

BY ACCEPTING THESE TERMS OF USE, EITHER BY CLICKING A BOX ONLINE INDICATING YOUR ACCEPTANCE, OR BY EXECUTING A MASTER SERVICES AGREEMENT OR ORDER THAT REFERENCES THESE TERMS OF USE, OR BY USING THE SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE. IF YOU ARE ACCEPTING THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS OF USE, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES; PROVIDED, THAT IF YOUR COMPANY HAS SEPARATELY EXECUTED A MASTER SERVICES AGREEMENT OR ORDER WITH nscreenads DSP AND YOU ARE AUTHORIZED BY SUCH COMPANY TO CREATE A PLATFORM USER ACCOUNT, THIS SENTENCE DOES NOT APPLY TO YOU. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE, YOU MUST NOT ACCEPT THESE TERMS OF USE AND YOU MAY NOT USE THE SERVICES

1. **Definitions.** Terms and expressions not otherwise defined in the body of these Terms of Use will have the following meanings:

1. **"Ad" or "Advertisement"** means a commercial notice, announcement or message made in a public medium to an advertiser's customers or prospective customers to promote a person, entity, brand, product, service, or event.

2. **"Additional Terms and Conditions"** means any additional terms and conditions specified by nscreenads DSP from time to time for certain Services and attached to an applicable Order or made available to the Customer.

3. **"Ad Technologies"** means, collectively, digital advertising technologies that include advertising tags (such as pixels, clear GIFs and similar methods), cookies, device identifiers or other identifiers and similar technologies.

4. **"Affiliate"** of a party means an entity that, directly or indirectly through one or more entities, controls, is controlled by or is under common control with that party, where "control" means the possession, direct or indirect, of the power to direct the management and policies of such party, whether through the ownership of at least fifty percent (50%) of the voting interest of such party, through contractual provisions, or otherwise, and includes that entity's officers, directors, agents, employees, successors and assigns.

5. **"Agreement"** means, collectively, these Terms of Service, the Additional Terms and Conditions, the MSA, and any Orders, including all schedules and attachments thereto and all amendments to any of the foregoing.

6. **"Customer"**, **"you"** and **"your"** means the individuals or organization(s) identified in the MSA and/or the applicable Order, that are responsible for payment to nscreenads DSP pursuant to the Agreement.

7. **"Customer Data"** means all campaign data collected by nscreenads DSP hereunder on behalf of or received from Customer, its advertisers or the agencies representing Customer, including any data that Customer, its Affiliates, or any third party vendors or partners on Customer's behalf may disclose or submit to nscreenads DSP and any and all Customer Reports; provided however, Customer Data does not include Non-Proprietary Data, even if such data is identical to a portion of data comprising Customer Data. References to Customer Data include Customer Personal Data (as defined in Section 6.2) unless Customer Personal Data is specifically excluded from the MSA and/or Order.

8. **"Customer Material(s)"** means any Advertisement, creative, content, data, information or material of any kind created, managed, or delivered by or on behalf of Customer or its Third Party Users using the Services, and includes, without limitation, any creative works, content,

data, information, media plan or material of any kind referenced by or accessed via an Advertisement, such as by a URL or other method.

9. **“Customer Report”** means any report or summary prepared for Customer in connection with the Services containing information about user activity or engagement with Advertisements.

10. **“Fees”** means the fees or rates for the use of the Services as set forth in each Order.

11. **“Intellectual Property Rights”** means all rights including future rights in inventions, patents, designs, copyrights, trademarks, service marks, databases and topography rights (whether or not any of those is registered and including applications for registration of the foregoing, renewals, extensions, continuations, divisions and reissues) together with all trade secrets, know-how and all rights or forms of protection of a similar nature or having equivalent or similar effect to any others which may subsist anywhere in the world.

12. **“MSA”** means any Master Services Agreement or similar contractual agreement entered into between you and nscreenads, including all schedules and attachments thereto, as amended from time to time.

13. **“Non-Proprietary Data”** means data that is generated or obtained by nscreenads DSP in connection with the Services that may include Personal Data as defined by applicable laws, and which nscreenads DSP processes as a controller. Non-Proprietary Data includes data included in a HTTP header or HTTP response, such as user agent strings and time stamps; IP addresses; URLs not provided by or on behalf of Customer; and persistent and non-persistent identifiers, such as session IDs, cookie IDs, cache-based IDs, mobile advertising identifiers and device IDs.

14. **“Order”** means an ordering document for Services that is signed by Customer or submitted to nscreenads DSP by means of an online click-thru and is accepted by nscreenads, which may include, without limitation, an order, statement of work, schedule, attachment, or insertion order, as amended from time to time.

15. **“Payment Terms”** means the payment terms set forth in the MSA or the applicable Order.

16. **“Platform(s)”** means any of the nscreenads DSP service platforms accessible via the Internet for the provision and use of the Services, including any administration websites through which nscreenads DSP provides access to such platforms and all software (including source and object code), updates, enhancements, documentation, or other materials (excluding Customer Materials) in or related to the platforms that nscreenads DSP makes available in the course of providing the Services.

17. **“Privacy Rules”** means, to the extent each is applicable: (i) the requirements of any privacy and data protection laws, treaties, inter-governmental agreements, and regulations to which a party is subject in the conduct of its business; (ii) with respect to all processing of personal data relating to individuals in the European Economic Area by or on behalf of a party to this Agreement in, or transfer of personal data to, the United States of America, the EU Standard Contractual Clauses set forth below in Section 16; (iii) the following digital advertising industry rules to the extent applicable to the conduct of a party’s business in the territories where such rules apply: (a) all United States Federal Trade Commission (“FTC”) rules and guidelines regarding the collection, use and/or disclosure of information from or about a unique user of a website, application and/or mobile website and/or the device associated with such user; (b) the California Consumer Privacy Act (CCPA), as amended; (c) all enacting legislation of European Union member states of directives of the European Parliament and Council related to the processing of personal data or the storage of or access to information stored on an individual person’s computing equipment, including mobile devices; (d) the advertising industry self-regulatory codes and principles promulgated by the Digital Advertising Alliance (“DAA”), and the European Interactive Digital Advertising Alliance (“EDAA”), as each such rules, guidelines, codes or set of principles may be amended from time to time by the promulgating entity or any successor entity; (iv) any other relevant FTC, DAA, or EDAA code or principles relating to the collection and use of data obtained from individual persons for advertising purposes; and (v) any

amendments, modifications, extensions, supplements or replacements of or to any of the foregoing. For the purposes of the descriptions in the Standard Contractual Clauses as between nscreenads DSP and Customer, nscreenads DSP agrees that it is a “data importer” and Customer is the “data exporter” under the Standard Contractual Clauses (notwithstanding that Customer may be located outside the EEA and may itself be a Processor acting on behalf of third party Controllers).

18. **“Services”** means, collectively, the products and services specified in the MSA or the applicable Order, which may include, without limitation: (i) provision of digital advertising solutions or services in or through any Platform; (ii) professional, creative, media buying or selling and related trading services for agencies and their customers using nscreenads DSP professional services, any Platform, or the technology and services of third party service providers and nscreenads DSP alliances; and (iii) the data, products and services of third parties that nscreenads DSP may make available to Customer from time to time.

19. **“Site(s) Content”** means all materials, data, images, texts, sounds, information or other content contained in or around and/or linked to any Site (as defined in Section 6.9).

20. **“Standard Contractual Clauses”** means the applicable module(s) of the European Commission’s 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, as set out in the Annex to Commission Implementing Decision (EU) 2021/914.

21. **“nscreenads”, “we” and “us”** means nscreenads DSP.

22. **“Term”** has the meaning given to such a term in the MSA or the applicable Order.

23. **“Territory of Domicile”** means Customer’s territory of domicile as set forth in the MSA or the applicable Order.

24. **“Third Party User”** means any third party contractor, client, advertiser, agency, or publisher, as applicable, that accesses and uses the Services through Customer’s Account (as defined in Section 3.1).

2. Ordering and Use of Services

1. Customer may request Services by submitting an Order for the selected Services to nscreenads DSP. nscreenads DSP may reject any Order in its sole discretion. Any signature method approved by nscreenads DSP shall be binding upon Customer, including electronic signatures or other indications of assent to the terms of this Agreement, such as assent given through the use of an online ordering process. No supplemental or different terms presented by Customer, such as in a purchase or insertion order, or change made by Customer in writing or otherwise to an MSA, Order, or these Terms of Use, shall be binding upon nscreenads DSP unless set forth in a written amendment executed by both parties in accordance with Section 14.

2. Subject to payment by Customer to nscreenads DSP of the Fees as set forth in the MSA or the applicable Order and pursuant to Section 3, nscreenads DSP will make the Services available to Customer (and its Third Party Users, as applicable) in accordance with the terms of this Agreement. Notwithstanding the foregoing, Customer acknowledges and agrees that certain Services, including, without limitation, professional, creative, media buying, trading or third party services, may be subject to Additional Terms and Conditions which will be provided or referenced in the applicable Order.

3. nscreenads DSP does not pay for any suggestions regarding the Services, or any improvement to processes, procedures, marketing or any other matter (collectively “Suggestions”). Any Suggestions that the Customer submits to nscreenads DSP becomes the property of nscreenads. nscreenads DSP will not (i) compensate the Customer for any such Suggestion; (ii) have any obligation of confidentiality with respect to any such Suggestion; or (iii)

be liable to the Customer for any use or disclosure of any such Suggestion. Customer grant nscreenads DSP a royalty-free, irrevocable, unrestricted, non-exclusive, sub-licensable, assignable, worldwide license to use, modify, copy, sublicense, transmit, publish, create derivative works from, publicly perform and display any Suggestion for any purpose, commercial or otherwise, without compensation or liability to the Customer or to any third party.

3. Access to Platform and Account

1. Customers may access certain Services through an administrative website or, subject to Section 3.5, an application programming interface ("API") for the Platforms maintained and controlled by nscreenads. For access to the Platforms, nscreenads DSP will provide Customer with one or more logins and passwords for access to Customer's account and corresponding administrative controls ("Customer's Account") by authorized personnel of Customer and/or Third Party Users ("Customer's Representatives"). In order to use any Platform, Customer will, and will ensure that Customer's Representatives represent, warrant and covenant that they will, provide nscreenads DSP with accurate, truthful and complete registration information and agree to the terms of this Agreement and any other Additional Terms and Conditions applicable to each Platform that nscreenads DSP may otherwise reasonably require. Upon acceptance of any application made by Customer, each of Customer's Representatives will be assigned with a user name and password that will allow access to the applicable Platform, and will become a registered user. Customer will ensure that each of Customer's Representatives that is provided registered user access to any Platform keeps its registration information accurate and up-to-date and does not share its password or registered user name with any third party except as otherwise set forth in this Agreement, and Customer agrees that any failure by any Customer Representative to do so will constitute a breach of this Agreement by Customer, which may result in immediate termination of Customer's Account. Customer will immediately notify nscreenads DSP in writing of any change in authorization, any unauthorized use of any Customer's Account or any other account-related security breach of which it becomes aware. Upon termination of this Agreement for any reason, nscreenads DSP will have the right to disable and delete each Customer Representative's access to Customer's Account immediately and to delete all Customer Data thirty (30) days after termination or expiration of this Agreement. Customer and nscreenads DSP will ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2. nscreenads DSP reserves the right to suspend or delete any account in its sole discretion for any reason. If nscreenads DSP suspends or deletes Customer's Account: (i) nscreenads DSP is not obligated to provide the Customer with a reason for its actions; and, (ii) nscreenads DSP will refund the full unused balance remaining in the Customer's Account, if any, within 30 days of receiving written instructions from the Customer as to where to refund the balance. If nscreenads DSP deletes Customer's Account, the Customer's right to access the Services and use any applicable Platform shall immediately terminate. Customers will not be permitted to open a new account. If nscreenads DSP suspects that the Customer is operating, or associated with, another account (based on its analysis of subscriber data, account content and other information), nscreenads DSP may suspend or delete such 'related' account as well.

3. nscreenads DSP will use commercially reasonable efforts to make the applicable Platform accessible to Customer 24 hours per day, 7 days per week, subject to any downtime for maintenance, updating and repair. Notwithstanding the foregoing, Customer acknowledges and agrees that nscreenads DSP will have no responsibility for Customer's inability to use the

Services or access any Platform due to Internet or other network interruption, communications failure, server downtime or other force majeure event.

4. The internet is an inherently insecure medium and the transmission of data over the internet (such as sending an email or logging onto a website) is subject to possible loss, interception or alteration while in transit. Accordingly, nscreenads DSP does not assume any liability for any damage the Customer may experience or costs it may incur as a result of any loss, interception or alteration of transmissions over the internet.

5. If Customer authorizes nscreenads DSP to set up API access under Customer's Account: (a) Customer's use of the API is deemed to be a use of the applicable Platform and is subject to the terms of this Agreement and any Additional Terms and Conditions nscreenads DSP may require regarding API use; (b) nscreenads DSP will provide access to the API in accordance with Customer's written instructions and any additional usage terms set forth in the Order; (c) Customer acknowledges and agrees that nscreenads's only obligations with respect to Customer and/or any Third Party User provided access to nscreenads's API ("3rd Party API User") are those specifically undertaken by nscreenads DSP in the Order and nscreenads DSP otherwise has no responsibility or liability for Customer's or any 3rd Party API User's performance or obligations under any separate agreement that may exist among Customer, any of Customer's clients and any 3rd Party API Users; (d) Customer is solely responsible for obtaining any 3rd Party API User's written agreement to any Additional Terms and Conditions required for access to the API and returning a copy thereof to nscreenads; and (e) nscreenads DSP may suspend providing API access without liability to Customer or any 3rd Party API User, or any of their respective Affiliates or clients, if nscreenads DSP believes, in its sole discretion, that the receipt or processing of any Customer Data via the API violates any Privacy Rules or otherwise may result in liability for nscreenads DSP or any of its Affiliates or any of their respective customers.

4. Limited Rights; Ownership.

1. nscreenads DSP hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable (except as expressly provided in this Agreement), and limited right for Customer to access and use the Platform specified in the Order in accordance with this Agreement solely during the Term and for the sole purpose of using the Services for its internal business purposes. Except as expressly permitted by this Agreement, Customer may not, directly or indirectly or by itself or through any other person or entity, use, rent, lease, sell, transfer (by sublicense, assignment, operation of law, change in control or otherwise), timeshare, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the applicable Platform. Moreover, Customer will not (and will ensure that Customer's Representatives do not) reverse engineer, decompile, or otherwise attempt to discover the source code for the applicable Platform or any of the Services. All rights not expressly assigned or licensed in this Agreement are reserved by nscreenads DSP in full.

2. Except as expressly provided herein, nscreenads DSP has and will have the sole and exclusive ownership of all right, title and interest in and to all the Platforms and all applicable Services and all Intellectual Property Rights in applicable Platform and Services, any enhancements thereto, any documentation or other materials regarding the use thereof and related thereto, any machine learning and the results and outputs of such machine learning that occur prior to, during, or after Customer's use of the Services, and any nscreenads DSP proprietary data provided to Customer by nscreenads DSP in whatever form or media

(collectively, “**nscreenads DSP Intellectual Property**”). Neither this Agreement, nor anything contained herein, will be construed as a sale of any Platform or any of the Services or any Intellectual Property Right or any other nscreenads DSP Intellectual Property or any proprietary right or title therein or thereto.

3. If any deliverable to Customer produced by nscreenads DSP’s Services includes nscreenads DSP Intellectual Property, then nscreenads DSP will remain the sole and exclusive owner of such included nscreenads DSP Intellectual Property, and nscreenads DSP grants Customer only a non-exclusive, perpetual, worldwide, royalty-free license to use such nscreenads DSP Intellectual Property, for any purpose, including to sell, sublicense, disclose, publicly display, and create derivative works from such nscreenads DSP Intellectual Property, but solely as incorporated into or embedded in such deliverables and not separately therefrom. Subject to the preceding sentence, Customer will own all right, title and interest in and to such deliverables, including the Intellectual Property Rights therein.

4. As between nscreenads DSP and Customer, Customer has and will have the sole and exclusive ownership of all right, title and interest in and to the Customer Materials, Customer Data, and the Site Content where applicable, and all Intellectual Property Rights in the same, except for any nscreenads DSP Intellectual Property embedded therein.

5. Customer grants nscreenads DSP a non-exclusive license during the Term to use, copy, modify, process and distribute Customer Materials and Customer Data solely for the purpose of providing the Services in accordance with this Agreement and subject to its terms.

6. Customer agrees that nscreenads DSP may use and disclose certain data, including Customer Data and Non-Proprietary Data, derived from Customer’s use of the applicable Platform and Services (assuming no user opt-out of such use has been communicated to nscreenads, including as provided in Section 6.7) to create aggregated data and statistics about the Services and its features, which nscreenads DSP may provide to others, including nscreenads’s customers, potential customers and the general public, provided that such aggregated data and statistics do not contain any Customer Personal Data (as defined in Section 6.2) or identify any living individual, Customer, Customer’s clients, or any of their respective products or brands. Customer further acknowledges that nscreenads will cookie-match between rfihub cookies used by nscreenads DSP and other cookies deployed by nscreenads, in order to leverage online segment data for other marketing channels.

7. Customer grants nscreenads DSP a non-exclusive license during the Term to use its and its Third Party Users’, as applicable, name and trademarks in marketing materials, the customer ad showcase area of the applicable Platform, and customer lists; provided, that Customer has the right to notify nscreenads DSP in writing if it does not agree to any of the foregoing uses of its name and trademarks.

8. “nscreenads’, ‘nscreenads DSP” and nscreenads’s logos are, and remain, trademarks of nscreenads, its affiliated companies, and/or its licensors; you may not copy, imitate or use any of these without nscreenads’s prior written consent.

5. Confidential Information.

1. Any information provided hereunder by either party which is clearly marked as “confidential” or designated to be confidential by the terms of this Agreement, including, in particular, the terms and Fees set forth in the MSA and any Orders (“**Confidential Information**”) will not be

used, disclosed or reproduced by the other party without the express written consent of the party providing such information, other than for the performance of such party's obligations under this Agreement. "**Confidential Information**" includes all information furnished by or on behalf of either party to the other party, whether furnished before or after the date of this Agreement and regardless of the form in which it is or was communicated or maintained, that is marked as "confidential" or that, from all of the circumstances, the receiving party knows or has reason to know or could reasonably be expected to believe that the disclosing party intended or expected the secrecy of such information to be maintained, that contains or otherwise reflects information concerning the disclosing party, including, without limitation, technical data, know-how, unpublished patent applications, research, product plans or proposals, product applications, inventions, experimental results, trade secrets, processes, designs, drawings, business plans or proposals, implementation strategies, methods of operation, standard operating procedures, marketing information, presentations, programs and strategies, pricing information, promotional information and techniques, analytical procedures, agreements with or information of third parties, financial information and conditions, and information relating to engineering, markets, suppliers or vendors, services, customers, personnel data and marketing, and any other confidential information concerning the business and affairs of the disclosing party, and will include all notes, studies, reports, memoranda and other documents prepared by the receiving party or its representatives that contain or reflect any Confidential Information. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or failure to act by the receiving party; (b) is lawfully in the possession of the receiving party at the time of disclosure, as demonstrated by the receiving party's written records immediately prior to the time of disclosure; (c) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on its disclosure; (d) is required to be disclosed by applicable law or regulation; provided, that the receiving party, to the extent legally permitted, will promptly notify the disclosing party of such request, furnish only the minimum portion of Confidential Information that the receiving party is advised by legal counsel is legally required to be furnished, and assist the disclosing party, if requested, in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information as is required to be disclosed.

6. Data Protection and Privacy.

1. nscreenads DSP and Customer (and its Third Party Users) each represents and warrants that it will at all times comply with the requirements of any applicable Privacy Rules and will refrain from engaging in any behavior that is reasonably likely to render the other party in breach of the Privacy Rules.

2. To the extent that nscreenads DSP processes personal data about any natural person ("**Personal Data**", which may also be referred to as "personally identifiable information" or "personal information" by applicable laws) supplied or collected by or on behalf of Customer ("**Customer Personal Data**") in the course of providing the Services, it will do so as a processor acting on behalf of Customer (as data controller), however, nscreenads DSP processes Non-Proprietary Data as a controller. To the extent that Non-Proprietary Data is disclosed by Customer to nscreenads DSP, nscreenads DSP processes such data as a co-controller. The terms "data processor," "data controller," "process" and their derivatives will have the meanings ascribed to them under the Privacy Rules enforceable in the geographic territories where such processing occurs, or if not defined in any territory, they will have their plain language meanings in that territory.

3. Customer will process and disclose Customer Personal Data in accordance with the provisions of Customer's privacy policy and applicable Privacy Rules. If nscreenads DSP is instructed by Customer to collect any Customer Personal Data through any Services, Customer will use such Customer Personal Data solely for the purposes identified within the Customer Materials and Customer's privacy policy in order to provide the individual who provides such Customer Personal Data with the requested goods, services or information requested from Customer; provided, that Customer agrees not to, and will require its clients and any third parties with whom it shares Customer Personal Data not to merge or attempt to merge non-Personal Data obtained via the Services retroactively with any Personal Data without first obtaining affirmative consent from the individual to whom the data relates for such merger. Customers are required to obtain affirmative consent to the processing of Personal Data from each user that is in the European Economic Area and subject to the rules set out in the Regulation (EU) 2016/619 ("General Data Protection Regulation" or "GDPR").

4. nscreenads DSP will have in place and maintain throughout the Term appropriate technical and organizational measures to prevent accidental or unauthorized destruction, loss, alteration or disclosure of Customer Data. Customer acknowledges that nscreenads DSP shall have the right to delete Customer Data in accordance with nscreenads's data retention policies and to disclose, modify or delete Customer Personal Data in accordance with this Agreement or as required by Privacy Rules.

5. nscreenads DSP will promptly and without undue delay and in any case no later than seventy-two (72) hours of becoming aware, inform Customer in the event of: (i) any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosures of, or access to, Personal Information (altogether, a "**Security Incident**"), or (ii) any reasonable suspicion of a Security Incident, regardless of its cause. At Customer's direction, nscreenads DSP will provide all relevant information and assistance required by Customer to investigate, mitigate and respond to a Security Incident, including at a minimum, any information or assistance required by applicable privacy and data security laws, rules and regulations.

6. nscreenads DSP agrees to reasonably assist Customer in performing any required audits. Customers will give advance notice and will conduct any such audit at its own cost during regular business hours and without unreasonable disruption to nscreenads DSP's operations. For the avoidance of doubt, this provision will not require nscreenads DSP to provide any Customer with access to the confidential information of nscreenads DSP's other customers.

7. Customer authorizes nscreenads DSP to subcontract processing of Customer Data under this Agreement to one or more third parties provided that nscreenads: (a) complies with the Privacy Rules; (b) flows down its obligations to protect the Customer Data to any subcontractor it appoints; and (c) will remain responsible for any failure to comply with the Privacy Rules by any subcontractor it appoints to process Customer Data. In the case of general written authorisation, nscreenads DSP shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes.

8. In the course of performing the Services, Ad Technologies may be used by nscreenads DSP in relation to websites or applications of Customer, its Third Party Users, their respective customers, and other websites, applications and online and mobile presences to improve, analyze and measure the success of advertising campaigns delivered using the Services, or to research, augment or improve nscreenads's own proprietary Ad Technologies in a way that does not identify Customer, its Third Party Users, or their respective customers. Customer will

ensure that it (and its Third Party Users, where applicable) obtains all appropriate and necessary consents, and provides all necessary information, to enable the use of such Ad Technologies in compliance with the Privacy Rules. In particular, Customer will ensure that individuals are informed of their ability to refuse or opt-out of nscreenads DSP Ad Technologies at any time by visiting nscreenads's opt-out page available via the nscreenads DSP Privacy Policy or any other location specified by nscreenads DSP from time to time. Customer agrees that nscreenads DSP has no responsibility or liability for any Customer Ad Technologies or third-party Ad Technologies deployed or used by Customer via the Services.

9. Use of the Services is also governed by nscreenads DSP's privacy policy ("**nscreenads DSP Privacy Policy**"), which is incorporated into this Agreement by reference. The Privacy Policy can be found at nscreenads's website and is available for review at <https://nscreenadsads.com/privacy> or any other location specified by nscreenads DSP from time to time. Customers will maintain, implement, and always comply with a publicly available privacy policy that in all material respects meets or exceeds the substantive provisions of nscreenads's Privacy Policy.

10. Without limiting Sections 6.6 or 6.7, where Customer is an owner or publisher of one or more websites, applications or other digital properties in which Advertisements are displayed (each, a "**Site**") it will comply with the Privacy Rules and commercially reasonable industry standards and practices, including: (a) maintaining a privacy policy conspicuously on each Site that complies with the Privacy Rules and, at a minimum, includes disclosures on Customer's interest-based advertising activities, the types of data collected from users by the Sites, the Site's use of any such data and any disclosures or transfer of such data to third parties, and the types of Ad Technologies used by the Site to collect such data; (b) providing a brief explanation within Customer's and each Site's privacy policy explaining that it works with third party ad providers and, if applicable, allows such third party ad providers to engage in interest-based advertising activities, serve Customer Materials and use Ad Technologies on the Site to collect user data for use in connection with the delivery of advertising and content; and (c) including in Customer's and each Site's privacy policy, where applicable, a conspicuous link to an industry opt-out page that allows users to opt-out of the interest-based advertising activities of third party ad providers, such as the opt-out tools made available by the NAI, DAA, and EDAA from time to time.

11. Customer will not append any third party tags to nscreenads DSP's tags, nor will Customer allow any third party tracking or tagging (collectively "**Third Party Tags**") through the Platform unless any provider requesting to implement Third Party Tags is in full compliance with this Section 6 and the Privacy Rules, including, without limitation, by presenting users with notice and choice to opt-out of data collection and processing in connection with such Third Party Tags. Customer will provide nscreenads DSP and any client it represents, where applicable, with notice of any Third Party Tags Customer wishes to implement in the Platform. nscreenads DSP reserves the right to validate any Third Party Tags or provider thereof for compliance with this Section 6 and the Privacy Rules, and for authenticity, and is under no obligation to allow the implementation of Third Party Tags. nscreenads DSP may create lists of providers of Third Party Tags who are certified to append Third Party Tags in the Platform, and reserves the right to block any providers who are not validated for compliance; and without derogating from the above, Customer will be solely responsible for any Third Party Tags implemented through the Platform by Customer or any provider or other person authorized to act on Customer's behalf, including any damage, cost or claim resulting from appending such Third Party Tags.

7. Customer Responsibilities.

1. As between the parties, Customer is solely responsible for: (a) all aspects of any Customer Materials created, delivered, or managed through or processed or linked to the Services; (b) all campaign settings, including settings in the Platform designated as “Stop Serving”, as determined and inserted by or on behalf of Customer on the applicable Platform; and (c) all aspects of campaign management including data entry, ads, pricing, budget, maximum number of impressions, flight parameters, pacing, campaign set up and trafficking, targeting constraints, monitoring ad status, advertiser requirements and objectives, and campaign performance. Customer is solely responsible for any conditions, representations, or warranties it makes to its advertisers regarding actual or expected campaign performance, and for any make-goods it may issue to advertisers. Customer will conduct (and ensure that its Third-Party Users conduct) all of its marketing, business, and other activities related to the Customer Materials and its use of the Services in compliance with local, state, federal and international laws, rules, treaties, intergovernmental agreements and governmental orders, regulations and regulatory codes of practice applicable to its business.

2. Customer represents and warrants that it will not (and will procure that its Third Party Users do not) use the Services in connection with, or to promote campaigns, Advertisements or other Customer Materials or Site Content containing: (a) content that is an invasion of privacy, degrading, defamatory, libelous, unlawful, profane, obscene, pornographic, hate material or discriminatory; (b) content that promotes any illegal or fraudulent activity, including, without limitation, the promotion of gambling where prohibited, illegal substances, software piracy or hacking, or invalid advertising traffic; (c) content that infringes the personal rights or Intellectual Property Rights of any third party; (d) content, links or codes that promote or reference software piracy and/or activities generally understood as Internet abuse, including the sending of unsolicited bulk messages or the distribution or use of spyware, Malware (as defined below), worms, Trojan horses, time bombs, cancelbots, bots or other code that generate fraudulent or invalid advertising traffic, corrupted files or similar software; or (e) content that it knows or reasonably should have known to be false, fraudulent or misleading, including content, links or codes that facilitate the creation or use of fraudulent or invalid advertising traffic. **“Malware”** means software or applications, or websites associated with software or applications, that (i) may be used to disrupt, damage, take control of, misuse, or otherwise use or disable a computer or computer system or operation; (ii) impermissibly views or collects information; (iii) access computer systems to display or distribute unwanted or illicit advertising, content or software; or (iv) violates the written policies of any advertising exchange or publisher that Customer may have access to through the applicable Platform, as such policies may be updated and published from time to time. Customer shall use a reputable third-party Malware detection vendor to scan all ads that are served to websites in connection with Customer’s use of the Services. Without limiting any of its rights under this Agreement, nscreenads DSP may immediately suspend or terminate Customer’s access to the Services without notice and may terminate this Agreement without any liability to Customer, if Customer fails to comply with this Section 7.

3. Customer represents and warrants that: (a) it is a business, not a consumer, and has the rights, authority and any required permission and consent to enter into this Agreement, and, if applicable, that it is acting as an agent for a disclosed principal, its advertiser, and that as such, Customer has the authority as agent to incur the Fees charged by nscreenads DSP for the Services requested on such advertiser’s behalf; (b) neither it nor its Third Party Users are currently the subject of any investigation or prosecution by any governmental or regulatory body or agency that may have a material detrimental effect on users of Customer’s products, services or advertising, or on nscreenads, any of its Affiliates or any of their respective customers; or (c)

if it or any of its Third Party Users becomes involved or is named in any investigation or prosecution by any governmental or regulatory body or agency that may have a material detrimental effect on nscreenads DSP or users of nscreenads's products, services or advertising, then Customer will immediately provide notice to nscreenads DSP of such action, investigation, complaint or other proceeding, in which event nscreenads DSP may terminate this Agreement immediately.

4. Customer represents and warrants that: (a) it and its Third Party Users have all the necessary rights, licenses, consents, waivers and permissions, including, without limitation, from advertisers, publishers, users and other third parties, to allow nscreenads: (i) to store and deliver the Customer Materials and otherwise provide the Services and operate the Platforms on behalf of Customer; (ii) to make any technical or other modifications that it may deem necessary to facilitate the delivery of the Advertisements and related Customer Materials; provided, that nscreenads DSP will not make any amendments to the creative content of any Advertisements or Customer Materials except as requested by Customer; (iii) to use any Customer Data provided to or collected by nscreenads DSP in the provision of the Services for Customer and according to Customer's or its Third Party Users' instructions; and (iv) to receive, transfer and process any Customer Data from or to any third party according to Customer's or its Third Party Users' instructions, whether by API, FTP or other data transfer method; (b) neither Customer nor its Third Party Users, nor any of their respective users, will use the applicable Platform or any of the Services in a way or for any purpose that infringes or misappropriates any third party's Intellectual Property Rights or personal or other proprietary rights or in order to harass, abuse, or harm another person; (c) it will ensure that the Customer Materials, the contents of such Customer Materials, the Site Content and any data provided by, or delivered on behalf of, Customer or any Third Party Users to nscreenads, and Customer's and its Third Party Users' promotional and marketing materials and activities in connection with their use of the applicable Platform or Services, will not be in violation of any third party's rights, including Intellectual Property Rights, and will not be defamatory, fraudulent, obscene, misleading or otherwise illegal; (d) it will notify nscreenads DSP of any errors in any Customer Materials and any complaints or claims made in respect of any Customer Materials as soon as the same comes to its attention; and (e) if nscreenads DSP considers, in its sole discretion, that any Customer Materials breaches any of the requirements set forth in this Section 7, or may subject nscreenads DSP to material adverse risks, and nscreenads DSP requests that such Customer Materials be removed or amended, then Customer will withdraw such Customer Materials from the applicable Platform or amend such Customer Materials to nscreenads's satisfaction.

5. Customers will ensure that it and any Third-Party Users comply with this Agreement. nscreenads DSP may audit Customer's use of the Services and observe all of Customer's activity on the applicable Platform. Customer will promptly notify nscreenads DSP of any suspected or alleged breach of this Agreement and will cooperate with nscreenads DSP regarding: (a) any investigation by nscreenads DSP of any suspected or alleged violation of this Agreement; and (b) any action by nscreenads DSP to enforce the terms and conditions of this Agreement. nscreenads DSP may suspend or terminate Customer's or Third-Party User's access to the Services and/or applicable Platform upon notice to Customer if nscreenads DSP determines in its reasonable discretion that Customer or Third Party User has breached this Agreement.

6. Customer agrees to indemnify, defend, and hold harmless nscreenads, its subsidiaries, Affiliates and related entities, and their respective officers, directors, employees and agents from and against any and all losses, costs, damages or liabilities, including, without limitation,

reasonable legal fees, costs and expenses, arising out of any third party claim or action related to Customer's or any Third Party User's (i) breach of any of the obligations and warranties set forth in this Section 7, or any other representations, warranties, terms, conditions or obligations of Customer as provided in this Agreement; (ii) gross negligence, willful misconduct or fraudulent actions; and (iii) violation or otherwise misappropriation of the Intellectual Property Rights of such third party in violation of this Agreement. The foregoing obligations are conditioned on nscreenads: (a) notifying Customer promptly in writing of such action; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) reasonably cooperating with the Customer, at the Customer's expense, in the defense of such claim; and (d) giving the Customer the right to control the defense and settlement of any such claim, except that the Customer shall not enter into any settlement that affects nscreenads's rights or interest without nscreenads's prior written approval. nscreenads DSP reserves its right prior to and during the notice period to file any motion, answer, or other pleading and to take any other action that nscreenads DSP shall deem necessary or appropriate to protect its interests.

8. nscreenads DSP Responsibilities

1. nscreenads DSP represents and warrants that: (a) it is duly authorized to enter into this Agreement and provide the Services hereunder; (b) it will perform the Services in a diligent and workmanlike manner consistent with applicable industry standards; (c) the Services will perform substantially in accordance with the latest version of documentation as made generally available in the applicable Platform or in an Order; (d) its provision and operation of the Services is in compliance with all applicable local, state, federal and international laws, rules, treaties, intergovernmental agreements and governmental orders, regulations and regulatory codes of practice; and (e) there are no actions, suits or proceedings, pending or threatened, that could reasonably be expected to have a material adverse effect on nscreenads's ability to fulfill its obligations under this Agreement.

2. nscreenads DSP agrees to indemnify, defend, and hold harmless Customer, its subsidiaries, its Affiliates, and their respective officers, directors, employees and agents from and against any and all losses, costs, damages or liabilities, including reasonable legal fees, costs, and expenses, arising out of or related to any third party action to the extent it is based upon a claim that any Platform or Services, or use thereof by the Customer in accordance with and subject to the limitations set forth in this Agreement, infringes any Intellectual Property Right of a third party. The foregoing obligations are conditioned on Customer: (a) notifying nscreenads DSP promptly in writing of such action; (b) giving nscreenads DSP sole control of the defense thereof and any related settlement negotiations; and (c) reasonably cooperating with nscreenads, at nscreenads's expense, in the defense of such claim; and (d) giving nscreenads DSP the right to control the defense and settlement of any such claim, except that nscreenads DSP shall not enter into any settlement that affects Customer's rights or interest without Customer's prior written approval. Customer shall have a right prior to and during the notice period to file any motion, answer or other pleading and to take any other action that Customer shall deem necessary or appropriate to protect its interests. If the applicable Platform or Services become, or in nscreenads's sole opinion are likely to become, the subject of an infringement claim, nscreenads DSP may, at its option and expense: (i) procure for Customer the right to continue using the applicable Platform or Services; (ii) replace or modify the applicable Platform or Services so that they become non-infringing; or (iii) accept return of any deliverables provided as a result of the Services, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Customer and refund Customer any Fees prepaid in respect of the Services upon such termination. Notwithstanding the foregoing, nscreenads DSP will be relieved of its

obligation under this Section 8.2 to the extent that any third party action is based upon: (A) any Customer Materials; (B) any use of the Platform or Services not in accordance with this Agreement; (C) any use of the Services in combination with products, equipment, software, or data not supplied by nscreensads DSP if such infringement would have been avoided if not for the combination with such products, equipment, software, or data; (D) any use of any release of the Platform or Services other than the most current release made available to Customer; or (E) any modification of the Platform or Services by Customer, its agents or subcontractors. THIS SECTION 8.2 STATES nscreensads'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT.

9. Fees

1. All Fees payable under this Agreement by Customer will be made in accordance with the Payment Terms and are exclusive of any applicable taxes (except for taxes on nscreensads's net income) payable in connection with the Services or the use of the applicable Platform, including, without limitation, VAT or any relevant local sales taxes, for which Customer will be responsible. Unless stated otherwise in the applicable Order, all Fees shall be due within 30 days of the invoice date. Non-payment of any nscreensads DSP invoice in accordance with the Payment Terms and this Agreement will be a material breach of this Agreement. Unless otherwise stated in the applicable Order, all Fees will be charged in U.S. dollars. If Customer pays the Fees in currency other than U.S. dollars, the payment will be exchanged at the rate available to nscreensads DSP at the time. Customer is responsible for confirming the accuracy of all information it provides for each payment (such as contact information, payment amounts, credit card numbers and expiry dates, and wire information, as applicable).

2. With respect to ad serving services, Customer will be billed per the following scenarios with respect to Platform settings: (a) if the campaign is set to "Keep Serving as Usual," then the Platform will keep serving even after the placement's end date or volume goals are met; or (b) if the campaign is set to "Stop Serving" (based on: Volume Stop, Date Stop, soonest of Volume Stop/Date Stop or the latest of Volume Stop/Date Stop), then: (i) Out of Banner Formats ("**OOB**") will stop serving on OOB Stop; and (ii) Banner Formats will continue to serve the designated Ad Format until the predefined stop event and afterwards continue to serve default images, and in this case, impressions served until the stop event will be billed at their applicable rate and any impression served afterwards will be billed at the default image rate. Notwithstanding any Stop Serving settings or termination of an Order by Customer, Customer will pay nscreensads DSP at its standard rates for professional, creative, media buying and trading services rendered through the date of termination, cancellation or Stop Serving setting, regardless of the number of impressions served. If Customer uses any Services for which the Fees are not specified in an Order, then the Fees for such Services will be nscreensads's then applicable standard rates. Terms with initial capital letters in this Section 9.2 have the meanings ascribed to them within the Platform settings.

3. If Customer fails to pay any amount payable by it under this Agreement in accordance with the Payment Terms, nscreensads DSP may charge Customer interest on the overdue amount (payable by Customer immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 1.5% per month or the highest rate allowed by law, whichever is less. Such interest will accrue on a daily basis and be compounded on a monthly basis. Customer will also be responsible for payment of all reasonable expenses (including attorneys' fees and costs) incurred by nscreensads DSP in collecting any overdue amounts from Customer.

10. DISCLAIMER.

1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, AND THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS AND nscreenads DSP DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, CONDITION OR OTHER TERM (COLLECTIVELY, “PROMISES”) OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PLATFORM OR THE SERVICES AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, nscreenads DSP DISCLAIMS ALL IMPLIED PROMISES WITH RESPECT TO THE PLATFORM AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY PROMISES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE.

2. nscreenads DSP WILL NOT BE HELD RESPONSIBLE FOR: (A) ANY ERRORS OR INACCURACIES IN ANY CUSTOMER MATERIALS OR SITE CONTENT; (B) SERVICE INTERRUPTIONS DUE TO FACTORS REPRESENTING INHERENT RISKS ASSOCIATED WITH THE USE OF ELECTRONIC COMMUNICATIONS, INCLUDING NETWORK INTERRUPTIONS (INCLUDING THE INTERNET), COMMUNICATIONS FAILURES, THIRD PARTY SERVER DOWNTIME, POWER OUTAGES OR SYSTEM FAILURES; OR (C) ANY UNAUTHORIZED ACCESS TO, USE OF, ALTERATION OF OR DELETION, DESTRUCTION, DAMAGE OR LOSS OF CUSTOMER’S OR ANY THIRD PARTY USER’S CUSTOMER MATERIALS, SITE CONTENT OR OTHER MATERIALS, DATA, IMAGES, SOUNDS, TEXT INFORMATION OR CONTENT.

3. nscreenads DSP MAY DISCONTINUE ANY ASPECT OF THE PLATFORM OR THE SERVICES, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE OR OPERATION OF THE PLATFORM OR THE SERVICES, AT ANY TIME. nscreenads DSP ALSO DOES NOT IN ANY WAY MAKE ANY PROMISES THAT THE PLATFORM OR THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED MANNER, ERROR-FREE OR FREE FROM HARMFUL COMPONENTS. IN ADDITION, nscreenads DSP MAKES NO PROMISES THAT THE PLATFORM OR THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RESULT FROM USING THE PLATFORM OR THE SERVICES.

4. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER CUSTOMER NOR ITS THIRD-PARTY USERS HAVE ENTERED INTO THIS AGREEMENT IN RELIANCE ON ANY PROMISES (WHETHER INNOCENT OR NEGLIGENT) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. Limitation of Liability.

1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY THIRD PARTY) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF SUBSTITUTES, LEGAL FEES AND COURT COSTS), EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE.

2. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO nscreensads DSP BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST OF ANY CLAIMS IS MADE IN CONNECTION WITH THIS AGREEMENT.

3. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 11 AND ELSEWHERE IN THIS AGREEMENT WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT NEITHER PARTY WILL EXCLUDE OR LIMIT LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS ACTING IN THE COURSE OF THEIR DUTIES; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) BREACH OF SECTION 4, 6 OR 7 BY CUSTOMER OR THE BREACH OF SECTION 5 BY EITHER PARTY; (D) INDEMNIFICATION SET FORTH IN SECTION 7.6 AND 8.2; OR (E) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY LAW.

12. Term and Termination. The Term of this Agreement will be as set forth in the MSA or the applicable Order unless: (a) terminated earlier in accordance with this Section 12; or (b) the Services continue to be used by Customer after the expiration of the Term as set forth in the MSA or the applicable Order, in which case the Term will thereafter renew on a month-to-month basis until either party terminates this Agreement by giving thirty (30) days prior written notice to the other party. Either party may terminate this Agreement immediately if: (i) the other party is in material breach hereunder and fails to cure such breach within ten (10) calendar days of written notice being provided (if such breach can be cured) by the party seeking to terminate; or (ii) the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other party (and not dismissed within ninety (90) days). Unless otherwise provided in an Order, nscreensads DSP may terminate this Agreement for any reason upon thirty (30) days prior written notice to Customer. The requirement to make any payment that has become due, in addition to Sections 4 through 8 and 10 through 15 of these Terms of Use, will survive the completion, expiration, termination, or cancellation of this Agreement for any reason, as will any other provision of this Agreement that is intended to survive in accordance with its terms.

13. Force Majeure.

1. Neither party will be responsible for delay or failure in performing obligations under this Agreement resulting from the occurrence of an event beyond the control of such party. Such force majeure events include, but not limited to, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third-party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

2. Any party that wishes to invoke an event as set forth above will promptly notify the other party of the occurrence of the force majeure event. Should the force majeure event continue for more than thirty (30) days, the party claiming the force majeure event will have the right to terminate this Agreement with immediate effect by giving written notice to the other party.

3. If Customer exercises its right to terminate this Agreement under this Section 13, it will immediately pay to nscreenads DSP all Fees incurred, due and payable to nscreenads DSP under the terms of this Agreement up to the effective date of such termination.

14. General.

1. This Agreement represents the entire understanding between the parties and supersedes all prior written and all prior and contemporaneous oral agreements relating to the subject matter hereof. The parties may not amend these Terms of Use, the MSA, or any Order except by a written agreement of the parties that identifies itself as an amendment to these Terms of Use, the MSA, or such Order, as applicable.

2. These Terms of Use will apply to all Orders submitted in connection with this Agreement, and any preprinted, additional, or supplemental terms in, on or associated with any Customer-submitted ordering documents, including purchase or insertion orders, will not apply and will not be binding upon nscreenads.

3. nscreenads DSP may provide notices to Customer, at nscreenads's option, by email to the email address provided by Customer to nscreenads, by mail to the postal address provided by Customer to nscreenads, or by posting on the applicable Platform or any nscreenads DSP website to which Customer has access in connection with this Agreement. It is Customer's responsibility to ensure that the email address and any other contact information it provides to nscreenads DSP is updated and correct at all times during the Term. Changes to Customer's contact information should be sent to Customer's designated nscreenads DSP service representative.

4. Customer and nscreenads DSP are independent contractors and nothing in this Agreement will give Customer the right, power or authority to create any obligation or responsibility on behalf of nscreenads. Except as otherwise set forth in this Agreement, neither Customer nor nscreenads DSP will have any right, power, or authority to create any obligation or responsibility on behalf of the other and this Agreement is not intended to benefit, nor will it be deemed to give rise to any rights in, any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that nscreenads's Affiliates will be third party beneficiaries of this Agreement and will be entitled to directly enforce, and rely upon, any provision in this Agreement that confers a benefit on, or rights in favor of, nscreenads DSP or any of its Affiliates.

5. Customers may not assign, sublicense, or transfer this Agreement or any right or duty under this Agreement. Any assignment, transfer, or attempted assignment or transfer in violation of this Section 14 will be void and of no force or effect. nscreenads DSP and its subsequent assignees may assign, delegate, sublicense, or otherwise transfer from time to time this Agreement, or the rights or obligations hereunder, in whole or in part, to any person or entity, such as to nscreenads DSP Affiliates.

6. No waiver of any right, power, condition, or remedy is effective unless given in writing and signed by the party waiving such right or condition. No failure or delay on the part of a party in exercising any right, power, condition, or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any such right, power, condition or remedy preclude any other or further exercise or the exercise of any other right, power, condition or remedy.

7. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the minimum extent necessary without invalidating the

remaining provisions of this Agreement or affecting the validity or enforceability of any provision in any other jurisdiction.

8. Any claim against nscreenads DSP and/or its Affiliates will be adjudicated on an individual basis and will not be consolidated in any proceeding with any claim or controversy of any other party.

9. Customer agrees to review the Agreement from time to time. Customer acknowledges that nscreenads DSP may modify these Terms of Use at any time by posting such modification on the applicable Platform or applicable nscreenads DSP website or by notifying Customer by email, and such revised Terms of Use will supersede and replace all earlier versions. If Customer does not agree to modifications, its sole remedy is to terminate this Agreement upon written notice to nscreenads. Customer's and its Third-Party Users' continued use of any Platform or any portion of the Services will be deemed to be accepted by Customer and its Third Party Users of any such modified version of these Terms of Use. Notwithstanding the foregoing, if Customer has an existing agreement in force with nscreenads DSP that specifically overrides a previous version of the nscreenads DSP Terms of Use, then such existing agreement will remain in full force and effect until expiration or termination in accordance with its terms, without modification by these Terms of Use.

10. nscreenads DSP may be subpoenaed by governmental entities or others to provide information relative to your account. nscreenads DSP has no obligation to inform you of any subpoena or response to any subpoena, and you agree that nscreenads DSP will have no liability to you for disclosing information in response to a subpoena.

11. As used in this Agreement, the word "including" is a term of enlargement meaning "including without limitation" and does not denote exclusivity. The defined terms herein will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. All references in these Terms of Use to "Sections" will be deemed to be references to the corresponding Section of these Terms of Use unless the context requires otherwise. The section headings and subheadings contained in these Terms of Use are included for convenience only, and will not limit or otherwise affect the interpretation of these Terms of Use.

12. This Agreement and every part of this Agreement is controlled by the English language and if the terms of this Agreement or any part thereof are translated into any language, for convenience or any other reason, the English language version will control and the English language interpretation will prevail with respect to any conflicts of interpretation.

13. This Agreement shall be governed by the laws of the State of New York, United States without regard to conflict of laws, rules or principles. All parties agree that any claim, legal proceeding or litigation arising in connection with this Agreement will be brought solely in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York. You and nscreenads DSP consent to personal jurisdiction and venue of such courts and each party hereby expressly waives any objection or defense thereto.

14. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, ANY OTHER AGREEMENT RELATED HERETO OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY

WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES, AND THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

15. All notices to nscreensads DSP will be made in writing to B20 Labs D/B/A nscreensads., ATTN: Legal 4229 N FM 620 Ste. 333 Austin, TX 78738 USA, with a copy via email to legal@nscreensads.com.

Last Modified: August 15, 2023