



Anzu Advertisers' Terms and Conditions

All Insertion Orders ("**IO(s)**") entered into between Anzu Virtual Reality Ltd. which shall be deemed to include its subsidiary Anzu Inc., and any other subsidiaries ("**Anzu**" or "**we**", "**us**", "**our**") and an Advertiser (as defined below) which display in-games advertisements via the Anzu Services and/or Anzu Platform (as defined below) are governed by these Anzu Advertisers' Terms and Conditions, which include any applicable guidelines and policies referenced or incorporated herein, the Data Processing Agreement ("**DPA**") incorporated herein by reference and available at: <https://www.anzu.io/demand-dpa> , as well as any other appendices, exhibits and/or schedules attached or referred hereto (collectively, these "**Terms,**") Each individual IO submitted by or on behalf of you shall be deemed to incorporate these Terms, constitute a separate contract between the parties and be referred to herein as the "**Agreement**". Anzu will not be bound by conditions or instructions printed or appearing on IO forms submitted by or on behalf of Advertiser, and in the event of any conflict or inconsistency between any IO and these Terms, these Terms will control, except to the extent such IO expressly supersedes or amends a specifically referenced section of these Terms.

You represent and warrant that you have the power and authority to enter into this Agreement, and you agree to be bound by it. By signing any IO and/or by submitting any IO and/or clicking your acceptance to these Terms, or by using the Services (as defined below), you signify that you have read and agree to be bound by these Terms.

We may modify these Terms at any time and from time to time. Your continued use of the Services following such modifications (whether under a separate IO or not) shall constitute your consent to the modified Terms.

You may not use or access the Services if you are a direct competitor of Anzu.

If you do not agree to any of these Terms, do not use the Services and/or any other service made available by us in accordance with the Agreement, as any use of the Services constitutes acceptance of these Terms.

1. Definitions.

Capitalized terms not otherwise defined in the Agreement shall have the meaning specified in this Section 1.

"Ad" or "Advertisement(s)" means, but is not limited to, advertisements, internal content, promotions, content management, multimedia images, graphics, text, data, interactive links and advertising materials and/or any other content or media and/or any other marketing materials that are parsed, rendered or otherwise displayed to End User in places defined by Publishers, such as in a Game; Under no circumstances will Anzu provide any of the text, images or other creative elements of any Advertisement, you shall be solely responsible for all creative elements of any Advertisement;

"Ad Exchange" means, a digital marketplace where advertisers sell ads;

"Anzu Platform" means, the technological solution directly or indirectly provided by Anzu which enables the placement, display, measurement or other use of Advertisements inside Games and information relating thereto, as well as any other solution(s) incorporated in such solution (including but not limited to any dashboard or other feature displaying information to

"Advertiser" or "you"	Advertisers) and Ad serving solution, and in all cases including any and all intellectual property and other rights in and to such solution;
"Agency"	means, but not limited to a direct advertiser (such as a brand), Agency, Ad Exchange, Reseller, Demand Side Platform (DSP), Supply Side Platform (SSP) or a Publisher to the extent such Publisher operates as its own internal advertiser, that have signed or otherwise submitted an IO;
"Agency Client"	means an Advertiser who uses Anzu Services on behalf of an Agency Client;
"Agency Client"	means a person or entity (e.g., brand) that engages an Agency under a written contract to place Advertisements and/or Campaigns on its behalf using the Anzu Platform.
"Anzu Services"	means the services rendered to Advertisers by Anzu via the Anzu Platform, including Self-Served Services and Managed Services;
"Campaign"	means a single or series of Advertisements to be run pursuant to a single IO;
"Data Protection Laws"	means any and all applicable privacy laws, such as the General Data Protection Regulation (" GDPR "), the Data Protection Act 2018 (DPA 2018) (" UK GDPR "), Swiss Federal Act on Data Protection of June 19, 1992, SR 235.1 (" FADP "), Children's Online Privacy Protection Act (" COPPA "), the California Consumer Privacy Act of 2018, including the California Privacy Rights Act (" CCPA " and " CPRA "), Virginia Consumer Data Protection Act of 2021 (" VCDPA "), and any other applicable law relating to the collection, use and sharing of Personal Data about End Users by each party and anyone on its behalf;
"Demand Side Platform" or "DSP"	means, a platform in which Advertisers purchase Ads from programmatic sources;
"End Users"	means such end users of Games who have interacted with, or viewed, your Advertisements inside Games;
"Game(s)"	means, but not limited to video games that are or will be available to End Users via (i) PC; (ii) console; (iii) mobile device(iv) metaverse platform, or (v) any other electronic device or platform through which video games are available;
"Managed Services"	Means service to be rendered by Anzu to Advertisers' in which Anzu provides assistance with organizing, arranging, managing or otherwise implementing Advertising campaigns and creatives adjustments, typically as per an agreed-on budget and/or rates and payouts, and in any case as set out in the IO.;
"Personal Data"	Means Personal Data, Personal Information and/or Personally Identifiable Information, each as defined under the applicable Data Privacy Laws;
"Placement Inventory"	Means the inventory that is made available by Publishers for the integration, placement, and display of Advertisements inside Games;
"Privacy Signals"	means End Users' privacy preferences, delivered through strings including, without limitations, "do not share or sell my personal information" under the CCPA, Google restricted data processing "rdp",

Digital Advertising Alliance principles (currently available at <http://www.aboutads.info/principles>), Network Advertising Initiative opt outs (<https://thenai.org/opt-out/>), the IAB Global Privacy Platform ("GPP") or IAB Transparency & Consent Framework ("TCF") signals, Global Privacy Control ("GPC") sting, or any current, future standard signal initiated by an approved consent management platform ("CMP") which indicated the End Users preference with respect to processing Personal Data and providing personalized, interest-based advertisement.

"Publishers"

means, publishers and/or developers of Games, in which Advertisements are displayed;

"Self-Served Services"

Anzu Services other than Managed Services;

"Supply Side Platform" or "SSP"

means, is an advertising technology platform used to coordinate and manage the supply and distribution of ad inventories;

2. Scope of Engagement

- a. You own Advertisements, and you wish for the Advertisements to be displayed via the Anzu Platform in Games which are owned and/or operated by Publishers, so that the Advertisements can be viewed by End Users. You understand that the Advertisements which we will deliver on your behalf to the Publisher will be displayed in the Game for a limited amount of time.
- b. Subject to the terms and conditions set forth in these Terms, Anzu will use commercially reasonable efforts to (i) run Advertisements inside Games and (ii) to otherwise provide Anzu Services, in each case as specified in the IO.
- c. For the avoidance of doubt, nothing in the Anzu Services (including Anzu's agreement to provide Anzu Managed Services) shall impose any liability on Anzu with respect to setting up any Advertisements, ensuring the appropriateness of any Advertisements, responsibility for accurateness and/or lawful ownership of creatives of any Advertisements, compliance of any Advertisement with Publishers' policies or any applicable law. You undertake to make sure that any and all Advertisements are legal and can be lawfully displayed in the

geographical location of End Users when Advertisements are available to them. You further acknowledge that the Publisher holds the discretion to decide whether or not to display the Ads in the Game. You acknowledge and accept that by the nature of an inside Game Advertisement, the viewability of an Ad is based on external factors which are not under Anzu's control (e.g., the location of End Users' avatar, the angle at which an Advertisement is viewed while a Game is played, internet and telecommunication connections, etc.), thus Anzu does not warrant that any display of an Advertisement in the Game (including in a particular Placement Inventory) will be satisfactory to you.

3. Registration and Insertion Orders

- a. In order to obtain the Anzu Services, you may need to register an account with Anzu and to submit an IO for each Campaign that is acceptable by both parties before a Campaign begins. Any information provided must be current, complete and accurate.
- b. By submitting an IO, Advertiser hereby is deemed to submit a binding offer to enter into an Agreement with Anzu with regard to such IO. All submissions of IOs shall be

governed by the Terms and shall constitute a binding Agreement.

- c. An IO shall become effective only upon its acceptance by Anzu, which acceptance may be by commencing the performance of the Anzu Services specified in the IO.
- d. Each and every IO shall constitute a separate and independent contract by and between the Parties.
- e. You acknowledge and agree that Anzu Services may include adjusting the size and other elements of any creative provided by Advertiser for display in Games. You authorize Anzu to make such adjustments to Advertisements as Anzu deems necessary or appropriate in its sole discretion.
- f. For the avoidance of any doubt, it is hereby understood that Advertiser will be bound by the IO upon submission of it to, and the mere act of IO submission itself by Advertiser will be deemed to be duly signed and executed by Advertiser for all intents and purposes whether an IO is actually signed (electronically or otherwise), or a printed name is added by Advertiser (or any one on its behalf) to the applicable IO. The Advertiser is obliged to ensure that the sending of an IO is carried out by an authorized person, and no claim will be made by Advertiser that the IO was signed, executed or sent by someone who did not hold signing rights at the time of the foregoing to the extent Anzu accepted such IO.

4. Access and Use Rights

- a. Upon acceptance of an IO by Anzu, and in consideration of Advertiser's payment to Anzu the fees set forth in the applicable IO, Anzu will use commercially reasonable efforts to render the Anzu Services, subject to these Terms. You shall protect the Anzu's Platform from third party access and keep safe and confidential any and all usernames

or passwords associated therewith against any unauthorized access and use. You will take full responsibility for any authorized or unauthorized access and/or use of the Anzu Platform and/or Anzu Services attributable to such usernames and passwords.

- b. Anzu grants Advertiser a limited, non-exclusive non-transferable (except as expressly provided in these Terms) revocable right to access and use the Anzu Platform for the sole purpose of utilizing the Anzu Services In accordance with the specifications of the IO and in accordance with these Terms.. Accordingly, except as expressly permitted by these Terms, Advertiser may not, (i) directly or indirectly or by itself or through any other person or entity, use, rent, lease, sell, transfer (by sublicense, assignment or otherwise), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Anzu Platform (notwithstanding the foregoing, an Agency may use the Anzu Platform for the benefit of its Agency Client); (ii) reverse engineer, decompile, or otherwise attempt to discover the source code for the Anzu Platform; (iii) represent that it possesses any proprietary interest in the Anzu Platform and/or Anzu Services; (iv) except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos or other intellectual property of Anzu, and (v) use or access Anzu Services or the Anzu Platform for benchmarking purposes. All rights not specifically granted hereunder are reserved to Anzu.
- c. In the event that the Advertiser is an Agency operating on behalf of an Agency Client, Agency undertakes to update Anzu, in writing, in a manner directed by Anzu, upon the creation of an account and/or execution

of an IO designated for its Agency Client, and upon any termination or cancellation of the relationship between the Agency and its Agency Client,

- d. If Agency's relationship with an Agency Client terminates, Agency agrees that Anzu may contract directly with such Agency Client to allow such Agency Client to continue to place Advertisements and/or Campaigns on the Anzu Platform and obtain information related to any Advertisements or Campaigns run on its behalf, including account and performance history, and that Agency shall no longer have access to such Agency Client's account.
- e. You agree not to have any direct contact with any of our Publishers and understand that in the event we suspect that you are communicating with a Publisher we shall have the right, in our sole discretion, to terminate without notice any or all of your Advertisements and/or Campaigns.

5. Advertisements

- a. For the purpose of providing you the Anzu Services, you hereby grant us with a non-exclusive, worldwide, royalty-free license to access, display and otherwise use the Advertisements in accordance with these Terms.
- b. Subject to these Terms, we will use commercially reasonable efforts to deliver the Advertisements on your behalf to the Publisher(s), in order for them to be displayed in the Game. You hereby agree to provide the information necessary for us to deliver Advertisements and/or Campaigns to the Publisher(s), and if any information changes you agree to immediately notify us of such change in writing. Anzu does not control, endorse or adopt any Advertisements, nor will be responsible or liable in any manner for any Advertisement

(including any failures and/or errors in the display of Advertisements), Campaigns and/or for the Game, and we bear no responsibility to update or review any of the foregoing.

- c. You will be solely liable for the Advertisements and acknowledge that you will remain responsible and liable toward us with regard to anything submitted to us for use with the Anzu Services. You will indemnify, defend and hold us harmless in the event of any raised claims by the Publisher and/or the End Users and/or any third parties in relation to the Advertisements, including but not limited to, their accuracy and/or their infringing of any third party's intellectual property or other rights (including but not limited to any right of privacy or publicity).
- d. All interactions and commitments that you may have with any party in connection with the Advertisements must be professional, proper and lawful under applicable legislation, rules, regulations or laws (including any laws relating to the content and nature of any advertising or marketing) and otherwise comply with the terms of these Terms.
- e. You agree that any Advertisement(s) furnished to us by you, shall not to contain any content of any nature whatsoever that: (i) is libelous, discriminatory, obscene, unlawful, illegal, sexually explicit, pornographic or violent or that is, in our sole discretion, otherwise unsuitable for any reason; (ii) advertises, or targets the marketing of the Advertisements to any persons who are under the age of legal consent as may apply in the jurisdiction that you are targeting with regard to the content of each Advertisement and/or Campaign, respectively); (iii) Infringes our and/or any other third party intellectual property rights,

including but not limited to, illegal streaming and/or downloading; copies or resembles our and/or any third party's property in whole or in part; or disparages us and/or any third party or otherwise damages our and/or any third party's goodwill or reputation in any way; (iv) Uses, runs and/or includes any spiders, robots, virus, Trojan horse or any other kind of malware, spyware or any other malicious code or code that may be used to circumvent any of our security measures; (v) fails to comply with any publisher, metaverse platform or other third party terms, policies, or guidelines applicable to the development, display or distribution of the Advertisements, or causes us to be in violation of any such third party term (including without limitation any self-regulatory initiatives, such as, CFBAI, and CARU, as requested (or may be required) by any applicable metaverse platform) or (vi) is unlawful or violates or infringes any regulation, policy, and/or law as applicable to you and to where the Advertisement is designated to appear. At all times, you shall bear all responsibility and liability to ensure that the Games in which such Advertisements are displayed will not be intended for an audience that is not eligible for such type of Advertisement. You irrevocably waive and discharge Anzu from any and all liability related the foregoing, and will indemnify us for any and all damages, losses, fees (including reasonable attorneys' fees) arising from any claim based on breach of your warranties and obligations as set forth above.

- f. Anzu reserves the right, but is under no obligation, to pre-screen, review and monitor any and/or all Advertisements and may remove or block any or all Advertisements if Anzu determines in its sole discretion that such action is

appropriate. Notwithstanding any review or monitoring that Anzu may or may not perform, such action does not indicate any endorsement or approval of any Advertisement by us, and does not indicate Anzu's agreement or acknowledgment that any particular Advertisement complies with Advertiser's obligations under the Terms.

- g. Anzu does not have control over and makes no representations with regards to (i) any actions, omissions and/or decisions that any Publisher may make with respect to the Advertisements to be displayed in any Game; (ii) the quality of the Game display; and (iii) any other advertisements being displayed alongside the Advertisements and/or displayed instead of the Advertisements.
- h. For the avoidance of doubt, under no circumstances will Anzu be responsible and/or liable for any deviation from the IO that is based upon instructions, policies, guidelines or decisions made by the Publisher.
- i. As part of the Anzu Services and subject to the restrictions of Section 9 (CONFIDENTIAL INFORMATION), Anzu will use commercially reasonable efforts to provide to you Reports (according to the terms set forth in Section 8 below) that will review a Campaign's effectiveness per the parameters as used by Anzu. Such parameters may include tracking and analyses of the performance of your Advertisements and/or Campaigns and advertising activities based on advertising campaign data collected with our tracking technology and analytics solutions. Such Reports will be rendered with the help of the Anzu representatives who are in charge of managing the Anzu Services for you or via any other tool or solution that may be made available to you by Anzu.

6. Intellectual Property Rights

- a. All intellectual property rights in the Anzu Services and the Anzu Platform and any part thereof including any and all software, databases and other aspects and technologies used by Anzu, and any and all derivatives, changes and improvements thereof shall, as between you and we, remain the sole and exclusive property of Anzu.
- b. You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information to us concerning or relating in any way to the Anzu Services, the Anzu Platform or in-game advertising in general (collectively **"Suggestions"**). You understand that any Suggestions submitted to us shall be non-confidential and shall become our sole property. We shall own exclusive rights in and to all Suggestions, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of any Suggestions for any purpose, commercial or otherwise, without any acknowledgment and/or compensation to you.

7. Privacy and Data

- a. To the extent applicable, the parties acknowledge and agree that they are separate and independent controllers of Personal Data processed pursuant to the Agreement. In no event will the parties process the Personal Data jointly as joint controllers. As independent controllers, each party shall notify the other party, in writing without undue delay (unless prohibited by law) upon becoming aware of: (i) a security incident or suspected security incident that may affect the other party or the processing of Personal Data provided to or made available by the other party (**"Security Incident Notice"**); and (ii) data subject request, consumer user right request (**"DSR Notice"**) or a complaint, investigation, inquiry, warrant, subpoena or proceedings from or brought by any public, governmental, regulatory or judicial agency or authority that relates to the Personal Data processed under this Agreement (**"SAR Notice"**). In the event of a Security Incident Notice, a DSR or SAR Notice, the parties undertake to cooperate in good faith to ensure compliance with applicable laws.
- b. Each party represents warrants and covenants that it shall be fully responsible for: (i) complying with any and all Data Protection Laws. Notwithstanding the above, and to the extent applicable, the Advertiser shall comply with the: (i) terms and conditions; (ii) applicable policies; and (iii) technical specifications; governing participation in the IAB Europe's Transparency and Consent Framework (respectfully, the **"TCF Requirements"** and the **"TCF"**) applicable to Vendors.
- c. Advertiser represents, warrants that: (i) it has the technical capability to receive, interpret, and comply with, and if necessary re-transmit to further recipients, all Privacy Signals provided by Anzu; (ii) it will comply with the End Users' preference as provided through the Privacy Signal, if consent is not provided for any reason, including due to "unknown" signals or errors, the Advertiser shall not treat such Privacy Signal as consent; (iii) it understands that the Privacy Signal is provided by Anzu "as is" and as provided to it, Anzu does not take any responsibility or liability for the use, transfer or sharing of the Privacy Signal; and (iv) it shall bind its affiliates and any third parties that process Personal Data for or on behalf of Advertiser. To the extent Advertiser receives Personal Data with a Privacy Signal, Advertiser may not use such data to create user or device profiles, to contact a specific

individual, including through interest-based advertising, or for any other purpose, and may serve only contextual advertising in response to bids containing Privacy Signals. Advertiser must also abide by any other user or device-level choices made known to it through the Anzu Services provided under the Agreement or otherwise.

- d. Advertiser further represents and warrants that (i) it shall not, through any act or omission, put Anzu in violation of the Bulk Data Transfer Rule through the use of the Anzu's personal information, (ii) it is not a covered person (as defined by the Bulk Data Transfer Rule) or controlled directly or indirectly by a covered person; or (iii) it is not located in a country of concern (as defined by the Bulk Data Transfer Rule), whether via the presence of an office or personnel, (iii) it shall ensure that no personal information of U.S. individuals or households owned or made available by Anzu is transferred to or accessible by, directly or indirectly, a covered person or to a country of concern in a manner that does not maintain full compliance with the Bulk Data Transfer Rule by both parties hereto. If Advertiser is a foreign person (as defined by the Bulk Data Transfer Rule) but not a covered person, it shall immediately report any known or suspected violation of the foregoing representations to Anzu and the U.S. Department of Justice, in accordance with 28 C.F.R. § 202.302. Upon written request from Anzu, Advertiser shall have an authorized officer sign a certification attesting to compliance with this section and the Bulk Data Transfer Rule. "**Bulk Data Transfer Rule**" means the "Provisions Pertaining to Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons" (28 CFR Part 202) issued

by the U.S. Department of Justice, as modified from time to time, together with all guidance thereto provided by the U.S. Department of Justice and any comparable laws.

8. Reports & Payments

- a. The IO will specify the pre-payment consideration (the "**Consideration**") that is due and payable by you to us prior to the launch of each Advertisement or Campaign. Unless specified otherwise in the IO, the Consideration must be paid to us in advance. We will provide you with reports concerning the Consideration's calculations in such form, content, and frequency of the reports as to be mutually communicated by us to in an applicable IO or as otherwise we correspond to you (e-mail is sufficient). The reporting system shall be based on the data derived from Anzu's applicable system, in accordance with the payment plan and rates specified or otherwise outlined to you by us ("**Anzu Reports**"). The calculation of Consideration as determined by Anzu shall be deemed true, correct and conclusive, provided that if, and only if, Advertiser has provided us on a weekly basis throughout the entire Campaign its own independent reports and such reports reveal a discrepancy of more than five percent (5%) from the Anzu Reports, then the Parties will obtain independent confirmation of Consideration due from a third party vendor approved by Anzu, and the Consideration determined by such third party vendor shall be used to adjust the Anzu Reports. Advertiser shall pay any and all fees charged by its bank related to the making of any payment to us under the Agreement.
- b. In order to make payments in connection with this Agreement, we may use a third-party payment processor ("**Payment Processor**") to link the payment

information that you provide, including your address, tax, and bank account information, via the IO. The processing of all payments under this Agreement will be subject to the terms, conditions and privacy policies of the Payment Processor, and/or your bank (in addition to our Privacy Policy), and Anzu may charge you for such expenses in addition to your obligation to pay us the Consideration according to the payment terms set forth in the applicable IO.

- c. If no payment terms are specified in the applicable IO, payments shall be made within thirty (30) days following the end of the relevant month. Any dispute over an invoice must be received by us in writing no later than 120 days from the date on which invoice was issued. Any payment not paid by Advertiser to Anzu when due shall bear interest at the rate of 1.5% per month (but no more than the maximum rate allowed by applicable law), and late payment shall constitute sufficient cause for Anzu to immediately suspend performance and terminate the Agreement. All costs incurred by Anzu for the collection of the Consideration or any other payments, including reasonable attorney's fees and expenses, shall be borne in full by Advertiser.
- d. With respect to Advertiser that is acting in the capacity of an Agency, it is hereby agreed that failure of an Agency to duly pay the Consideration to Anzu with respect to a specific Advertisement or Campaign shall permit Anzu, in its sole discretion, to suspend any other Advertisements or Campaigns belonging to Advertiser, including Advertisements and Campaigns of other Agency Clients. Where an Advertiser's third-party measuring tool is in use, Advertiser will furnish us access to aggregated data (with no Personal Data/ Personal Information) generated by such

tool (via direct login or API extension), for verification purposes of the reporting and its billing.

- e. The Consideration is exclusive of any taxes, levies and/or charges, including, but not limited to, VAT (collectively, "**Taxes**"). In any case in which any Taxes are levied on the Consideration (including, but not limited to, by way of withholding), you will promptly reimburse Anzu for the full amount of such Taxes, so we will receive the Consideration in full.

9. Confidential Information

- a. You shall keep confidential and shall not disclose to any third party any proprietary information or confidential information disclosed to you by Anzu, and/or relating to the business, processes, practices, products, customers, accounts, finance or contractual arrangements or trade secrets of Anzu and any information concerning the Anzu Platform and/or Anzu Services, or the substance of any report, recommendations, advice, test disclosed in relation to the aforementioned ("**Confidential Information**"), and shall use such Confidential Information solely for the performance of your obligations under this Agreement. If you become aware of any breach of confidence by any of our employees, agents, or sub-contractors you shall promptly notify Anzu and give Anzu all reasonable assistance in connection with any proceedings, which the Anzu may institute against any such persons. You further agree to keep confidential and not to disclose to any third party, any of the terms and conditions in this Agreement. The above shall not apply to Confidential Information already known to you prior to disclosure by Anzu, to information that is in the public domain or which becomes part of the public domain through no fault of yours,

or to any information that is required to be disclosed by law, regulation or legal process; provided that if you are required to disclose Confidential Information pursuant to law, regulation or legal process, you shall (to the extent not prohibited by such law, regulation or legal process) give written notice to Anzu prior to such disclosure and reasonably cooperate with any efforts by the other party to contest or limit disclosure.

- b. For avoidance of doubt, any Personal Data shall be deemed Confidential Information.

10. Representations and Warranties by Advertiser

- a. You represent and warrant to us that: (i) you are the owner of the Advertisements or legally authorized to act on behalf of the owner of the Advertisements and have all necessary right, power and authority to enter into this Agreement and to transfer to us the license and rights granted herein; (ii) your performance under this Agreement will not violate any agreement or obligation between you and any third party or any applicable law; (iii) all Advertisements and any material displayed therein: (a) comply with any and all applicable laws, including but not limited to any privacy, spam and/or Data Protection Laws and regulations; (b) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property or privacy; (c) are free from viruses, malware, or other harmful component and any other contaminants of any nature whatsoever; (d) comply with the guidelines or other requirements of the Publisher of any Game, in which your Advertisements or Campaigns appear, and (e) may be resized or otherwise adjusted for display in Games without liability to Anzu; and (iv) if applicable, any technology behind the Advertisements provided via the Anzu

Services does not collect any data beyond what is expressly agreed to by us under this Agreement. It is hereby agreed that the breach of this Section by Advertiser shall be considered a material breach of the Agreement, and Anzu will have, in addition to any other remedies available to it, the right to immediately terminate the Agreement.

- b. If the Advertiser is receiving Managed Services, Advertiser also acknowledges and agrees that Anzu shall have no liability whatsoever with respect to Campaigns carried out by Anzu substantially in accordance with any requirements and/or specifications provided by the Advertiser, including any liability with respect to creative materials provided by Anzu and approved by Advertiser.
- c. You represent and warrant that there is no contractual, legal or other prohibition upon you and/or anyone acting on your behalf (including, without limitation, its controlling shareholders, directors, officers and/or its ultimate beneficiary owners) to enter into this Agreement. Neither of you and/or anyone of your behalf appear in repositories which prohibit them directly or indirectly to conduct business with us (and/or our technology and/or in the currencies of the United Kingdom, the EU or the United States of America), nor will expose Anzu or its affiliates to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the State of Israel, the European Union, United Kingdom or United States of America, including without limitation sanctions, prohibitions or restrictions relating to the territories of Lebanon, Syria, Iran, Cuba, North Korea, the Crimean Peninsula and the Ukrainian areas of Luhansk, Donetsk, Kherson and

Zaporizhzhia (collectively “**Sanctions Regime**”) nor any prohibitions or restrictions under the foregoing applicable export control regulations (“**Export Regulations**”). Further, you undertake not to allow and/or not to make available the Anzu Services to any individuals and/or entities that are under any Sanctions Regime.

- d. If Advertiser is an Agency representing Agency Client(s), Agency represents and warrants that (i) Agency is the authorized agent of Agency Client and that pursuant to a written agreement with the Agency Client it has the legal authority to enter into this Agreement and any IO on behalf of the Agency Client, to make all decisions, and to take all actions relating to the Agency Client; (ii) Agency’s written agreement with the Agency Client binds the Advertiser to terms as protective of Anzu as is this Agreement and specifies Anzu as an intended third party beneficiary with respect to Advertisements and/or Campaigns delivered using the Anzu Platform, and (iii) Agency will not, without Anzu’s prior written consent: (A) make any representation, guarantee, condition, or warranty concerning any Anzu Services, or that Agency is an affiliate or partner of Anzu, (B) make any commitments (for example, guarantees as to placement of ads) to an Advertiser or potential Advertiser beyond Anzu’s obligations under this Agreement, (C) negotiate any terms or conditions related to Anzu Services which are inconsistent with this Agreement, or (d) engage in any tele-sales or telemarketing in connection with the Anzu Services; and (iii) Agency will perform its duties pursuant to this Agreement in a professional manner consistent with the requirements established by Anzu.

- e. In addition to any other remedies, Anzu may discontinue the Anzu Services or access to the Anzu Platform, or disable tracking capabilities due to failure of Advertiser to comply with any of the above warranties.

11. Representations and Warranties by Anzu; Disclaimers

- a. Anzu warrants that: (i) it holds the legal power to enter to the Agreement with the Advertiser; (ii) that it has the professional skills to render the Anzu Services, as specified in the applicable IO; (iii) it will process data pursuant to its Privacy Policy available [here](#), as amended from time to time.
- b. With respect only to the Managed Services (if applicable), Anzu warrants it is knowledgeable with regard to the business and technical requirements necessary to provide the Managed Services, and warrants that it will cause its employees, subcontractors, and agents to perform the Managed Services with care, skill, and diligence in accordance with the professional standards of Anzu’s industry.
- c. Anzu warrants that it does not knowingly collect and process financial, health related, genetic, or biometric personally identifiable information, or personally identifiable information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, sex life, or criminal background.
- d. Unless expressly stated otherwise, Anzu does not provide Advertiser with any warranty whatsoever, on behalf of itself or on behalf of any Publisher, with respect to any Publisher services or part thereof generated by using the Anzu Services and/or the Anzu Platform. It is hereby made explicitly clear that Anzu shall not be held responsible for any (i) acts and/or omissions on the part of any Publisher, and/or factors outside of

Anzu's direct control, including internet outages, cyber attacks, or force majeure events; (ii) with regards to Anzu Services, any statements, materials, and/or recommendations therein.

- e. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE ANZU SERVICES AND THE ANZU PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE ANZU SERVICES WILL OPERATE ERROR-FREE, THAT THE PLATFORM AND ANZU SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE ANZU PLATFORM OR ANZU SERVICES. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

12. Limitation of Liability and Indemnification

- a. In no event will we be liable for any direct, indirect, special, incidental, consequential or punitive damages, or for any loss of data, revenue, business or reputation, that arises under or in connection with this Agreement or that results from the use of, or the inability to use, the Anzu Platform and/or Anzu

Services, even if we have been advised of the possibility of such loss.

- b. Notwithstanding anything to the contrary between the parties, in any event, our total, aggregate liability for all damages and losses arising under or in connection with this Agreement, or that result from your use of or inability to use the Anzu Platform and/or Anzu Services, or in connection with any Publisher and/or End User, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Consideration actually received from you over the previous three months preceding the date of the event giving rise to the liability.
- c. You shall defend, indemnify and hold us harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including legal fees) resulting to or arising from: (i) your breach of this Agreement and/or your use of the Anzu Platform and/or Anzu Services; (ii) any violation of any third party right, including without limitation any copyright, property, or privacy right, relating to your Advertisement creative or your other use of the Anzu Platform and/or Anzu Services; and/or (iii) any claims regarding the Advertisements and/or Campaigns. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval. Without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any applicable payments

otherwise payable by us to you hereunder, against any liability of you to us, including (but not limited to) any claims we have against you resulting from or arising from, your breach of this Agreement and/or your use of the Anzu Platform and/or Anzu Services.

13. Term and Termination

- a. This Agreement will enter into force and terminate in accordance with the provisions of the IO; where the IO does not include provisions to this effect, this Agreement will enter into force upon the execution of the IO by you and may be terminated: (i) by you without cause and without penalty by providing at least 30 (thirty) days prior written notice to the launch of the applicable Advertisement or Campaign; (ii) by you without a cause if notified within less than 30 (thirty) days prior to the launch of the applicable Advertisement or Campaign, provided, however, that if such termination is (A) at least 14 (fourteen) days before of the launch of the said Advertisement or Campaign, you will pay Anzu 75% of the Consideration and (B) less than 14 (fourteen) days before the launch of said Campaign, you will pay Anzu 100% of the Consideration. Without derogating from the aforementioned, it is understood that we may terminate for convenience this Agreement, by notifying you with a thirty days' prior written notice.
- b. In the event that: (i) either party is in breach of this Agreement and fails to take actions to rectify and cure any such breach (if curable) following written notice from the other party describing the breach and/or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws, then the other party may terminate this Agreement by providing a 72 (seventy-two) hour prior written notice to the other party. Upon termination of this Agreement for any reason whatsoever, Advertiser will immediately cease use of the Anzu Services and Anzu Platform and return all Confidential Information to Anzu.
- c. Without derogating from the aforementioned or any other right or remedy we may have, we reserve the right to suspend your use of the Anzu Platform and/or Anzu Services if we suspect any of the activities may materially breach this Agreement, involve fraudulent activity done by you and/or anyone on your behalf, with such suspension continuing until an internal Anzu investigation is concluded regarding this matter and/or we terminate this Agreement immediately upon notice to you.
- d. If following the regulations and provisions of any applicable Sanction Regime and/or Export Regulations, Anzu is not allowed to render you the Anzu Services, then Anzu shall be entitled to immediately terminate this Agreement with no penalty and shall not be liable to pay any claim or provide any benefit hereunder to you or anyone on your behalf.
- e. Upon termination, the provisions of this Agreement shall cease to have an effect, except for payment obligations under the IO and the following provisions of these Terms which shall survive and continue to have an effect, in accordance with their express terms or otherwise indefinitely: Sections 1, 2c, 4, 5, 6, 7, 8, 9, 10, 11e, 12, 13, 14 and 15.

14. Force Majeure

- a. If either party is prevented or delayed in the performance of any of its obligations under this Agreement (other than the obligation to pay the Consideration) by Force Majeure,

that party shall: (i) Promptly serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects; (ii) Use all reasonable endeavors without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which this Agreement may be performed despite the continuation of the Force Majeure event; (iii) Have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and; (iv) For such time after the affected party ceases to perform its obligations as is necessary for that party, use its reasonable endeavors to recommence its affected operations in order for it to perform its obligations. For the purposes of this Agreement **"Force Majeure"** means any cause beyond the reasonable control of the parties including, without limitation, any of the following: (i) Act of God; (ii) war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism; (iii) fire, explosion, flood, storm; (iv) pandemic or epidemic (or similar regional health crisis); (v) other theft or malicious damage; (vi) Strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction; (vii) national defense requirements, acts or regulations of governmental or quasi-governmental authorities; or (viii) inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

15. Miscellaneous

- a. Any notice or other documents to be given under this Agreement shall be in writing,

(including by email) to the address specified in the IO. Any notice sent by email shall be deemed received on the day sent if during business hours of the recipient or on the next business day if after business hours of the recipient.

- b. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you and us under this Agreement. Neither Party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.
- c. You may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same.
- d. Anzu may disclose the fact that Advertiser is a customer of Anzu and may use Advertiser's and/or Agency Client's name, logo and trademarks on Anzu's website and in its sales and/or marketing collateral. In addition, Anzu may issue a press release in regards to the Agreement and/or of a case study regarding activity(ies) with Anzu. Anzu may use, in perpetuity and on a royalty-free basis, any Advertisement in any advertising or other materials prepared by or on behalf of Anzu that describe, depict, or promote Anzu Services and/or the Anzu Platform.
- e. This Agreement shall be governed by and construed in accordance with the laws of the state of Israel without giving effect to conflicts of law principles. Any disputes shall be brought only to the competent courts of Tel-Aviv, Israel which will have the exclusive

jurisdiction. Notwithstanding the foregoing, Anzu shall have the right to enforce its rights by bringing a claim or seeking an Israeli court judgment in any jurisdiction it deems necessary or appropriate.

- f. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.
- g. We both expressly agree that the rule against the drafter will not apply with respect of any interpretation of this Agreement.

- h. This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of the Agreement.