MICROSOFT MONETIZE ADVERTISING AGREEMENT

IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN THE UNITED STATES OF AMERICA ("UNITED STATES"), PLEASE READ THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SECTION 11). IT AFFECTS HOW DISPUTES ARE RESOLVED.

This Microsoft Monetize Advertising Agreement ("**Agreement**") is between the individual or entity named in your Microsoft Monetize account ("**Company**", "**you**" or "**your**") and the Microsoft entity identified in Section 19 ("**Microsoft**", "**we**", "**us**", or "**our**") regarding Microsoft Monetize, a supply-side advertising platform offered by Microsoft ("**Microsoft Monetize**") (see https://about.ads.microsoft.com/en-us/solutions/xandr/publisher-platforms-scaled-buying-selling-solutions and any successor links ("**Microsoft Monetize Site**")). You accept this Agreement by signing up for or placing an order for Microsoft Monetize or continuing to use Microsoft Monetize after being notified of a change to this Agreement. In addition to these terms, this Agreement consists of any "**Orders**" (an order you place with us for advertising), our then-current rules and requirements for Microsoft Monetize on the Microsoft Monetize Site, our policies available at https://microsoftapc.sharepoint.com/teams/XandrServicePolicies (collectively, "**Microsoft Monetize Policies**"), any additional terms and conditions (including any exhibit attached to this Agreement, pricing sheet, or addenda) presented to you by Microsoft and its partners applying to all or certain features of Microsoft Monetize, and, if your principal place of business is in the United States, the Arbitration Agreement and Class Action Waiver. The English version of the Microsoft Monetize Advertising Agreement shall prevail over any version translated into another language. **If Company is using Microsoft Monetize to sell ad inventory on behalf of another entity (a "Publisher"), Company represents and warrants that it is authorized to act on behalf of the Publisher and has bound the Publisher to the Agreement and all references to Company in this Agreement will also apply to such Publisher. If Company has not bound a Publisher to this Agreement, Company will be responsible for performing any obligation, including any contractual or non-contractual disputes and claims of any nature, the Publisher would otherwise have had under this Agreement. Microsoft may share Publisher-specific information with Company and Publisher as part of the Microsoft Monetize service.**

Section 1. Microsoft Monetize. Your use of Microsoft Monetize is subject to all of the terms of this Agreement. You are solely responsible for the security and use of your account, including login criteria, management of the account by third parties, and use of the Microsoft Monetize service. Microsoft Monetize is a sell-side advertising platform on which Company authorizes Microsoft and its partners to facilitate the sale of ad inventory and data. As part of Microsoft Monetize, Microsoft and its partners may also make available to Company certain optional products and/or features to assist Company with the sale, management, or monetization of ad inventory and data, or other related services, which may be subject to Company's agreement to additional terms and conditions that apply specifically to such products and/or features (e.g., as referenced in or attached to this Agreement, through an online click-through agreement, or notice in the UI). Company is not required to use these optional products and/or features and, as applicable, may opt-in or opt-out of using these products and/or features. However, if you use these products and/or features, then you will be solely responsible for such use. You may choose to use preview, beta, or other pre-release features of the Microsoft Monetize services ("**previews**") that we may make available. Previews may contain features that are unsupported and not fully tested. If you provide Microsoft feedback about its services including previews ("**submission**"), you grant Microsoft and its partners rights to use the submission for our own internal purposes, including to improve or promote our services. Microsoft and its partners may change Microsoft Monetize at any time to add, remove, or modify Microsoft Monetize features. Upon our reasonable request, you shall make available to us all information reasonably necessary to demonstrate your compliance with this Agreement.

Section 2. Content Usage and Moderation. **Content Usage and Moderation**. You authorize us and our partners, including our customers, to (a) utilize your media properties, and ad inventory provided to us in connection with this Agreement ("**Content**") and certain other information relating to your use of Microsoft Monetize on products, web sites, applications, software, or services developed, owned or operated by Microsoft or its partners ("**Microsoft Offerings**") to deliver and operate the Microsoft Monetize service and other services

requested by You under this Agreement, (b) use your Content to improve, and enhance the Microsoft advertising platform, (c) provide your ad inventory for sale on your media properties, (d) reproduce, publicly perform, publicly display, and transmit your name and logo in connection with our provision of Microsoft Monetize to you, and (e) disclose or make otherwise available Content and other information relating to your use of Microsoft Monetize as required by applicable law, or judicial or other governmental or regulatory order. Microsoft and its partners reserve the right to review and restrict your Content to the extent we or our partners deem necessary, including as required by law. More information on our content review and moderation process is available in the Microsoft Monetize Policies.

Section 3. Prohibitions. You will not, directly or indirectly: (a) access or use Microsoft Monetize or provide Content to us or our partners for Microsoft Monetize that in any way violates applicable law, Microsoft Monetize Policies, or this Agreement; (b) generate automated, fraudulent, or otherwise invalid impressions, inquiries, clicks, views, video completions or conversions; (c) use any automated means or form of scraping or data extraction to access, query, or otherwise collect, copy, reproduce, distribute, publicly perform, or publicly display advertising-related information from Microsoft Monetize; (d) attempt to interfere with the operation of Microsoft Monetize; (e) reverse engineer any aspect of Microsoft Monetize or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of Microsoft Monetize; or (f) access or use Microsoft Monetize or provide Content to us for Microsoft Monetize that contains, distributes or results in the delivery of any form of virus or malware or any malicious software code. Enforcement of this Section 3 is solely at Microsoft and its partners' discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

Section 4. Payments. Subject to Exhibit B, we will pay amounts owed to you, using the payment method and form for payment you select, no later than sixty (60) days following the calendar month in which the advertising transaction(s) was conducted. Prior to any payment by us, you must complete and return to us all required payment setup forms. Within ten (10) days after the end of each calendar month for which a payment may apply, we will make an activity statement regarding your advertising transactions available to you for the prior calendar month. Such statement and corresponding payment may be delayed by up to sixty (60) days to the extent Microsoft's ability to calculate amounts owed is delayed due to suspected invalid traffic or other violation of the Agreement. All information contained in such reports is the confidential information of both parties. For more information, please visit https://help.ads.microsoft.com/#apex/ads/en/ext60325. You must dispute payment issues within 60 (sixty) days following the calendar month in which the applicable ad inventory related to the payment issue was sold. If applicable, you will pay us amounts owed hereunder by the due dates reflected on the invoice. The amounts payable pursuant to this Agreement do not include any sales, value added, goods and services or similar taxes or regulatory charges ("**Transaction Taxes**") and each party shall pay to the other party any Transaction Taxes that are owed by that party solely as a result of entering into this Agreement. A party may provide to the other party a valid exemption certificate in which case the other party shall not collect any Transaction Taxes covered by the certificate. If taxes or other regulatory charges are required to be withheld on any amounts otherwise payable, such amounts shall be deducted from the amount otherwise owed and shall be paid to the appropriate governmental authority, and the withholding party shall secure and deliver to the other party an official receipt for any amounts withheld. The parties are not liable for any taxes or other regulatory charges of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to transactions contemplated under this Agreement, and all such taxes or other regulatory charges shall be the financial responsibility of the party who is obligated by operation of law to pay such amounts. If you are incorporated under the laws of Australia and subject to A New Tax System (Goods and Services Tax) Act 1999, all supplies made available by you with respect to advertising transactions you conduct through Microsoft Monetize will be treated as if they were inbound intangible consumer supplies made through the Platform for the purposes of Section 84-60(1) of the GST Act.

Section 5. No Warranties; Limitation of Liability. Neither Microsoft nor its partners make any representations about the quality or availability of Microsoft Monetize or anything else and Microsoft and its partners disclaim all warranties and guarantees (express, implied, statutory, or otherwise, including those of merchantability, fitness for a particular purpose, non-infringement, and workmanlike effort) to the greatest extent allowed under applicable law. You access and use Microsoft Monetize entirely at your own risk. All aspects of our or our partners' performance and services are "as is," "with all faults," and "as available." To the greatest extent allowed under applicable law, neither party is liable for any special, incidental, consequential, exemplary, punitive, or other indirect damages related to this Agreement (including for loss of data or profits), foreseeable or not, regardless of the theory of liability. The maximum, aggregate liability of either party to the other, and to all third parties: (a) for all claims related to this Agreement is limited to $5,000 USD; and (b) subject to the foregoing clause (a), for any given claim is the amount paid by us to you under this Agreement for the advertising transactions from which that claim arose. Nothing in this Section 5 applies to (y) your payment obligations or Section 6; or (z) either party's liability from fraud or gross negligence.

Section 6. Indemnity. You will defend and indemnify us and our partners (and our respective directors, officers, employees, affiliates, and agents) from and against all claims, demands, suits, or other assertions of rights by any third party (including, if you are a Company entering into this Agreement on behalf of a Publisher, the Publisher), and all resulting judgments, settlements, and expenses (including attorneys' fees and costs), that arise out of or relate to Content, your use of Microsoft Monetize, or your breach of any term of this Agreement. To the extent any direct participants in your Microsoft Monetize advertising transactions have any rights or obligations under this Agreement, such direct participants are intended third-party beneficiaries of this Section 6.

Section 7. Term and Limitation of Remedies. This Agreement begins when you accept it and continues until terminated immediately on written notice pursuant to Section 10 of this Agreement. Either party may terminate this Agreement, and your participation in Microsoft Monetize, at any time, for any or no reason, immediately on written notice. Sections 2, 4 through 18, as well as your warranty in the preamble, survive termination.

Section 8. Data and Privacy. The Microsoft Ad-tech Platform Data Processing Addendum available at https://microsoftapc.sharepoint.com/teams/MicrosoftAd-techPlatformPrivacyRegulations/SitePages/Microsoft-Ad-tech-Platform-Privacy-Regulations.aspx ("**Addendum**") is incorporated by reference into this Agreement. Terms capitalized in this Section 8 but not otherwise defined in the body of this Agreement shall have the meanings given to such terms in the Addendum. The Addendum sets forth the parties' respective roles under Data Protection Laws, including for Microsoft Monetize services. We use Personal Data that we Process ("**Microsoft Monetize Data**") as a Controller, as denoted in the Addendum, in connection with Microsoft Monetize services for the purposes of delivering Microsoft Monetize and other related advertising services, reporting and performance analysis, and for our own purposes, including, but not limited to, the improvement of our services. Where we are a Processor, we use applicable Microsoft Monetize Data to provide Microsoft Monetize and related advertising services requested by you and as further identified in the Addendum. We collect, use, and disclose Microsoft Monetize Data as described in the Microsoft Privacy Statement available at https://privacy.microsoft.com/en-us/privacystatement. We do not disclose Microsoft Monetize Data collected as a result of your use of Microsoft Monetize with other publishers or third parties in any form that identifies individuals personally. We may use other data relating to your use of Microsoft Monetize for the purpose of delivering Microsoft Monetize and other related services, reporting and performance analysis, and for our own purposes, including, but not limited to, the improvement of our services.

The Addendum sets forth yours and our obligations with respect to all Personal Data you make available to or cause Microsoft to Process in connection with your use of Microsoft Monetize. Microsoft and you each represent and warrant that they are and will remain in compliance with the Addendum. Further, you agree to comply with

all Microsoft Monetize Policies with respect to your use of Microsoft Monetize Data that may be made available to you.

Section 9. Changes. We may make non-material changes to the Agreement at any time without advance notice, but we will provide at least 15 (fifteen) days' prior notice of any material changes to the Agreement. All changes will apply prospectively, and using Microsoft Monetize after the changes become effective means you accept the changes. If you don't accept the changes, you must stop using Microsoft Monetize. We may change the Microsoft Monetize Policies at any time, without notice to you and with prospective effect.

Section 10. Notices. We may send you notices via the email address you gave us. Notices emailed to you are deemed given when sent. We will notify you of changes to the Microsoft Monetize Agreement or Microsoft Monetize Policies by posting the change to the terms on the Microsoft Monetize Site. If you want to notify us, you must send first class mail to Microsoft at the following address:

Attn: Microsoft Advertising Legal and Corporate Affairs
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052 USA

Section 11. Binding Arbitration Agreement and Class Action Waiver if Your Principal Place of Business is in the United States. We hope we never have a dispute, but if we do, you and we agree to try for 60 days to work it out informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act, and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

The complete Arbitration Agreement and Class Action Waiver contains more terms and is at https://about.ads.microsoft.com/en-us/resources/policies/class-action-waiver-and-binding-arbitration**. You and we agree to it. Please read it.**

Section 12. Dispute Resolution if Your Principal Place of Business is in the European Economic Area or the United Kingdom (UK). If we have a dispute, you and we may (but are not required to) try for 60 days to work it out informally, including pursuant to the process set forth for disputes arising under the Microsoft Monetize Policies. If we can't, you and we may agree to refer the dispute to the Centre for Effective Dispute Resolution, which will nominate a mediator (if a mediator is available and willing to serve), or you and we may agree to select another mediator we jointly agree to use. If a mediator is engaged, you and we each agree to bear a reasonable proportion of the mediation's costs; if you and we can't agree on the proportion, the mediator will decide.

Section 13. Dispute Resolution if Your Principal Place of Business is in India. Any issue or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration Act, 1996. The arbitration shall be conducted in accordance with the procedure laid down in the Rules of the Singapore International Arbitration Centre ("**SIAC**"), the curial law of arbitration, which rules are deemed to be incorporated by reference into this Agreement. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English, and the seat and venue of the arbitration shall be New Delhi. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere.

Section 14. Governing Law and Place to Resolve Disputes.

If your principal place of business is in the United States or Canada, the laws of the State or Province of your principal place of business govern this Agreement, and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Monetize, Orders, your advertising, its price, your transaction,

or billing regardless of conflict of laws principles, except that the Federal Arbitration Act governs everything relating to arbitration.

If your principal place of business is in Europe, the Middle East, or Africa ("EMEA"), the laws of Ireland govern this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Monetize, Orders, your advertising, its price, your transaction, or billing regardless of conflict of laws principles.

If your principal place of business is in India, the laws of New Delhi, India govern this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Monetize, Orders, your advertising, its price, your transaction, or billing regardless of conflict of laws principles. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law.

If your principal place of business is outside the United States, Canada, EMEA and India, Nevada State, USA law governs this Agreement and any non-contractual obligations arising out of or relating to it, claims for its breach, your use of Microsoft Monetize, Orders, your advertising, its price, your transaction, or billing, regardless of conflict of laws principles.

Place to Resolve Disputes. If we ever have a dispute that becomes a court case arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to it, claims for its breach your use of Microsoft Monetize, Orders, your advertising, its price, your transaction, or billing, **the exclusive forum will be in the courts of (a) Ireland, if your principal place of business is in EMEA; or (b) New Delhi, India if your principal place of business is in India; or (c) Ontario, Canada, if your principal place of business is in Canada; or (d) a state or federal court in King County, Washington, USA if your principal place of business is anywhere else.** You waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

Section 15. Compliance with Trade Laws. The parties to this Agreement acknowledge that Microsoft Monetize may be subject to applicable trade laws in one or more countries. Company will comply with all relevant laws and regulations applicable to the import or export of Microsoft Monetize, including but not limited to, trade laws such as the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control ("**Trade Laws**"). Microsoft may suspend or terminate the Agreement immediately to the extent that Microsoft reasonably concludes that continued performance would violate Trade Laws or put it at risk of becoming subject to sanctions or penalties under Trade Laws. For additional information, see www.microsoft.com/exporting.

Section 16. Anti-Bribery/Anti-Corruption. Company will (i) conduct its business activities with integrity; (ii) comply with all applicable anti-corruption laws, and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering; (iii) ensure that neither it nor its representatives, directly or indirectly, (a) offer, promise, authorize, or give a payment or any other thing of value to a government official or any other person for the purpose of improperly influencing any actions or decisions to obtain or retain business or secure an improper advantage; (b) solicit, receive, or accept a payment or any other thing of value from any person, for the purpose of improperly influencing any actions or decisions to obtain or retain business or secure an improper advantage; (iv) refrain from making any unauthorized representation or commitment on behalf of Microsoft; (v) maintain a compliance program, including appropriate employee training and internal controls, reasonably designed and implemented to prevent and detect bribery and corruption; and (vi) use commercially reasonable efforts to require similar anti-corruption requirements for its sub-contractors and suppliers as those contained herein.

Section 17. Confidentiality. To the extent that the parties have entered into a separate price sheet or addenda in connection with this Agreement, or Microsoft provides any other information to Company which is identified as "confidential" or "proprietary" or which, given the nature of the information or circumstances surrounding the disclosure should reasonably be understood by the Company to be confidential or proprietary, the terms and conditions of such price sheet, addendum/a, or information are Microsoft confidential information and are subject to the confidentiality obligations, if any, provided therein. At a minimum, Company shall take reasonable measures to avoid unauthorized disclosure or misuse of Microsoft's confidential information, including, but not necessarily limited to, taking such security precautions as it takes to protect its own confidential information and shall not disclose it, except to its representatives (employees, affiliates, contractors, advisors or consultants) who have a legitimate need to know the confidential information and are legally bound to keep it confidential, or if required to comply with a court order or other government demand that has the force of law, provided that you seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order. In the event the parties have entered into the standard Microsoft Corporation Non-Disclosure Agreement ("**NDA**"), such NDA is incorporated in this Agreement by this reference.

Section 18. General. Each party is an independent contractor to the other and has no authority to act on behalf of or bind the other, and this Agreement does not create another relationship (e.g., employment, partnership, agency, or franchise). Microsoft is permitted to use subcontractors in connection with this Agreement, but will remain liable for its subcontractors' acts and omissions hereunder. Failure to enforce any part of this Agreement is not a waiver; only written waivers are effective. You will not assign this Agreement either in whole or part without our consent, and any assignment in violation of this Section 18 is null and void. Subject to the foregoing, this Agreement will bind and benefit the parties' successors and lawful assigns. If a court or arbitrator holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement won't change. Section h of the Binding Arbitration Agreement and Class Action Waiver says what happens if parts of Section 11 above (Binding Arbitration Agreement and Class Action Waiver) are found illegal or unenforceable; Section h of the Binding Arbitration Agreement and Class Action Waiver prevails over this Section 18 if inconsistent with it and if your principal place of business is in the United States. All rights and remedies under this Agreement are cumulative.

Section 19. Microsoft Entity. "Microsoft" means Microsoft Online, Inc. (6880 Sierra Center Parkway, Reno, NV 89511 USA) unless your principal place of business is in (a) India in which case "Microsoft" means Microsoft Corporation (India) Private Limited (Level 10, Tower C, Epitome, Building No. 5, DLF Cyber City, Phase 3, Gurugram 122002 – Haryana, India), (b) Brazil in which case "Microsoft" means Microsoft do Brasil Importação e Comércio de Software e Video Games Ltda., enrolled with the CNPJ under No. 04.712.500/0001-07 (Av. Presidente Juscelino Kubitscheck 1909, Torre Sul, 18 Andar, conj. 181 – Vila Nova Conceição, CEP: 04543-907 São Paulo/SP Brasil), (c) EMEA or Asia-Pacific excluding mainland China and Taiwan ("APAC") in which case "Microsoft" means Microsoft Ireland Operations Limited (One Microsoft Place, South County Business Park, Leopardstown, Dublin, Ireland 18, D18 P521), or (d) Taiwan in which case "Microsoft" means Microsoft Taiwan Corporation (18F, No. 68 Sec. 5, Zhongxiao E. Rd, Xinyi District, Taipei City, 11065, Taiwan).

Section 20. Entire Agreement. This Agreement is the parties' entire agreement on this subject, merges all prior and contemporaneous communications, and supersedes all prior agreements between the parties, including any agreements between you and any Xandr Entities, regarding the subject matter of this Agreement. "Xandr Entities" include Xandr Inc., AppNexus Australia Pty. Ltd, AppNexus Latin America Tecnologia em Publicidade Ltda., and AppNexus Spain S.L..

EXHIBIT A

ADDITIONAL MICROSOFT MONETIZE TERMS

Definitions.

(a) "**Ad Inventory**" means advertising inventory, including web, application-based, and video inventory.

(b) "**Ad Unit**" means an advertising creative (e.g., a banner, video, audio, or mobile advertisement).

(c) "**Advertising Transactions**" means, the actual or attempted purchase or sale of Ad Inventory, the serving of Ad Units to Ad Inventory, the curation of Ad Inventory and/or deal facilitation, or the processing of data related to Ad Inventory or Ad Units for analysis, when using the Services.

(d) "**Bidding/Targeting Terms**" means any information and/or data provided to the Services by or on behalf of you or your clients to conduct Advertising Transactions.

(e) "**Buyer**" means a party that buys or attempts to buy Ad Inventory, data, or any other services or products through a Service.

(f) "**Curator**" means a party that curates or packages or attempts to curate or package Ad Inventory with other Ad Inventory and/or data and/or facilitates or attempts to facilitate deals with Buyer(s).

(g) "**Managed Impression**" means each Advertising Transaction in which you serve Ad Units to your Ad Inventory or in which you sell and buy the same Ad Inventory through the same segmented account through which the Services may be accessed and used (including PSA's, blanks, default impressions, and mediation). For clarify, use of Monetize ad server to serve Ad Units to your Ad Inventory ("**Monetize Ad Server**") is considered Managed Impression.

(h) "**Seller**" means a party that sells or attempts to sell Ad Inventory or data, through a Service.

(i) "**Service**" means any services that we provide to our customers, including Microsoft Monetize.

Section 1. Advertising Transactions

(a) In General. All Advertising Transactions deemed by us to be executed pursuant to the Services are final and binding, and you will be ultimately responsible for any and all obligations, including payments if applicable, for your Advertising Transactions. You will have no recourse against us for: **(i)** any Advertising Transaction that does or does not occur based on erroneous Bidding/Targeting Terms entered by you or any other party to your Advertising Transactions; and **(ii)** any discrepancy between our billing measurements (including impression and click count) and any alternative measurements produced by you or a third party. Our billing measurements will be the sole basis for determining the amounts owed between the parties pursuant to your use of the Services. Except to the extent caused by our negligence, grey gifs, system defaults, and broken images will be counted as executed Advertising Transactions hereunder.

(b) Prohibitions. You will not, will not attempt to, and will not assist or knowingly permit any third party to: **(i)** modify any ad tag in such a way as to adversely impact **(1)** our ability to serve Ad Units or count Ad Unit impressions or **(2)** a user's ability to view an Ad Unit; or **(ii)** disclose a Buyer or Curator availability, volume, bidding, or pricing data obtained through the Service without written consent of the applicable Buyer or Curator, except to provide reporting to your applicable client(s) about their Advertising Transactions.

Section 2. Platform Terms. Our clients may access and use our technology platform Services (the "**Platform**") to conduct, optimize, manage and track their Advertising Transactions. We may make the Platform available to you through our user interfaces, APIs, or other integrations we designate for such purpose. With respect to your access and use of the Platform, the following terms apply:

(a) Account. Your use of the Platform is subject to your creation and our approval of a Platform account (an "**Account**"). By agreeing to use the Services, if you are an individual, you represent that you are at least 18 years of age.

(b) Service Level Agreement.

(1) We will use commercially reasonable efforts to ensure that the Platform serves Ad Units at least 99.00% of the time, calculated on a calendar monthly basis as determined by us, it being understood that the Platform ad-serving "down" time will exclude time: **(1)** required for routine system maintenance (we will notify you at least two (2) business days prior to any such routine maintenance); and/or **(2)** resulting from technical malfunctions in your or a third party's systems, or any other circumstances beyond our reasonable control.

(2) In the event that the Platform ad-serving down time exceeds 1% in any calendar month, then you are entitled to a fee reduction, credited to the next month's invoice, in an amount equal to the product of: **(1)** the sum of **(x)** the average number of Managed Impressions served per hour via the Platform hereunder during the previous month plus **(y)** the average number of Ad Unit impressions served to your Ad Inventory through the Services after your sale to a Buyer per hour during the previous month, multiplied by; **(2)** the length of the unavailability in hours (rounded to the nearest hour), and multiplied by; **(3)** the Ad-Serving Fee for Managed Impressions (other than video Managed Impressions). The remedy set forth above in this paragraph is your sole remedy for any and all unavailability of the Platform.

(c) Transparency. We may disclose your Service rate, the fact that you are a customer of Microsoft and the fact of your use of Service functionality.

Section 3. Log-Level Data Terms. We may provide you with access to event-level data feeds of certain data derived from your use of the Services and any Services-related transactions (i.e., purchases and sales of Ad Inventory and the serving of Ad Units to such Ad Inventory), including certain data derived from bids placed on Ad Inventory you have made available through the Platform Service as a Seller ("**Log-Level Data Feeds**"). We may cease providing you with certain fields from the Log-Level Data Feeds for (i) any reasonable business reason upon ten (10) business days' notice or (ii) immediately if related to compliance with applicable laws, regulations or any other material change by which notice in (i) is not feasible, in which case we will provide notice as quickly as practical. With respect to your access and use of the Log-Level Data Feeds, the following terms apply:

(a) Disclosures. We may disclose to other customers the fact that you are contractually authorized to receive Log-Level Data Feeds.

(b) Prohibitions. You will not, will not attempt to, and will not assist or knowingly permit any third party to:

(1) use Log-Level Data Feeds, or any portion thereof, for any purpose that interferes with or disrupts our business relationships or the business relationship between a Buyer, Curator or Seller and any of its clients; or

(2) determine from the Log-Level Data Feeds: (1) the identity of any Buyer, Buyer client, advertiser or brand to which you sold or attempted to sell Ad Inventory, if such identity(ies) is not provided in the Log-Level Data Feeds; or (2) the identity of any Curator, Curator client that curated you Ad Inventory, if such identity(ies) is not provided in the Log-Level Data Feeds.

Section 4. Programmatic Guaranteed Deals Terms. We may, at our sole discretion, provide a service to facilitate your Advertising Transactions based on a programmatic guaranteed Deal ID (the "**PG Deals Services**"). With respect to your access and use of the PG Deals Services, for the avoidance of doubt:

(a) any Ad Inventory purchased via PG Deals shall be deemed sold when the applicable Advertising Transaction is deemed by us to have been executed; and

(b) PG Deals do not constitute a "guarantee" by us, but rather, are deals configured by the Seller and selected by the Buyer, whereby the Seller commits to availability of supply and the Buyer commits to bidding on the supply based on a set of mutually agreed upon commercial and targeting parameters.

Section 5. Curation Auction Terms. We may, at our sole discretion, provide a curation auction service to package, and/or enable third-party curators to package, your Ad Inventory with Ad Inventory of other Sellers and/or data (the "**Curation Auction Services**"). With respect to your access and use of the Curation Auction Services, you shall permit us to traffic deals on your behalf to facilitate sales of your Ad Inventory through the Curation Auction Service. You may decide to opt into or out of the use of such Curation Auction Services or a subset thereof with tools or options provided by us.

Section 6. Header Bidding. For any external sources of demand you enable us to access your Ad Inventory through our header bidding solution (each, a "**Header Bidding Demand Partner**"), you acknowledge and agree that you have a direct relationship with the Header Bidding Demand Partner and will hold them (and not us) solely responsible for any payments for or liability arising from their access to your Ad Inventory.

Section 7. Prebid Server Premium Terms. We may provide to you "**Prebid Server Premium**" which provides various services in respect of Prebid Server, including hosting Prebid Server within our data centers and PSP Demand Partner (as defined below) configuration and reporting. For the purposes of these terms, "**Prebid Server**" is an open-source server-to-server header bidding solution available at prebid.org, and "**PSP Demand Partners**" are external advertising technology platforms enabled by you to integrate with Prebid Server Premium to aggregate and submit bids into Prebid Server Premium. With respect to your access and use of Prebid Server Premium, the following terms apply:

(a) Liability. You will hold PSP Demand Partners (and not us) responsible for any payment for or liability arising from the PSP Demand Partners' access to your Ad Inventory.

(b) Applicability. Notwithstanding anything herein to the contrary, for clarity, if a PSP Demand Partner conducts Advertising Transactions via its integration with the Platform under its platform agreement with us in addition to Advertising Transactions through its integration with the Prebid Server Premium, such Advertising Transactions via the Platform are not conducted via Prebid Server Premium and are not subject to the terms with respect to Prebid Server Premium.

(c) Data and Privacy. Terms capitalized herein will have the meanings given to such terms in the Addendum (as defined above in the Agreement). The Addendum sets forth the parties' respective roles under Data Protection Laws for purposes of providing Prebid Server Premium and additional obligations with respect to all Personal Data Company causes Microsoft to Process in connection with Company's use of Prebid Server Premium, and Company represents and warrants that it is and will remain in compliance with the Addendum. Company bears sole responsibility for ensuring it has appropriate privacy terms in place with each PSP Demand Partner. Company further represents and warrants that it will, and it will contractually require each PSP Demand Partner to, comply with all Data Protection Laws in connection with its use of Prebid Server Premium. Company will indemnify Microsoft for all violations of Data Protection Laws by Company and PSP Demand Partners in connection with Company's use of Prebid Server Premium.

EXHIBIT B
TYPES OF FEES AND CHARGES

Section 1. The following types of fees and charges may apply to your use of Microsoft Monetize and will reduce any payments to be made to you pursuant to Section 4 of the Agreement:

(a) Member Breakout Fee. We will provide you one (1) member seat and may charge you for each additional member seat(s) requested by you.

(b) Seller Auction Service Charge. Seller Auction Service Charge is the percentage we charge you for Ad Inventory you sell using the Platform. When you sell Ad Inventory, we will pay you the effective amount owed to you for all Ad Inventory impressions you sell. We will deduct (1) any "Auction Service" charge(s) or fee(s) that may be charged to you, the applicable third-party Curator, or the applicable Buyer, and (2) any applicable charge(s) or fee(s) that may be charged by a third-party curator, from such payments. We may also deduct from such payments any applicable amount due to discrepancy offsets based on historical counting differences with External Buyer(s), and/or other account costs (including charges imposed by Buyers). "**External Buyer**" means a Buyer that, at the time of the bid request for the applicable Ad Inventory, is designated by us as "External" (or similar designation). "**Curated Deals**" pricing applies to Advertising Transactions that a curator participates in and provide a deal ID to the Buyer. "**PMP Deals**" pricing applies to Advertising Transactions where you sell Ad Inventory impression on the basis of a deal ID supplied by you to a specific Buyer on a one-on-one basis; provided that pricing for PMP Deals does not apply to any Advertising Transactions that a curator participates in. "**PG Deals**" pricing applies to Ad Inventory impressions sold by you on the basis of a programmatic guaranteed deal ID supplied by you to the Buyer, enabling a programmatic guaranteed deal between you and the Buyer; provided that pricing for PG Deals does not apply to any Advertising Transactions that a curator participates in. "**Open Marketplace**" pricing applies to Advertising Transactions that do not include the use of deal ID and are not considered to be Curated Deals, PMP Deals, or PG Deals. The Seller Auction Service Charge we charge you may be any rate up to the listed Seller Auction Service Charge in the pricing exhibit.

(c) Ad-Serving Fees. Ad-serving fees apply to Advertising Transactions that are considered Managed Impressions.

(d) Tracker Fees. Fees that apply when you track impressions through use of an "**Impression Tracker"** and clicks through use of a "**Click Tracker**" for creatives that are hosted by off-platform (non-Microsoft Monetize) ad servers. For each Click Tracker you use, you will be charged a Click Tracker Fee, and for each Impression Tracker you use, you will be charged an Impression Tracker Fee.

(e) Creative Audit Fees. If you elect to have your Ad Units audited by us, you must pay the audit fees specified in the pricing exhibit. If an Ad Unit fails our audit, is altered after the audit, or is not served within 30 days after an audit, then the Ad Unit must be audited again to be deemed "audited". Some sources or types of Ad Inventory may require a more specialized audit. If you elect to have an Ad Unit undergo one or more of such specialized audits, in addition to the applicable audit fees described in the pricing exhibit, you will be charged the then-current fees for such specialized audit(s) indicated within the Platform or in related documentation provided by us (including documentation currently available on https://learn.microsoft.com/en-us/xandr/). If you opted into receiving email notifications of "Creative Policy Updates", we will provide notice of any changes to the fees for specialized audits to you via email at or prior to the time of such changes.

(f) Creative Hosting Fee. Cost for hosting a video creative.

(g) Creative Overage Fee. Fee for each impression served that exceeds the size threshold in the pricing exhibit.

(h) Monthly Minimum Revenue. When applicable, we will charge you a Monthly Minimum, which will be equal to the shortfall between the (a) monthly minimum revenue listed in the pricing exhibit and (b) Total Monthly

Revenue Fees. "**Total Monthly Revenue Fees**" means, with respect to a particular month, the aggregate total owed by you for "Auction Charges" (excluding cost of media and any minimums) and ad-serving rates for Managed Impressions (excluding video).

(i) Prebid Server Premium Fee. We will charge you the Prebid Server Premium fee ("**PSP Fee**") for your use of Prebid Server Premium. The PSP Fee will be a percentage of the gross amounts due to you in a given month by PSP Demand Partners for your Advertising Transactions conducted via Prebid Server Premium, as determined by our billing measurements. The PSP Fee shall be assessed as a separate fee. For the avoidance of doubt, the PSP Fee is not considered an "Auction Service" or Managed Impression charge or fee and you will not be charged "Auction Service" or Managed Impression charge(s) or fee(s) in addition to the PSP Fee with respect to any Advertising Transactions conducted via the Prebid Server Premium. You shall clear payments with PSP Demand Partners directly for their access to your Ad Inventory via the Prebid Server Premium.

(j) Curation Auction Services. If you choose to use the Curation Auction Services, additional fees may apply, including additional charge(s) or fee(s) by a third-party curator for your sale of Ad Inventory via a package they have curated. Such additional fees shall be determined by us or in a third-party curator's, as applicable, sole discretion and deducted by us from payments to you. Any such fees that may be charged to you, to the third-party curator (if applicable), or which may be charged by a third-party curator to you, will be deducted by us from payments to you and may not count towards any minimums or tiered rates, as may be set forth in the pricing exhibit.

(k) Log Level Data (LLD) Fees. For each month (including any partial month(s)) in which you have access to Log-Level Data Feeds, you will pay us an amount equal to the Log-Level Data Fee provided, however, that, we may amend the Log-Level Data Fees upon no less than sixty (60) days' prior written notice to you.

(l) Training Fee. You may attend training classes at our offices ("**Classroom Training**") at the rate per attendee per training class day. You may request instructor-led training at a training facility at or near your site ("**Requested Training**") at the rate per day. For other consulting services and training you will be charged at the rate per hour. Other than for Classroom Training, you will reimburse us for our actual travel and lodging expenses, as well as all training facility fees.

(m) Taxes. Where fees are subject to tax, we are authorized to deduct the fee and any tax from the payout before it is paid. This includes any digital service taxes or like taxes (however denominated) or reasonable allocation that are owed with respect to Advertising Transactions or Services under this Agreement and which are collected and paid to the taxing authority by Microsoft under applicable law. Use of the Services may be subject to Transaction Taxes that are required or permitted by applicable law. You understand and agree that in determining invoicing for Transaction Taxes, we may rely on the billing information you have provided in the Agreement, and you agree to provide us timely notice of any changes to such billing information. You are responsible for either (a) paying applicable Transaction Taxes as invoiced by us based on applicable law, or (b) self-assessing and paying applicable Transaction Taxes based on applicable law if not being invoiced for such by us.

(n) Additional Rules. We reserve the right to (1) withhold outstanding payments to you for any Ad Inventory we reasonably determine violates the Agreement, including any Microsoft Monetize Policy and (2) charge you lower fees and charges than those specified herein at our discretion.

Section 2. Additional Payment Terms. We will use commercially reasonable efforts to collect and quickly process Buyer payments for their purchases of your Ad Inventory. We will pay you amounts due for your sale of Ad Inventory through the Services by the applicable payment date (or a subsequent payment date, as applicable) to the extent that we have collected and processed payments from the Buyers for their purchases of your Ad Inventory at least five (5) business days prior to such payment date