MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**MSA**") TOGETHER WITH ANY ORDER FORMS, THE DPA AND ANY OTHER EXHIBITS, APPENDIXES, OR SCHEDULES ATTACHED THERETO OR WHICH REFERENCES THE MSA (COLLECTIVELY, THE "**AGREEMENT**") SET FORTH THE TERMS UNDER WHICH CUSTOMER MAY ACCESS AND USE APPSFLYER'S SERVICES.

BY ACCEPTING THIS MSA OR AGREEMENT, EXECUTING ANY ORDER FORM REFERENCING THIS MSA OR AGREEMENT, OR BY USING THE SERVICES (INCLUDING UNDER A FREE TRIAL), CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND THAT IT HAS THE FULL AUTHORITY TO ENTER INTO AND BIND THE CUSTOMER TO THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

THIS MSA WAS LAST UPDATED ON NOVEMBER 2, 2023 AND IS EFFECTIVE BETWEEN APPSFLYER AND CUSTOMER AS OF THE DATE CUSTOMER ACCEPTS THE AGREEMENT AS AFOREMENTIONED (THE "**EFFECTIVE DATE**").

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

a) **"Account"** shall mean Customer's account with AppsFlyer that is opened to enable Customer to use the Services.

b) **"Affiliate"** shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, where control means the power to direct the affairs or management of such entity, whether through the ownership of at least 51% (fifty-one percent) of the voting securities, by contract, as trustee or executor.

c) **"Aggregated and De-Identified Data"** shall mean Customer Data that has been aggregated and de-identified so that the data cannot be identified with any individual and/or the Customer and cannot be reversed in such manner so as to enable such identification.

d) **"Applications"** shall mean Customer's or its Affiliates' (subject to Section 2(c)) or its Agency Client's (subject to Section 2)f)(f)) products, services, websites, advertisements, mobile applications and/or other technology for which the Developer Tools may be used and the Services may be provided.

e) **"AppsFlyer"** shall mean the AppsFlyer entity described in the "AppsFlyer Contracting Entity" section below.

f) **"AppsFlyer Properties"** shall mean the Services, the Developer Tools and all other technology utilized by AppsFlyer to provide the Services, including any and all patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights relating to, embodied by, or incorporated in any of the foregoing, and including any updates, upgrades, enhancements, modifications, improvements to, or derivatives of any of the foregoing, but excluding any Customer Properties therein.

g) "**Children**" shall mean individuals under such age as determined by any laws and/or regulations applicable to Customer.

h) "**Confidential Information**" shall mean any and all information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), including, but not limited to, technical information, non-technical information, product information, plans and pricing, financial information, marketing plans, business strategies, research and development, software and hardware, APIs, specifications, designs, source codes, object codes, records, methods, techniques, processes, legal documents, that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; or (b) should reasonably be recognized as confidential information of the Disclosing Party due the nature of the information. AppsFlyer's Confidential Information includes, without limitation, the pricing under this Agreement.

i) "**Customer**" shall mean: (i) the company or legal entity accepting this Agreement and/or executing an Order Form and in the event of an individual accepting this Agreement or executing an Order Form on behalf of a company or other legal entity, then such company or other legal entity; or (ii) in the event of an individual accepting this Agreement and/or executing an Order Form on his or her own behalf, then such individual.

j) "**Customer Content**" shall mean any Customer materials, images, texts, videos, music, logos, trademarks, active URLs, campaign and advertising creative, and/or other content uploaded, stored or provided by the Customer to the Service.

k) "**Customer Data**" shall mean End User Data, Customer Content and Campaign and Analytics Data (as defined in Section 10) but excludes Aggregated and De-Identified Data.

l) "**Customer Properties**" shall mean collectively Customer's Applications, Customer Data, and Reports, but excluding any AppsFlyer Properties therein.

m) "**Developer Tools**" shall mean any tags, SDKs, APIs, JavaScript, pixels, attribution or redirect links, cookies or other similar technologies used or made available by AppsFlyer to Customer to support the provision of Services by AppsFlyer.

n) "**Documentation**" shall mean implementation manuals and other policies and instructions relating to the use and operation of the Developer Tools and Services whether in printed form, electronic form, available online (including at: https://dev.appsflyer.com and https://support.appsflyer.com) or in any other format otherwise supplied by AppsFlyer.

o) "**DPA**" means AppsFlyer's Data Processing Addendum available at https://www.appsflyer.com/legal/dpa/.

p) "**End User(s)**" shall mean any end users of the Applications or those who have interacted with the Applications.

q) "**End User Data**" shall mean data related to End Users: (i) collected by Customer through implementation and use of the Developer Tools, (ii) received by Customer from its Integrated Partners, and/or (iii) uploaded or stored by Customer to the Services.

r) "**Feedback**" shall mean any suggestions, enhancement request, recommendation, correction or other feedback provided by Customer to AppsFlyer relating to the Services or any part thereof.

s) "**Integrated Partner(s)**" shall mean certain third parties that Customer works with and selects to integrate with via the Services, such as advertising networks, publishers, and analytics providers.

t) "**Order Form**" shall mean any order form or similar document (e.g., statement of work, insertion order, purchase order etc.) that contains the terms of the Subscription Package, or any online order of Services, between AppsFlyer and Customer that was executed or approved (e.g. online submission) by Customer.

u) "**Permitted End User Data**" shall mean the End User Data that the Service is designed to process in order to perform the Services and which may include technical information about End User devices (e.g. type, model, OS, language), identifiers (e.g. advertising ID's, device ID's), network information (e.g. IP address), and engagement information (e.g. advertisements clicked and viewed, in app events and purchases), subject to Section 9(a) below, all as further described in Annex 1 of the DPA.

v) "**Reports**" shall mean any reports or output generated through the Services, whether manually or automatically, derived from Customer Data.

w) "**Restricted Data**" shall mean: (i) precise location data (e.g. addresses, precise GPS data); (ii) financial information (e.g. bank account numbers, credit/debit card information); (iii) any health or medical information; (iv) government IDs (e.g. driver's license, passport, national ID, social security, TIN or EIN numbers); (v) any special or sensitive categories of data as defined under applicable law (e.g. biometric or genetic data, information about ones religious beliefs, race, sex life or orientation); or (vi) any information other than Permitted End User Data that can directly identify an individual.

x) "**Services**" shall mean the products and services made available by AppsFlyer that are ordered by Customer under an Order Form or online via AppsFlyer's website, including if provided to Customer free of charge (as applicable) or under a free trial.

y) "**Service User**" shall mean such individuals who are authorized by Customer to use the Services and to whom Customer (or AppsFlyer at Customer's request) has supplied user credentials, including employees, contractors or other authorized agents of Customer.

z) "**Subscription Package**" shall mean the package of specific Services to which Customer has subscribed and their corresponding fees, features, and usage and quantity limits all as further described in an Order Form.

aa) "**Subscription Package Term**" shall mean the period of time for which Customer has purchased the Subscription Package pursuant to an Order Form.

bb) "**Third Party Content**" shall mean any content, materials or images provided by a third party that is contained in the Service.

cc) "**Third Party Sites**" shall mean third party websites, advertisements and/or any third party services.

2) **Account and Access to Services**.

a) **Order Form**. Subject to the terms and conditions hereof, AppsFlyer will make the Services available to Customer pursuant to the terms of the Agreement and in accordance with the Subscription Package and the Documentation.

b) **Account and Service Users**. In order to access and use the Services, Customer will be required to set up an Account. Customer must ensure that all Account registration information (e.g. company name, address, contact details, billing details) is accurate and up to date. Customer shall promptly update and/or notify AppsFlyer if there is any change in its registration and/or billing information. Customer may set up Service Users under its Account, provided that the number of Service Users that Customer may set up shall be limited to such number provided in the Subscription Package. Service User credentials cannot be shared by more than 1 (one) person but may be re-assigned to new Service Users. Customer and Service Users will be required to choose appropriate log-in credentials and passwords in order to secure the Account. Customer and Services Users shall take appropriate measures to protect the Account access credentials. Customer shall promptly notify AppsFlyer if Customer becomes aware of any security breach of the Account or the compromise of any Account access credentials. Customer shall be responsible for managing its Service Users, including removing and/or updating Service User contact information and credentials. Customer shall be responsible and liable for ensuring its Service Users' compliance with the terms and conditions of this Agreement.

c) **Affiliates**. A Customer Affiliate shall have the right to order Services under this Agreement covering its own Applications by executing a separate Order Form. In such case, the Affiliate executing such Order Form shall be deemed the Customer pursuant to this Agreement and shall be solely responsible and liable for its actions and/or omissions under this Agreement. Customer may not utilize its Subscription Package and use the Services for the benefit of any Customer Affiliate Applications, unless expressly stated otherwise in an Order Form or expressly approved in writing by AppsFlyer.

d) **Applications.** Customer may use the Services only in connection with its own Applications, up to such Application limits provided under the Subscription Package. If Customer is authorized to manage or otherwise operate third party Applications, then the terms of Section 2(f) below (Agencies) shall apply. If during the Subscription Package Term, Customer acquires new Applications from a third party or Affiliate (that were not under Customer's ownership or management as of the Effective Date) and wishes to use the Services with respect to such new Applications under its existing Subscription Package, Customer shall be required to notify AppsFlyer and obtain AppsFlyer's prior written approval. AppsFlyer may subject the inclusion of such newly acquired Applications under its existing Subscription Package to additional fees.

e) **Fair Usage Policy**. Use of and consumption of any feature or functionality of the Service that is provided on an 'Unlimited', 'free' or similar basis, is subject to fair and reasonable use. If AppsFlyer reasonably determines that Customer has made unfair or unreasonable use of the Services or has otherwise used the Service in a manner that creates an excess burden on the Services, AppsFlyer shall have the right to: (i) limit,

restrict or suspend access or use of such Service upon providing prior notice to Customer until such time that Customer agrees to correct its usage or upgrade its Subscription Package; and/or (ii) apply any charges for excess use in accordance with the terms specified in the Order Form, if applicable.

f)   **Agencies**. If Customer is an agency or is otherwise managing third party Applications or providing services for the benefit of a third party ("**Agency Client**"), Customer shall be required to notify AppsFlyer prior to execution of an Order Form to ensure an appropriate Subscription Package and Account are created. Customers acting in such agency capacity represent and warrant that Customer is authorized to: (i) act on behalf of the Agency Client; (ii) use the Services with respect to the Agency Client Applications; and (iii) collect and view data (including End User Data) belonging to the Agency Client in connection with Customer's use of the Services. Customer shall ensure that each Agency Client agrees to comply with the terms of this Agreement, provided however, that as between AppsFlyer and Customer, Customer shall remain liable for any acts, omissions, or breaches of this Agreement by such Agency Client. AppsFlyer reserves the right to refuse to provide the Services to, or on behalf of, any Agency Client for any reason in its sole discretion. AppsFlyer shall notify Customer of any such objection. Customer shall indemnify, defend and hold harmless AppsFlyer from and against any claims or actions by an Agency Client.

3)   **SLA and Support**. AppsFlyer shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for downtime resulting from scheduled maintenance and events beyond AppsFlyer's reasonable control, such as any downtime: (a) caused by outages to any public or third party Internet backbones, networks or servers; (b) caused by any failures of Customer's Application, equipment, systems or local access services; or (c) strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes or natural disasters or other acts of God. AppsFlyer shall provide its standard support for the Services (except where any upgraded support is provided under a Subscription Package, as specified in an Order Form).

4)   **Access and Restrictions**.

a)   **Access Rights**. Subject to the terms of this Agreement, AppsFlyer grants Customer (and any applicable Affiliates subject to Section 2)c)2(c) above) a worldwide, limited, non-exclusive, non-transferable (except as permitted under the Agreement) right, for the duration of the Subscription Package Term, to: (i) access and use the Services through the interface made available by AppsFlyer; and (ii) use the Developer Tools, in each case, in accordance with the Documentation and solely for Customer's internal business needs.

b)   **Restrictions**. Customer represents and warrants that it shall not, and shall not permit any third party to: (a) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile the Developer Tools or Services or attempt to find the underlying code of the Services or any part thereof; (b) copy, modify, adapt, translate or otherwise create derivative works of the Developer Tools or Services or any part thereof; (c) rent, lease, sell, resell, time-share, license, sublicense, assign, or otherwise transfer rights in the Developer Tools or Services to any third party; (d) remove any proprietary notices or bypass any security measure of AppsFlyer with respect to the Developer Tools or Services; (e) send, upload, transmit, or store any infringing, fraudulent, threatening, libelous, defamatory, or otherwise unlawful or tortuous material or Customer Content, including material or Customer Content that violates third party rights or otherwise use the Services or any Developer Tools to link to or redirect to any such materials or Customer Content; (f) send material or Customer Content containing software viruses, worms, trojan horses, or other harmful or malicious computer code, files, scripts, agents, or programs; (g) attempt to gain unauthorized access to the Service or its related systems or networks; (h) distribute or use the Developer Tools or Services or any part thereof in any manner not authorized under this Agreement or the Documentation or that violates any applicable laws; or (i) use or access the Services or any Developer Tools to build any competitive product, to evaluate the Services or Developer Tools for any competitive or benchmarking purposes, or to copy any ideas, features, functions or content (including images) of the Services or Developer Tools.

5)   **Free Subscription Package and Account.** AppsFlyer may offer, from time to time, a free Subscription Package. Any use of AppsFlyer's Services under a free Subscription Package and Account is subject to, and governed by, the terms of this Agreement and the following terms and conditions. Such free Subscription Package may not provide the full functionality of the Services as made available with the various paid Subscription Packages. Customer acknowledges and agrees that AppsFlyer shall have the full right and authority to cease providing the free Subscription Package and Account to Customer, at any time, and for any and no reason whatsoever, and to make any modifications to, or remove, any features and functionalities of the Service, including, without limitation, limiting the amount of usage or other parameters available to Customer during any given period and/or ceasing to provide certain reports or any other functionality or features available through the Service, with or without notice. AppsFlyer shall not be responsible, or liable to Customer or any third party,

for any loss of data, including any Reports, analysis or Customer Data resulting from such cessation or modification of the free Subscription Package and Account. Customer is strictly prohibited from using more than 1 (one) free Account. Furthermore, any technical support or account management shall be provided (if at all) at AppsFlyer's sole discretion. Without derogating from AppsFlyer's termination rights pursuant to this Agreement, it is hereby clarified that if Customer has registered for a free Subscription Package and has not accessed the Services or performed any activity within the Services for a period of 60 (sixty) days, AppsFlyer may terminate Customer's subscription, cease data collection and/or permanently remove its Account including, any Customer Data or other data associated with its Account with or without any prior notice to Customer and without any liability to AppsFlyer.

6) **Beta Services**. From time to time, AppsFlyer may make certain services or functionalities available to Customer to try at its option, at no additional charge, prior to their official release and that are designated as alpha, beta, pilot, limited release, developer preview, non-production, evaluation, or similar pre-release designation ("**Beta Services**"). Customer may elect to try such Beta Services in its sole discretion. Beta Services may be subject to additional terms and conditions, which AppsFlyer will provide to Customer prior to its use of the Beta Services. Without limiting the generality of the foregoing, AppsFlyer: (a) makes no representations or warranties that the Beta Services will function as intended, or at all, or will be fit for Customer's intended use; (b) may discontinue the Beta Services at any time in its sole discretion or not release updates to, or a final version of, a Beta Service; (c) will have no liability for any damages arising out of, or in connection with, Customer's use of a Beta Service.

7) **Third Party Websites and Content.** The Services may link or direct to Third Party Sites or contain Third Party Content. Customer hereby acknowledges and agrees that AppsFlyer has no control over such Third Party Sites and Third Party Content and that AppsFlyer is not responsible for the availability, accuracy, and/or correctness of Third Party Sites or Third Party Content, and does not endorse and is not responsible or liable for any service, content, advertisements, products, or any materials available by third parties or on and/or through such Third Party Sites. Customer further acknowledges and agrees that AppsFlyer shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with the use of, or reliance on, any such Third Party Content, or service or products made available by third parties or available on or through any Third Party Sites. Most Third Party Sites provide legal documents, including terms of use and privacy policies, governing the use of each such Third Party Sites. It is advisable and AppsFlyer encourages Customer to read these legal documents carefully before using any such Third Party Sites or any third party services.

8) **Fees and Payment**.

   a) **Fees, Invoicing and Payment** Customer shall pay AppsFlyer all fees due and payable under an Order Form. Unless different payment terms are specified in an Order Form: (a) all fees due shall be payable within 30 (thirty) days of AppsFlyer's issuance of the applicable invoice; and (b) all fees shall be made in advance, either annually or in accordance with any different billing frequency set forth in the Order Form, except for Services consumed per usage (including any overage fees), which are due and payable monthly in arrears.

   b) **Third Party Payor**. If Customer authorizes a third party or Affiliate to pay AppsFlyer the fees due hereunder on Customer's behalf ("**Third Party Payor**"), then Customer agrees that: (a) it shall immediately notify AppsFlyer of such Third Party Payor and provide all required details of the Third Party Payor; (ii) assumption of the payment obligations by the Third Party Payor shall not in any way release Customer from any of Customer's obligations under the Agreement; (c) any failure by the Third Party Payor to pay the fees shall entitle AppsFlyer to any remedy against Customer set forth in the Agreement or available to AppsFlyer by law, including, suspension or termination of the Services; (d) it shall indemnify and hold harmless AppsFlyer from and against any claims in connection with such Third Party Payor paying the fees instead of Customer. AppsFlyer may refuse any payment by a Third Party Payor in its sole and absolute discretion, in which case Customer shall be required to pay AppsFlyer any and all due fees directly.

   c) **Late and Overdue Payments.** Without limiting AppsFlyer's rights or remedies, if Customer fails to pay any fees by their due date: (i) such fees may bear interest at the rate of one percent (1%) per month of the outstanding balance (or the maximum amount permitted by applicable law, whichever is less); and (ii) AppsFlyer shall have the right to suspend or cease providing the Services or terminate the Agreement if such fees are not paid within 10 (ten) days of notice by AppsFlyer of its intention to terminate the Agreement or suspend or cease providing the Services until the debt is paid. AppsFlyer shall not apply such late interest, terminate the Agreement, or suspend provision of the Services if Customer has notified AppsFlyer prior to the due date that it believes the invoice is incorrect, has a reasonable good faith basis for such determination and cooperates with AppsFlyer in good faith to resolve the issue. If the parties do not resolve such issue amicably

within 30 (thirty) days following the receipt of the notice from Customer, AppsFlyer shall have the right to exercise any of its abovementioned rights.

       d)   **Taxes.** Unless expressly stated otherwise under an Order Form, all fees are exclusive of any local, state, or federal sales, use, excise, withholding, VAT or other similar taxes or duties, and any such taxes, to the extent legally applicable, shall be borne and paid by Customer (except for any taxes based on AppsFlyer's net income).

9)   **Customer Data and Privacy**.

       a)   **Restricted Data**. AppsFlyer strictly prohibits using the Services or any Developer Tools to collect, store, upload, process or transmit to AppsFlyer, or through the Services to any third party, any Restricted Data. Customer shall not configure the Services or Developer Tools to enable the collection, transmission, or storage of Restricted Data on or through the Services.

       b)   **Children**. Customer shall configure the Developer Tools and Services appropriately to ensure compliance with applicable Children data protection and privacy laws and any platform policies or third party agreements with Integrated Partners that Customer is subject to. Without derogating from the generality of the foregoing, Customer shall configure the Services to ensure that End User Data from Children is not transmitted to any Integrated Partner except where both the Integrated Partner's service is specifically tailored to support and process End User Data from Children and the Integrated Partner permits Customer to transmit such End User Data related to Children to such Integrated Partner. For more information, Customer should review and implement the appropriate controls as provided in the AppsFlyer [Kids App Implementation Guide](.).

       c)   **AppsFlyer Responsibilities**. AppsFlyer shall process Customer Data in compliance with applicable data protection and privacy laws and regulations pursuant to the terms set forth in the Agreement including, to the extent any such Customer Data contains Personal Data, the [DPA](.). AppsFlyer shall implement and use appropriate physical, technical, administrative, and organizational measures that are designed to protect against any anticipated threats or hazards to the security or integrity of the Customer Data, as further specified in our [Security Measure Commitments](.).

       d)   **Customer Responsibilities**. Customer shall: (i) collect, use and process Customer Data in compliance with applicable data protection and privacy laws and regulations; (ii) provide appropriate notice to End Users that clearly and accurately discloses its privacy practices, including with respect to its use of services such as the Services; and (iii) ensure it has or obtains all necessary rights, lawful basis, and, where required by law, consents (including parental consent in the case of any End User Data related to Children) to: (a) collect and use the End User Data; (b) enable the processing of End User Data by AppsFlyer as per the terms of the Agreement; (c) place any cookies or similar technologies (including by AppsFlyer) on End Users' browsers or mobile devices; and (d) configure the Services and Developer Tools in such a manner that ensures compliance with any platform policies and terms (e.g. Apple and Google Store) applicable to Customer.

       e)   **Personal Data**. To the extent any End User Data is deemed Personal Data as such term is defined under the [DPA](.), the terms and conditions set forth in the [DPA](.) shall apply to the use and processing of such Personal Data and shall be deemed incorporated by reference into this Agreement.

       f)   **Remedy**. Without limiting any remedies available to AppsFlyer under this Agreement or applicable law, AppsFlyer reserves the right to cease or suspend performance of the Services if it reasonably deems that Customer has not fulfilled any of its obligations under Section 9 and any of its sub-sections.

10)   **Integrated Partners**. The Services enable Customer to connect and/or integrate with Integrated Partners in order to facilitate the upload, storage and sending of certain data (e.g. data or content related to Customer's marketing campaigns, conversion results, creatives, End User Data, events) between Customer and its Integrated Partners ("**Campaign and Analytics Data**"). Customer acknowledges and agrees: (i) that once the Services are configured by Customer to connect to an Integrated Partner, Customer Campaign and Analytics Data will be sent to the Integrated Partner and/or received from the Integrated Partner, unless otherwise configured by Customer in accordance with the Documentation; (ii) to only send Integrated Partners such Campaign and Analytics Data (including End User Data) that the Integrated Partner permits pursuant to any terms or agreements between Integrated Partner and Customer; (iii) the sending of any Campaign and Analytics Data (or any specific data parameter) shall be enabled only to the extent supported by the Integrated Partner and AppsFlyer; (iv) any use of the Campaign and Analytics Data by an Integrated Partner shall be subject to Customer's own agreements with Integrated Partner and AppsFlyer is not responsible for Integrated Partner's use of the Campaign and Analytics Data; and (v) any use or processing of Campaign and Analytics Data received

from an Integrated Partner for processing by the Services may be subject to certain limitations and restrictions imposed by Integrated Partners on AppsFlyer directly, including, without limitation, requirements by Integrated Partners to delete such data after a certain period of time or disclosing to Customers only certain Campaign and Analytics Data parameters or in a specific form (e.g. in aggregated form only). Pursuant to the foregoing, Customer hereby instructs AppsFlyer to: (i) send Campaign and Analytics Data to Integrated Partners in accordance with Customer's configurations of the Service; (ii) and to process Campaign and Analytics Data from Integrated Partners in order to perform the Services.

11) **Confidentiality**.

      a) **Definition.** During the Term, each party may disclose to the other party Confidential Information. Confidential Information shall not include information that Receiving Party can show: (a) was already lawfully known to, or independently developed by, Receiving Party without access to, or use of, Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality and non-use restrictions; (d) is required to be disclosed in order to provide the Services, in accordance with the terms of this Agreement; or (e) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation, provided that, to the extent permitted by applicable law, the Receiving Party provides the Disclosing Party with prompt notice of such requirement and reasonably cooperates with Disclosing Party to obtain an order protecting the information from disclosure and discloses only such minimal portion of the Confidential Information required to be disclosed. In addition, the terms of this Agreement may not be disclosed by either party, without the other party's prior written consent, except during due diligence in the course of a merger, acquisition, investment or sale of all or substantially all of a party's shares or assets.

      b) **Duty of Care**. The parties agree to hold all Confidential Information in strict confidence and not to disclose such Confidential Information to third parties other than Affiliates, employees, agents, consultants or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and obtain undertakings from their respective Affiliates, employees, agents, consultants and subcontractors of their obligations to keep all Confidential Information confidential and each party shall remain liable for any breach of confidentiality and non-use obligations by any of the foregoing. Each party agrees to treat the Confidential Information it receives with the same degree of care as it treats its own Confidential Information and in any event, with no less than a reasonable degree of care. As between the parties, each party retains all ownership rights in and to its Confidential Information.

      c) **Remedies**. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings.

      d) **Return of Data**. Upon termination or expiration of this Agreement, each party shall, within thirty (30) calendar days from the date of termination, return or destroy all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession. The non-disclosure and non-use obligations set forth in this Section 11 shall survive the termination or expiration of this Agreement for a period of 5 (five) years except that any trade secrets (including, but not limited to source codes, technology, algorithms, and protocols) shall be deemed and treated as Confidential Information for as long as such information continues to be protectable as trade secret information under applicable laws.

12) **Intellectual Property**.

      a) **Customer Property.** Customer shall retain all right, title and interest in and to the Customer Properties. Nothing herein shall be interpreted to provide AppsFlyer any rights in the Customer Properties except the limited rights explicitly set forth herein. Customer hereby grants AppsFlyer a non-exclusive, royalty-free, non-transferable, sub-licensable, worldwide license to upload, store, display, publish, publicly perform, reproduce, modify, create derivative works of, distribute, transfer, make available, and otherwise access and process the Customer Data solely for and to the extent required to provide, support, and maintain the Services. Without derogating from the foregoing, AppsFlyer confirms that it shall not make any changes, alterations, edits, or modifications to the Customer Content itself without the prior written consent of Customer.

      b) **AppsFlyer Property**. As between the parties, AppsFlyer shall retain all right, title and interest in and to the AppsFlyer Properties. Nothing herein shall be interpreted to provide Customer any rights in the

AppsFlyer Properties except the limited rights explicitly set forth herein.

c) **Feedback and Aggregated and De-Identified Data**. If Customer provides AppsFlyer with any Feedback, then, Customer hereby grants AppsFlyer and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and incorporate into its Services such Feedback. Customer acknowledges and agrees that AppsFlyer may use all such Feedback without restriction. Additionally, Customer acknowledges and agrees that AppsFlyer may use Aggregated and De-Identified Data to improve the service, perform market research and benchmarking.

13) **Warranties**.

a) **Mutual Warranties**. Each party represents and warrants that: (a) it is duly organized under applicable law and has sufficient authority to enter into this Agreement; (b) the person entering into this Agreement is authorized to sign this Agreement on behalf of such party*;* (c) the execution and performance under this Agreement does not conflict with any contractual obligations such party has to any third party; (d) it will not knowingly introduce into the other party's systems any worms, viruses, spyware, adware or other malicious or intrusive software; and (e) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to its obligations under this Agreement.

b) **Customer Warranties**. The Customer represents and warrants that: (i) the Customer Properties do not, to the best of its knowledge, infringe the intellectual property rights or privacy rights of any third party; (ii) it owns, or has all appropriate rights and/or licenses to, the Applications; and (iii) it has all permissions, authority, licenses, and consents required to enable the Services to access, download and/or upload Customer Data to Customer's Account for the purpose of providing the Service in accordance with the terms of this Agreement.

c) **AppsFlyer Warranties.** AppsFlyer warrants that the Services shall conform to, and operate in all material respects in accordance with, the Documentation and such other descriptions and materials as are attached, described and/or provided under this Agreement. For any breach of this warranty, Customer's exclusive remedy shall be to terminate the Agreement pursuant to Section 16(b) below.

d) **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT THE DEVELOPER TOOLS, SERVICES, AND REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", EXCEPT AS EXPRESSLY PROVIDED HEREIN. APPSFLYER FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES, DEVELOPER TOOLS OR REPORTS WILL MEET CUSTOMER'S NEEDS, BE ERROR FREE, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. IN ADDITION, THE SERVICES, DEVELOPER TOOLS, AND REPORTS PROVIDED UNDER A FREE SUBSCRIPTION PACKAGE, FREE TRIAL OR BETA SERVICES ARE EXCLUSIVE OF ANY WARRANTY AND REPRESENTATIONS WHATSOEVER. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. TO THE EXTENT THAT APPSFLYER CANNOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

14) **Indemnification.**

a) **AppsFlyer Indemnification**. AppsFlyer shall defend, indemnify and hold harmless Customer (and its Affiliates, officers, directors and employees) from and against any and all direct damages, costs, losses, liabilities or expenses (including reasonable court costs and reasonable attorneys' legal fees) which Customer may suffer or incur in connection with any claim, demand, action or other proceeding by any third party arising from the Developer Tools and/or Services infringing the intellectual property rights of a third party. If the Services are the subject of an infringement claim, or AppsFlyer reasonably believes that the Services shall be the subject of an infringement claim, AppsFlyer may terminate this Agreement upon written notice if modification of the Services to be non-infringing is not reasonably practical (in which case Customer shall be entitled to a pro-rated refund of any prepaid fees). This Section 14(a) sets forth AppsFlyer's sole obligations and Customer's sole remedies for any claim that the Developer Tools and/or Services infringe the intellectual property rights of a third party. Notwithstanding the foregoing, AppsFlyer shall have no responsibility or liability

for any claim to the extent resulting from or arising out of Customer's: (a) use or modification of the Developer Tools or Services not in compliance with this Agreement, the Documentation or applicable law; (b) combination of the Developer Tools or Services with any code, platform or services not provided or authorized by AppsFlyer; or (d) if AppsFlyer has provided notice of a requirement to update any script, SDK, API, or other code provided as part of the Developer Tools, Customer continues to use such parts of the Developer Tools that are not the most up-to-date.

b)　　**Customer Indemnification**. Customer shall defend, indemnify and hold harmless AppsFlyer (and its Affiliates, officers, directors and employees) from and against any and all direct damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which AppsFlyer may suffer or incur in connection with any claim, demand, action or other proceeding by any third party arising from: (a) Customer's breach of its representation and warranties hereunder; (b) breach of Customer's obligations under Section 9 (Custom Data and Privacy) of this MSA; and/or (c) a breach by Customer of Section 10(ii) of this MSA (Integrated Partners).

c)　　**Procedure**. In the event of a claim that falls under the Indemnification obligations of either party, as abovementioned, the indemnified party shall: (i) provide the indemnifying party with prompt written notice of any claim for which indemnification is sought (provided that the indemnified party's failure to notify the indemnifying party will not diminish the indemnifying party's obligations under this Section 14, except to the extent that the indemnifying party is materially prejudiced as a result of such failure); (ii) cooperate fully with the indemnifying party (at the indemnifying party's expense); and (iii) allow the indemnifying party to control the defense (except where unreasonable) and settlement of such claim, provided that no settlement may be entered into without the consent of the indemnified party if such settlement would require any or admission of liability or action on the part of the indemnified party other than to cease using any allegedly infringing or illegal content or services. An indemnified party will, at all times, have the option to participate in any matter or litigation through counsel of its own selection at its own expense.

15)　　**Liability**.

a)　　**Exclusions.** IN NO EVENT SHALL EITHER PARTY NOR ITS DIRECTORS, OFFICERS, AFFILIATES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL ARISING OUT OF, OR RELATING TO, THE SERVICES, THIS AGREEMENT OR THE ARRANGEMENTS CONTEMPLATED HEREIN REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR COULD HAVE FORESEEN, SUCH DAMAGES.

b)　　**Limitations of Liability**. IN ANY EVENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO APPSFLYER IN THE 12 (TWELVE) MONTHS PRECEDING THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS SET FORTH THE ENTIRE LIABILITY OF ONE PARTY TO THE OTHER UNDER THIS AGREEMENT, INCLUDING LIABILITY RESULTING FROM A BREACH OF AGREEMENT, TORT, OR ANY OTHER THEORY OF LIABILITY, BUT IN NO WAY SHALL LIMIT CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH UNDER THIS SECTION 15(b) SHALL NOT APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS AGREEMENT, APPSFLYER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE SERVICES AND THE DEVELOPER TOOLS PROVIDED UNDER A FREE SUBSCRIPTION PACKAGE, FREE TRIAL OR BETA SERVICES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE APPSFLYER'S AGGREGATE LIABILITY SHALL NOT EXCEED $1,000.00.

16)　　**Term and Termination**.

a)　　**Term**. The term of this Agreement shall commence on the Effective Date and shall continue until all Order Forms have expired or terminated. Each Subscription Package under an Order Form shall commence on the start date and end on the end date specified in the Order Form, unless earlier terminated or renewed pursuant to the terms of the Agreement. Unless otherwise specified in the Order Form, each Subscription Package shall automatically renew for additional periods equal to the then expiring Subscription Package Term, unless either party provides the other party with written notice of its intent not to renew the Subscription Package at all or under the same terms at least 30 (thirty) days prior to the end of the then applicable Subscription Package term. The fees for each of the Services under a renewed Subscription Package shall be

charged at the standard fees charged by AppsFlyer for such Services at the time of renewal; provided, that if such fees exceed 7% (seven percent) of the fees charged in the immediately preceding Subscription Package Term, AppsFlyer shall provide Customer with notice of such increase at least 30 (thirty) days prior to the renewal. The Subscription Package Term for any additional Services ordered during the Subscription Package Term of an existing Subscription Package shall be adjusted to be in alignment with the existing Subscription Package and the fees for such additional Services shall be prorated accordingly.

b) **Termination for Cause**. Each party may terminate the Agreement upon written notice if the other party is in material breach of this Agreement and such breach is not curable or is not cured within 30 (thirty) days from the receipt of written notice of such breach. In addition, either party shall have the right to terminate this Agreement upon 30 (thirty) days' written notice to the other party pursuant to section 6.3 of the DPA.

c) **Termination for Liquidation**. Either party may terminate the Agreement immediately upon written notice if the other party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within sixty (60) days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due, or takes any corporate action tantamount to such admission; (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern.

d) **Effects of Termination**. Upon any termination or expiration of this Agreement, AppsFlyer will cease providing the Services and any fees due under an Order Form shall be required to be paid immediately. All fees due under an Order Form are non-cancellable and non-refundable except in the case of termination by Customer pursuant to Section 16(b) or termination by AppsFlyer pursuant to Section 14(a), in which case Customer shall be entitled to a pro-rated refund of any prepaid fees for Services not yet rendered up to the date of termination. Any obligations of the parties that by their nature are intended to survive the termination or expiration of this Agreement, including the obligations of the parties in Sections 1, 2(f), 7-10, 11-15, 16(d), and 17-21 of this Agreement, shall survive any termination or expiration thereof.

17) **Publicity**. Customer agrees that AppsFlyer may refer to Customer as a customer of AppsFlyer, including by displaying Customer's name and logo on AppsFlyer's website and other marketing materials.

18) **Anti-Corruption.** The parties hereto shall comply with all anti-bribery and anti-corruption laws applicable to this Agreement. Neither party, to the best of its knowledge, has taken or has received or will take or receive any payment, property, gifts or anything else of value in connection with this Agreement (excluding reasonable gifts and entertainment in the ordinary course of business).

19) **Trade Sanctions**. Each party represents that it (or any related/controlling company or controlling shareholder individual) is not the subject of any US, UK, EU or UN sanctions and are not named on any restricted party or similar sanctions list. Customer will not, and will not permit any Service User to, access or use any Services in a U.S.-embargoed or sanctioned country or region (currently Cuba, Iran, North Korea, Syria, Crimea, Luhansk, Donetsk). AppsFlyer reserves the right to restrict access to the Services from other countries where AppsFlyer is not permitted to offer or provide the Services due to regulations applicable to it or to terminate the Agreement to the extent any Customer comes under sanctions during the Subscription Package Term.

20) **Codes of Conduct.** Each party shall conduct its business in an ethical manner in accordance with terms that are substantially similar to the terms set forth in AppsFlyer's Codes of Conduct available here.

21) **Miscellaneous**.

a) **Entire Agreement**. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties, whether written or oral, regarding the subject matter hereof. For clarity, the provisions of this Agreement supersede any earlier non-disclosure or confidentiality agreements between the parties. Any other terms contained or referenced in any of Customer's ordering documents, purchase orders, "click-wrap", "browse-wrap", codes of conduct or similar document shall have no force or effect between the parties. Except as expressly set forth herein, this Agreement may not be modified or amended except in writing executed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that any electronic signature shall

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have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

b) **Amendment**. AppsFlyer may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. AppsFlyer will provide notice (through the AppsFlyer dashboard or by email to the Account admin email on record) of its intended amendment not less than thirty (30) days prior to the effective date of any such amendment. Customer's continued use of the Services following the effective date shall be deemed as Customer's consent to any such amendment.

c) **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

d) **Third Party Service Providers**. Customer acknowledges and agrees that AppsFlyer may use third party service providers for storing and processing the Customer Data, all in furtherance of enabling AppsFlyer to provide the Services for the Customer. AppsFlyer shall ensure any such third party is subject to confidentiality obligations no less stringent than those in this Agreement and that they maintain appropriate controls to protect the Customer Data. AppsFlyer shall remain liable for any breaches of this Agreement arising from the actions or omissions of such third parties. For the avoidance of doubt, any such third party provider used to process Customer Data that is Personal Data shall additionally be subject to the procedures for subprocessors set forth in the DPA.

e) **No Waiver**. All waivers must be in writing. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the instance to which such waiver is directed. AppsFlyer may provide Customer with notices required hereunder by contacting Customer at any email address Customer provided, including in its registration information.

f) **Assignment**. Neither party may assign any of its rights and/or obligations under this Agreement without the prior written consent of the other party, such consent not to be required in the event of an assignment by AppsFlyer to an Affiliate or a purchaser of all or substantially all of AppsFlyer's assets or share capital. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

g) **Validity**. If any part of this Agreement shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms under applicable law and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.

h) **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been received by the other Party within seven (7) days from the time it was sent in registered mail. If the message was sent by electronic mail, it shall be deemed to have been received within one (1) business day from the time it was sent. The addresses to which the parties should direct notices under the Agreement are set forth in the applicable Order Form.

i) **AppsFlyer Contracting Entity.** The AppsFlyer entity entering into the Agreement shall be the entity stated in the applicable Order Form and if ordering Services online then the AppsFlyer entity shall be dependent on the Customer's domicile. It is further clarified that any Affiliate of AppsFlyer may provide certain services to support the provision of Services under this Agreement, including billing and payment collection services.

j) **Governing Law.** This Agreement shall be governed by and construed under the laws of New York, USA without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in New York City, New York, USA. Notwithstanding the foregoing, in the event the AppsFlyer contracting entity is AppsFlyer UK Ltd., the Agreement shall be governed by and construed under the laws of England and Wales without reference to its conflict of law principles and each party agrees to submit to the exclusive and personal jurisdiction of the courts located in London, England.