on the later of: (a) the data exporter becoming a party to them; (b) the data importer becoming a party to them; and (c) commencement of the relevant Restricted Transfer.

6.1.7. Subject to any provisions to the contrary of the UK Approved Addendum in respect of UK Transfers, the following terms shall apply to the SCCs:

6.1.7.1. Option 2 of Clause 9 (general authorisation of sub-processors) of the Processor Module shall apply in relation to Customer's authorisation of the use of Subprocessors and AdFlow Media shall notify the Customer in writing of any intended changes to that list through the addition or replacement of sub-processors at least 14 days in advance and in accordance with section 8.9 of these Publisher Data Terms.

6.1.7.2. Option 1 of Clause 17 of the SCCs shall apply and the parties agree that the governing law shall be the law of the Republic of Ireland.

6.1.7.3. The parties agree that the Docking Clause 7 shall be included in the SCCs and the optional wording in Clause 11 of the SCCs relating to an independent dispute resolution body shall not be included.

6.1.7.4. The parties agree that any dispute arising from the SCCs shall be resolved by the courts of the Republic of Ireland in accordance with Clause 18 of the SCCs.

6.1.8. The Parties may from time to time make any variations to the SCCs or any replacement of them incorporated into the Commercial Agreement, as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a supervisory authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law.

6.1.9. If and to the extent there is any conflict between any of the SCCs (as applied by these Publisher Data Terms), and any provision of the Commercial Agreement (including these Publisher Data Terms), the following descending order of precedence shall apply:

6.1.9.1. The SCCs;

6.1.9.2. The UK Approved Addendum;

6.1.9.3. These Publisher Data Terms; and

6.1.9.4. The provisions of the Commercial Agreement.

7. REGULATORY CHANGES

7.1. If changes to applicable Data Protection Laws, or their interpretation or implementation, through legislation, court judgment, issuance of new standard contractual clauses or regulator guidance which, in AdFlow Media's reasonable opinion, make changes to these Publisher Data Terms necessary or prudent, AdFlow Media may, on written notice to Customer, make such changes to these Publisher Data Terms, which Customer agrees will be binding on Customer.

7.2. If new or alternative provisions are added to these Publisher Data Terms in accordance with sections 6.1.8 or this section 7:

7.2.1. AdFlow Media and each AdFlow Media Affiliate shall within a reasonable time co-operate (and use commercially reasonable efforts to ensure that any affected Subprocessors co-operate within a reasonable time) to use commercially reasonable efforts to ensure that equivalent variations are made to any agreement put in place under section 8.10.2;

7.2.2. Customer shall not unreasonably withhold or delay agreement to any consequential variations to these Publisher Data Terms proposed by AdFlow Media to protect the Subprocessors against additional risks associated with the new or alternative provisions made under section 6.1.8 or this section 7; and

7.2.3. Neither Customer nor AdFlow Media shall require the consent or approval of any Customer Affiliate or AdFlow Media Affiliate to amend these Publisher Data Terms.

8. PROCESSOR ACTIVITIES

8.1. AdFlow Media and each AdFlow Media Affiliate shall not Process Processor Activity Data other than on the relevant Customer Affiliate's lawful documented instructions as represented by the Commercial Agreement, as amended from time to time, or within the direct business relationship between Customer and AdFlow Media and/or AdFlow Media Affiliate, and the selection of choice by Customer via its staff's operation of the Products, unless Processing is required by Data Protection Laws to which AdFlow Media and each AdFlow Media Affiliate is subject, in which case AdFlow Media or the relevant AdFlow Media Affiliate shall to the extent permitted by Data Protection Laws inform the relevant Customer Affiliate of that legal requirement before the relevant Processing of that Processor Activity Data.

8.2. Each Customer Affiliate instructs AdFlow Media and each AdFlow Media Affiliate (and authorises AdFlow Media and each AdFlow Media Affiliate to instruct each Subprocessor) in connection with Processor Activities to:

8.2.1. process Processor Activity Data as reasonably necessary to perform Processor Activities and consistent with the Commercial Agreement; and

8.2.2. transfer Processor Activity Data to any country or territory including to AdFlow Media Affiliates, Demand Partners and Providers where reasonably required to provide the Products and Services, subject to AdFlow Media's obligation to use contractual, regulatory or organizational measures to ensure adequacy of processing of such Processor Activity Data at its destination, including in respect of security of Processor Activity Data.

8.3. Each Customer Affiliate:

8.3.1. warrants and represents that it is and will at all relevant times remain duly and effectively authorised to instruct AdFlow Media to process Processor Activity Data set out in these Publisher Data Terms on behalf of each relevant Customer Affiliate; and

8.3.2. in connection with Processor Activity Data shall comply with its obligations under applicable Data Protection Laws and shall not, whether by act or omission, cause AdFlow Media or any AdFlow Media Affiliate to breach any of its obligations under applicable Data Protection Laws.

8.4. AdFlow Media and AdFlow Media Affiliate Personnel. AdFlow Media and each AdFlow Media Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to Processor Activity Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Processor Activity Data, as strictly necessary for the purposes of the Commercial Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

8.5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, AdFlow Media and each AdFlow Media Affiliate shall in relation to Processor Activity Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk including those set out in Annex II of this Appendix to these Publisher Data Terms.

8.6. In assessing the appropriate level of security, AdFlow Media and each AdFlow Media Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Information Breach.

8.7. Each Customer Affiliate authorises AdFlow Media and each AdFlow Media Affiliate to appoint in connection with Processor Activity Data (and permit each Subprocessor appointed in accordance with sections 8.8 to 8.10 inclusive to appoint) Subprocessors in accordance with this section 8 and any restrictions in the Commercial Agreement.

8.8. AdFlow Media and each AdFlow Media Affiliate may continue to use those Subprocessors already engaged by AdFlow Media or any AdFlow Media Affiliate as at the date of these Publisher Data Terms (a list of which is available on request), subject to AdFlow Media and each AdFlow Media Affiliate in each case meeting the obligations set out in section 8.10.4.

8.9. AdFlow Media shall provide Customer with a list of existing Subprocessors on request and provide at least 14 (fourteen) days' prior written notice of the appointment of any new Subprocessor of Processor Activity Data, including full details of the Processing to be undertaken by the Subprocessor. If, within 14 days of receipt of that notice, Customer notifies AdFlow Media in writing of any objections (on reasonable grounds) to the proposed appointment, neither AdFlow Media

nor any AdFlow Media Affiliate shall appoint (or disclose any Processor Activity Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by any Customer Affiliate and Customer has been provided with a reasonable written explanation of the steps taken. If in AdFlow Media's reasonable opinion, reasonable steps cannot be taken to address Customer's objections, AdFlow Media shall be entitled to terminate the Commercial Agreement, or the relevant attachment (either partially or wholly as AdFlow Media may decide) upon reasonable notice.

8.10. With respect to each Subprocessor authorised to Process Processor Activity Data, AdFlow Media or the relevant AdFlow Media Affiliate shall:

8.10.1. before the Subprocessor first Processes Processor Activity Data (or, where relevant, in accordance with section 8.8), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Processor Activity Data required by the Commercial Agreement;

8.10.2. ensure that the arrangement between on the one hand (a) AdFlow Media, or (b) the relevant AdFlow Media Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least a similar level of protection for Processor Activity Data as those set out in these Publisher Data Terms and meet the requirements of Data Protection Laws, subject to any standard data processing terms, addendum or equivalent required by international Subprocessors which AdFlow Media has no reasonable opportunity to negotiate;

8.10.3. if that arrangement involves a Restricted Transfer, ensure that the Processor SCCs are at all relevant times incorporated into the agreement between on the one hand (a) AdFlow Media, or (b) the relevant AdFlow Media Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor; and

8.10.4. AdFlow Media and each AdFlow Media Affiliate shall use commercially reasonable efforts to ensure that each Subprocessor of Processor Activity Data performs the obligations under sections 4.3, 5.2, 8.1, 8.4, 8.5, 8.6, 8.11 and 8.13, as they apply to Processing of Processor Activity Data carried out by that Subprocessor, as if it were party to these Publisher Data Terms in place of AdFlow Media.

8.11. Audit rights

8.11.1. AdFlow Media and AdFlow Media Affiliates will cooperate with Customer by responding to any questionnaire issued by a Customer Affiliate that is designed to assess the security policies and procedures covering AdFlow Media's and Contracted Processors' processing of Processor Activity Data. Furthermore, AdFlow Media will, upon request, provide Customer with the results of the most recent data security audit carried out by or for the benefit of AdFlow Media in connection with Processor Activities (provided that such report addresses the same category of data as the Processor Activity Data ("Similar Data")). Where any such audit report requires remedial action to mitigate against identified risk(s) to Similar Data processed by or on behalf of AdFlow Media, Customer may seek assurances that such actions have been completed in relation to the Processor Activity Data within the time-frame recommended in such audit report. Where Customer, acting reasonably, can demonstrate an actual or reasonably suspected material breach by AdFlow Media of these Publisher Data Terms in relation to the Processor Activity Data or that a competent supervisory authority requires it, it may itself through appropriately-qualified

security personnel conduct, or commission a third-party auditor to conduct, a data security audit on the terms set out below. AdFlow Media will fully cooperate with such audit requests by providing access to relevant knowledgeable personnel and documentation.

8.11.2. Audits will: (a) be on no less than fourteen days' prior written notice unless otherwise agreed; (b) be conducted during normal business hours; (c) not unreasonably interfere with AdFlow Media's business activities; (d) not take place more than once in any year except where required at law or as agreed between the parties; (e) be subject to AdFlow Media's reasonable security restrictions (e.g., sign-in requirements, badge requirements, escort requirements); (f) not compromise the security of (or grant access to) any data that is not Processor Activity Data; and (g) be at Customer's sole cost and expense.

8.11.3. The appointment of Customer's auditor(s) and any third-party auditor will be subject to AdFlow Media's prior written consent (not to be unreasonably withheld) and, where a third party is appointed, the agreement of non-disclosure terms between AdFlow Media and such third party.

8.11.4. If an audit commissioned by a Customer Affiliate reveals a significant security weakness with respect to Processor Activity Data, AdFlow Media will deliver to Customer a report setting out the steps it intends to take to mitigate the risk and the timings for implementation.

8.11.5. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection: (a) to any individual unless he or she produces reasonable evidence of identity and authority; or (b) if the proposed audit or inspection is outside the scope of the audit parameters agreed by the parties to these Publisher Data Terms in advance of such audit or inspection.

8.11.6. Customer may exercise its right of audit under clause 8.9 of the Processor Module as set out in, and subject to the requirements of, this section 8.11 of these Publisher Data Terms.

8.12. AdFlow Media and each AdFlow Media Affiliate shall provide reasonable assistance, at Customer's cost, to each Customer Affiliate with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Affiliate in accordance with Data Protection Laws, in each case solely in relation to Processing of Processor Activity Data by, and taking into account the nature of the Processing and information available to, the Contracted Processor.

8.13. AdFlow Media within 6 months, and in any event shall within 18 months, of receipt of Processor Activity Data, delete all original copies of such Processor Activity Data unless and solely to the extent required by Data Protection Laws or where retained in secure archival and no longer subject to any processing other than storage.

8.14. Where CCPA and/or CPRA (when in force) apply to Processor Activities, AdFlow Media may not (a) Sell or Share Processor Activity Data; (b) retain, use or disclose Processor Activity Data for a commercial purpose other than performing the Processor Activities; or (c) combine the Personal Information with other personal information that AdFlow Media receives from another entity.

8.15. AdFlow Media acknowledges and certifies that it understands the foregoing obligations.

9. INDEMNIFICATION

9.1. Subject to the other provisions of this section 9, AdFlow Media will defend, at its expense, Customer, and each of its officers, directors and employees ("**Customer Indemnitee**") against any claims, demands, and suits brought by a third party ("**Claims**"), arising out of or related to any breach of these Publisher Data Terms by AdFlow Media. AdFlow Media will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by AdFlow Media) in respect of such Claims and (to the extent not prohibited by applicable law) any fines or administrative penalties imposed by supervisory authorities or other regulators on Customer to the extent resulting from any breach by AdFlow Media of these Publisher Data Terms.

9.2. Subject to the other provisions of this section 9, Customer will indemnify, defend, and hold AdFlow Media, and each of AdFlow Media's Affiliates, successors, licensors, and each of its and their officers, directors, employees, agents, and/or assignees ("**AdFlow Media Indemnitee**") harmless against and in respect of any Claims and any audit or investigation by or on behalf of supervisory authorities or other regulators arising out of or related to any breach of these Publisher Data Terms by Customer, including damages and costs reasonably incurred in the defence of any such Claim or responding to such audit or investigation.

9.3. Each indemnifying party's obligations as set forth in this section 9 are contingent on: (i) the indemnitee providing the indemnifying party with prompt written notice of the Claim (and any information that may reasonably give rise to a Claim or indicate that a Claim is reasonably foreseeable or imminent), but only if the indemnifying party is materially adversely prejudiced by failure to receive such notice; (ii) the indemnifying party having the right to defend the Claim with counsel of its choosing so long as counsel is not adverse to the indemnitee; (iii) the indemnifying party having the right, in its sole discretion, to settle the Claim so long as such settlement does not impose any monetary or material non-monetary obligations on the indemnitee (other than indemnitee no longer using the applicable Products and Services), and provided that the indemnitee and its Affiliates will be included in any release language as part of any such settlement; and (iv) the indemnitee providing (at the indemnifying party's expense) such assistance and information as the indemnifying party may reasonably require to investigate, defend, or settle the Claim.

10. LIMITATION OF LIABILITY

10.1. **Exclusions of Loss.** Subject to section 10.4 and other than liability under the indemnification obligations under section 9, neither Party may be held liable for any: (a) loss of profits; (b) loss of use; (c) loss of goodwill; (d) business interruption, computer failure or malfunction; (e) loss of content or data; (f) cost of cover; or (g) any indirect, punitive, special, incidental, or consequential damages of any kind arising out of these Publisher Data Terms or in relation to data protection, privacy or security matters.

10.2. Subject to section 10.4, each Party's total liability with respect to data protection, privacy or security matters (including where such liability is covered by the indemnification obligations under section 9) and including breach by either party of these Publisher Data Terms will not exceed (1) one time the total fees paid by Customer under the Commercial Agreement in the prior twelve (12) month period.

10.3. The provisions of this section 10 will apply notwithstanding any provision of the Commercial Agreement to the contrary and regardless of the form of the claim or cause of action.

10.4. Nothing in these Publisher Data Terms shall limit or exclude either Party's liability in respect of (i) intentional misconduct or wilful default (ii) any personal injury (including death) caused by negligence, (iii) fraud or fraudulent misrepresentation or (iv) any other loss which cannot be lawfully excluded.

11. MISCELLANEOUS – DATA-RELATED

11.1. **Remainder of Commercial Agreement.** Except for the changes made by these Publisher Data Terms, the Commercial Agreement remain unchanged and in full force and effect.

11.2. **Order of Precedence (in context of Commercial Agreement).** If there is any conflict between any provision in these Publisher Data Terms and any provision in the

Commercial Agreement, these Publisher Data Terms shall prevail.

11.3. **Entire Agreement.** To the extent there are any prior agreements with regard to the subject matter of these Publisher Data Terms, these Publisher Data Terms supersede and replace such prior agreements as they relate to the performance of this Agreement.

11.4. **Consequences of termination.** These Publisher Data Terms shall survive termination or expiry of the Commercial Agreement. Upon termination or expiry of the Commercial Agreement, AdFlow Media may continue to process the Personal Information provided that such processing is in accordance with these Publisher Data Terms and applicable Data Protection Laws.

Schedule 1

ANNEX I

This Annex I shall only apply in the event of a Restricted Transfer. In the event of a Restricted Transfer, the Parties shall work together to complete this Annex I prior to such Restricted Transfer. If Annex I is not completed by Customer and executed by the Parties, Customer represents and warrants that it will use the Products and Services solely to serve advertising to traffic emanating from the United States, and specifically intends to exclude the serving of ads to traffic emanating from the European Union, Iceland, Norway and Liechtenstein (together with the European Union, the “European Economic Area”) or the United Kingdom and other countries outside of the United States.

A. LIST OF PARTIES

| Data Exporter(s) | |
|--|--|
| Role | Controller |
| Customer Name | |
| Customer Address | |
| Data Protection Contact (Name, Position, Email): | |
| Activities Relevant to the Data Transferred Under These Clauses | The data exporter is a publisher of premium video inventory. |
| Signature: _____ Date: _____ | |

| Data Importer(s) | |
|---|---|
| Role | Processor in respect of Processor Activities; otherwise Controller in relation to the delivery of the Products and Services |
| Name | AdFlow Media L.L.C-FZ |
| Address | The Meydan FZ, Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E |
| Data Protection Contact (Name, Position, Email): | contact@adflow-media.com |
| Activities Relevant to the Data Transferred Under These SCCs | Provision of ad tech services under the Commercial Agreement. |
| Signature: _____ Date: _____ | |

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

- Users of Customer Properties

Personal data transferred concern the following categories of data:

- Identifiers: IP address, cookie and mobile ad identifiers (IDFA, ADID); IP address, latitude and longitude; AdFlow Media and Customer unique identifiers;
- Demographic information: location, age range, gender, other Customer-specified demographics (tied to an identifier);
- User agent or such device information; and
- Behavioural data: frequency of identifiers visiting and viewing Customer Properties, and viewing and taking of certain actions with respect to advertising.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

- None

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):

- The transfer will occur on a continuous basis throughout the duration of the Publisher Data Terms.

Nature of the processing:

- The nature of the processing is the collection, storage, duplication, deletion, analysis, provision and disclosure of Personal Data as described in the Publisher Data Terms, limited to providing ad tech services to the data exporter including monetisation of the Customer’s inventory.

Purpose(s) of the data transfer and further processing:

- **Where AdFlow Media is a controller:** Antifraud purposes, including assigning a AdFlow Media ID to enable it to recognise the end user across publisher customers, selecting media buyers and demand partners in connection with the Services, internal reporting purposes and other purposes relating to improving and delivering AdFlow Media’s services and technology from time to time, authenticating logon credentials of AdFlow Media’s authorised users of its customers.
- **Where AdFlow Media is a processor:** the purpose of the processing is to provide ad tech services to the data exporter.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- The duration of the Publisher Data Terms.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

- Transfers to (sub-)processors comprise the same categories of data subjects and personal data and duration as set out above. The (sub-)processors provide services to AdFlow Media in connection with the delivery of the Products and Services, including hosting, technical support, content delivery, stream stitching and (to the extent they are processors) the activities of demand side platforms and data management platforms which integrate with the Products and Services to facilitate the buying and selling of targeted advertising.

Supervisory Authority:

- The supervisory authority in which either (a) the data exporter is established; or (b) in which the data exporter has appointed a Representative from the UK, Iceland, Norway, Lichtenstein or an EU Member (“State”); or (c) in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored:

| State | Name of Competent Supervisory Authority in Accordance with Clause 13 |
|-------|--|
| | |

C. FOR THE PURPOSES OF THE UK APPROVED ADDENDUM:

- The information required for Table 1 is contained in Annex I of this Schedule 1 of these Publisher Data Terms and the start date shall be deemed dated the same date as the SCCs;
- in relation to Table 2, the versions of the SCCs to which the UK Approved Addendum applies are the Processor Module and the Controller Module, each subject to section 6.1.7 of these Publisher Data Terms;
- in relation to Table 3, the list of parties and description of the transfer are as set out in Annex I of this Schedule 1 of these Publisher Data Terms, AdFlow Media’s technical and organisational measures are set in Annex II of this Schedule 1 of these Publisher Data Terms, and the list of AdFlow Media’s sub-processors shall be provided pursuant to section 8.9 of these Publisher Data Terms; and
- in relation to Table 4, neither party will be entitled to terminate the UK Approved Addendum in accordance with clause 19 of the UK Mandatory Clauses.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

AdFlow Media has developed policies, practices, or procedures regarding the issues described below with respect to its processing of Personal Information:

1. Measures of pseudonymisation and encryption

- The use of cryptographic controls for protection of information.
- Design of systems to support appropriate encryption protocols for data relating to Users in transit, which may include TLS 1.2 or higher.
- The use, protection, and lifetime of cryptographic keys.
- Design of systems to prefer usage of pseudonymised data relating to Users (for instance bid request data).
- Prohibiting the re-linking of pseudonymised User data to directly-identifiable Personal Information.

2. Measures regarding confidentiality, integrity, availability and resilience of processing systems and services

- Inventorying of assets associated with information and information processing facilities.
- Ownership of inventoried assets.
- Acceptable use of information and assets.
- Return of assets by personnel upon termination of their employment, contract, or engagement.
- Classification of information into categories based on an internal assessment of value, criticality and sensitivity in accordance with legal and compliance requirements.
- Design of information security controls based on the classification of information.
- Vulnerability identification, evaluation, and management, including penetration testing.
- Software updates and patching.

3. Measures regarding the ability to restore availability and access in a timely manner in the event of a physical or technical incident

Incident management:

- Management responsibilities and procedures in response to cybersecurity incidents.
- Internal reporting of cybersecurity events through appropriate management channels.
- Assessment of cybersecurity events and determination of cybersecurity incidents.
- Response process to cybersecurity incidents.
- Use of knowledge gained from analysing and resolving cybersecurity incidents to reduce the likelihood or impact of future incidents.

Business Continuity Management:

- Determination of requirements for continued availability of systems in adverse situations – e.g., during a crisis or disaster.
- Review and validation of the established and implemented cybersecurity continuity controls at regular intervals.

Business Continuity Planning:

- Alignment of Business Continuity (BC) and Disaster Recovery DR Program with industry BC/DR standards including Recovery of Time Objectives (RTO) and Business Continuity Plans (BCP).
- Redundancy of information processing facilities for disaster recovery purposes.

4. Measures regarding testing, assessing and evaluating the effectiveness of technical and organisational measures

- Review of management and implementation of cybersecurity.
- Review compliance of information processing and procedures.
- Review of information systems for compliance with policies and standards.

5. Measures for user identification and authorisation

- Access control based on business and cybersecurity requirements.
- Limitations and review of user access at regular intervals.
- User access management: registration and de-registration processes.
- Allocation and use of privileged access rights based on role.
- Allocation and management of user credentials.
- Removal or adjustment of access rights upon termination of employment, contract, or engagement.
- Password quality requirements.

6. Measures for data during transmission

- Design of systems to encrypt data relating to Users in transit according to risk and business need, which may include TLS 1.2 or higher.
- Management and control of networks to protect information and systems.

- Segregation of information services, users, and information systems.
7. **Measures for the protection of data during storage**
 - Separation of development, testing, and operational environments.
 - Detection and prevention of, and recovery from, malware and malicious activities.
 8. **Measures for physical security of locations**
 - Physical security requirements.
 - Physical protection against natural disasters, malicious attack, or accidents.
 - Monitoring and control of access to physical premises.
 - Protection from power outages.
 - Protection of power and telecommunications cabling from interception, interference, or damage.
 - Maintenance of equipment.
 9. **Measures regarding system configuration, including default configuration**
 - Installation and configuration of software on operational systems.
 10. **Measures for internal IT and IT security governance and management**
 - Definition, allocation, and segregation of cybersecurity responsibilities.
 - Review of goals and objectives for cybersecurity at regular intervals.
 - Embedding of security practices for the development of software and systems.
 - Control of changes to systems.
 - Review and testing of business-critical applications when operating platforms are changed.
 - Secure software development lifecycle.
 - Protecting secure development environments for system development.
 - Careful planning of audit activities.
 11. **Measures for assurance of processes and products**
 - Security audits of internal systems conducted by third parties.
 - Obtaining SOC certifications for selected platforms.
 - Scheduled and ad hoc internal security audits.
 12. **Measures regarding data minimisation**
 - Design of systems to collect minimal identification information (such as IP addresses and device ID) of Users.
 13. **Measures regarding data quality**
 - Collection of Personal Information relating to Users directly from the User's device helps protect data quality.
 14. **Measures for limiting data retention**
 - Deletion of Personal Information relating to Users and to authorised users of the Products and Services within 18 months.
 15. **Measures regarding accountability**
 - Background checks for employment in accordance with relevant laws, regulations and ethics.
 - Requirements for contractual agreements.
 - Education, training and regular updates of policies, standards, and procedures.
 16. **Measures for conducting erasure**
 - Secure disposal of media when no longer required.
 17. **For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter**
 - Documentation of cybersecurity requirements for mitigating the risks associated with suppliers' access to assets.
 - Establishment of relevant cybersecurity requirements with suppliers that access, process, store, communicate, or provide technology infrastructure components for information.
 - Requirements for agreements with suppliers to address the cybersecurity risks associated with information and communications technology services and product supply chain.
 - Monitoring, review, and audit of supplier service delivery.
 - Management of changes to the provision of services by suppliers, including maintaining and improving existing cybersecurity policies, procedures, and controls.

18. Data Subject Request Assistance

- In respect of the assistance to be provided by the data importer to the data exporter where the data importer acts as a processor, the provisions of section 4.3 of the Publisher Data Terms to which this Annex is appended set out how the data importer will provide that assistance and the scope and extent of that assistance.

19. Other measures

- Responding to Law Enforcement Agency requests (no requests received by AdFlow Media as at the date of these Publisher Data Terms).
- Assessment of new Restricted Transfers and alignment with applicable Data Protection Laws.
- Periodic review of policies and processes for Restricted Transfers and alignment with applicable Data Protection Laws relating to Schrems II.
- Prohibition of backdoors in AdFlow Media's technology to enable Law Enforcement Agency access.